

GRANT AGREEMENT FOR YOUNG ADULT COURT - ORANGE COUNTY COMMUNITY CORRECTIONS PARTNERSHIP PROJECTS

This Grant Agreement (the “Agreement”) for Young Adult Court (AB 109 Community Corrections Partnership) project costs is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “Grantor,” and the Superior Court of California, County of Orange County, as “Grantee,” with the County and Grantee referred to, separately, as “Party,” or collectively, as “Parties.”

Recitals

On February 27, 2025, the Orange County Community Corrections Partnership (OCCCP) approved the 2011 Public Safety Realignment Community Corrections allocation for approved projects for FY 2025-26 which included \$580,779 (\$392,133 for University of California, Irvine, \$47,990 for the Superior Court of California, Orange County, \$108,957 for UC Research Personnel, \$21,000 for living and essential needs, and \$10,699 for indirect costs) to maintain and expand the Young Adult Court; and

On May 20, 2025, the Board of Supervisor directed the Auditor-Controller to reimburse for costs incurred for reentry services and other projects as approved by the OCCCP; and

The County Executive Office has established a project proposal and approval process whereby departments and other partners may submit a request for funding to address an identified issue which is then reviewed by a committee comprised of public safety and community services stakeholders for which approval is obtained for funding; and

As part of the grant award the Grantee will receive grant funds for direct costs of its court personnel to provide support to Young Adult Court, which connects justice-involved transitional-aged young adults to individualized community-based services and treatment.

The parties agree to the following terms and conditions.

1. **TERM OF AGREEMENT:**

The term of this Agreement begins on July 1, 2025, and terminates on June 30, 2026, or when all the Parties’ obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. **SERVICES TO BE PROVIDED:**

Grantee shall provide services and meet all requirements in accordance with Attachment A entitled “Scope of Services,” attached hereto and incorporated herein by reference.

3. PAYMENT/COMPENSATION:

- a. Grantor will reimburse Grantee for actual costs incurred for court personnel up to \$47,990 ("Grant Amount") within 30 business days of receipt of an approved and supported claim. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.
- b. Grantee must utilize the Grant Amount in accordance with all applicable Federal, State, and local laws and regulations, including labor, wages, hours, and other conditions of employment. Grantee must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.
- c. None of the funds, materials, property, or services provided directly or indirectly under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided under this Agreement may be used for inherently religious activities such as worship, religious instruction, or proselytization.

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

5. SITE VISITS AND AUDITS:

- a. Grantee shall participate in site visits and/or audits as requested by Grantor. Site visits and audits may be requested for programmatic and/or fiscal review. Grantee shall permit Grantor's authorized representative (including auditors from a private auditing firm that may be hired by Grantor) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Grantee for the purpose of auditing or inspecting any aspect of performance under this Agreement. The inspection and/or audit will be confined to those matters connected with the performance of the Agreement including, but not limited to, the costs of administering the Agreement. Grantor will provide reasonable notice of such an audit or inspection.

- b. Grantor reserves the right to audit and verify Grantee's records before final payment is made.
 - c. Grantee shall maintain such records for possible audit for a minimum of three (3) years after final payment from Grantor, unless a longer period of records retention is stipulated under this Agreement or by law. Grantee shall allow interviews of any employees or others who might reasonably have information related to such records. Further, Grantee agrees to include a similar right to the Grantor to audit records and interview staff of any sub-grantee related to performance of this Agreement.
 - d. Should the Grantee cease to exist as a legal entity, the Grantee's records pertaining to this Agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the Grantor.
6. COMPLIANCE WITH GRANT REQUIREMENTS. The Grant Amount must be used solely for the purposes identified in Paragraph 2 of this Agreement. Grantee shall immediately return to the County any funds Grantee has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.
7. CERTIFICATION. Grantee hereby certifies that the following statements and responses are true:
- a. The Grantee is a government entity whose mission includes serving the Orange County community by administering justice and resolving disputes fairly, efficiently, and expeditiously.
 - b. The Grantee will use the Grant Amount for eligible expenses as described in Paragraph 2 above.
8. INDEPENDENT CONTRACTOR. The Grantee shall be considered an independent contractor and neither the Grantee, its employees, nor anyone working under the Grantee shall be considered an agent or an employee of County. Neither the Grantee, its employees, nor anyone working under the Grantee shall qualify for workers' compensation or other fringe benefits of any kind through County.
9. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Grantee shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this Agreement. Grantee shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Grantee shall provide copies of permits and approvals to the County upon request.
10. CONFLICT OF INTEREST. The Grantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the

Grantee, the Grantee's employees, agents, and subcontractors. The Grantee's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

11. INDEMNITY. The Grantee shall indemnify, defend with counsel approved in writing by the County, and hold the County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands, or liability of any kind or nature, including personal injury or property damage, arising from or related to the Grantee's receipt or use of the Grant Amount under this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.
12. TERMINATION. The proposed contract is contingent upon funding availability. In the event funding is reduced or terminated, the County may renegotiate the level of services and/or terminate the contract, as necessary.

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

13. NOTICES. All notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Grantee:

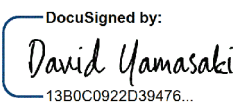
David Yamasaki, Superior Court of California, County of Orange
700 Civic Center Drive West
Santa Ana, CA 92701
dyamasaki@occourts.org

County:

Bertalicia Tapia, County Budget & Finance Office
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701-4062
bertalicia.tapia@ocgov.com
714-834-3530

14. **DEFAULTS.** Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement.
15. **ATTORNEY FEES.** In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.
16. **ENTIRE CONTRACT:** This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes, or revisions are valid or binding on the parties unless authorized by the Parties in writing.
17. **AMENDMENTS.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes, or revisions are valid or binding on County unless authorized by County in writing.
18. **SIGNATURES.** Separate copies of this Agreement may be signed by each of the Parties, and this Agreement will have the same force and effect as if the original had been signed by all the Parties. An electronic signature or electronic record of this Agreement or any amendment thereto shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or any amendment thereto.

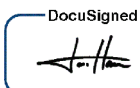
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

BY:  13B0C0922D39476... Court Executive Officer DATED: 5/1/2025
 David Yamasaki, County Executive Officer
 Superior Court of California, County of Orange

BY: _____ DATED: _____
 David Mojarro, Deputy Purchasing Agent
 County Procurement Office
 County of Orange, California

APPROVED AS TO FORM:

County Counsel

By:  00514730F26D481... Deputy
 James Harman

Name: _____

Date: 4/30/2025

**ATTACHMENT A
SCOPE OF SERVICES
YOUNG ADULT COURT**

A. PURPOSE

Funding awarded ensures the ongoing support for the Young Adult Court which is a collaborative and specialized court established to hold transitional aged youth accountable for which the model is being studied to assess the impact on recidivism for this population and produce guidelines for evidence-based best practices.

B. PROJECT

Funding is awarded for actual costs incurred by the court personnel assigned to provide clerical assistance to the Young Adult Court.

C. ANTICIPATED OUTCOMES

The impacts of this specialized collaborative court will be analyzed and assessed against a control group to determine impacts of short and long-term behavioral, psychological, attitudinal, health-related, and socio-economic outcomes to conclude whether how and for whom the collaborative court would be most successful.