

AMENDMENT NUMBER TWO
TO
SUBORDINATE CONTRACT MA-060-22010898
BETWEEN THE
COUNTY OF ORANGE
AND
H.L. MILLER, INC.

This AMENDMENT NUMBER TWO to Contract Number MA-060-22010898 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and H.L. Miller, Inc., (hereinafter referred to as "CONTRACTOR") with a place of business at 2201 E. Winston Rd., Unit I, Anaheim, CA, 92806 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor, executed a Regional Cooperative Agreement RCA-017-22010018 on December 12, 2021, for General Maintenance Services, in effect from December 13, 2021, through and including December 12, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for General Maintenance Services on May 24, 2022, as Contract Number MA-060-22010898, for the term of May 24, 2022, through and including December 12, 2024, in an amount not to exceed \$1,500,000 (hereinafter "ORIGINAL SUBORDINATE CONTRACT");

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL SUBORDINATE CONTRACT on October 8, 2024, for an additional one (1) year term of December 13, 2024 through and including December 12, 2025 in an amount not to exceed \$600,000 (hereinafter "AMENDMENT NUMBER ONE");

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT for an additional one (1) year term of December 13, 2025 through and including December 12, 2026 in an amount not to exceed \$600,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

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

ARTICLES

- a. Agreement, Section 2, Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

2. Term of Subordinate Contract:

- This Subordinate Contract shall commence upon execution of all necessary signatures, and continue in through December 12, 2026, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.

- b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

- 3. Renewal:

- This Contract may not be renewed.

- c. Additional Terms and Conditions, Section 4 – Compensation & Payment, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

- 4. Compensation & Payment:

- Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA, including its attachments, and at the fixed rates as set forth in Attachment B – Payment / Compensation of the RCA. The total cost of this Subordinate Agreement shall not exceed \$600,000 for the contract term of December 13, 2025 through and including December 12, 2026. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

- 2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER TWO to Contract number MA-060-22010898.

*Contractor: H.L. Miller, Inc.

By: [Signature] Title: President
Print Name: John Lembeck Date: _____

*Contractor: H.L. Miller, Inc.

By: [Signature] Title: Secretary
Print Name: John Lembeck Date: _____

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:
By: Annie Loo
Deputy - B7726751D1E947E...

AMENDMENT NUMBER ONE
TO
SUBORDINATE CONTRACT MA-060-22010898
BETWEEN THE
COUNTY OF ORANGE
AND
H.L. MILLER, INC.

This AMENDMENT NUMBER ONE to Contract Number MA-060-22010898 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California, operating through its Sheriff-Coroner Department (hereinafter "COUNTY"), and H.L. Miller, Inc., (hereinafter referred to as "CONTRACTOR") with a place of business at 2201 E. Winston Rd., Unit I, Anaheim, CA, 92806 is made and entered upon execution of all necessary signatures.

RECITALS:

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor, executed a Regional Cooperative Agreement RCA-017-22010018 on December 12, 2021, for General Maintenance Services, in effect from December 13, 2021, through and including December 12, 2026; and

WHEREAS, COUNTY and CONTRACTOR executed a Subordinate Contract for General Maintenance Services on May 24, 2022, as Contract Number MA-060-22010898, for the term of May 24, 2022, through and including December 12, 2024, in an amount not to exceed \$1,500,000 (hereinafter "ORIGINAL SUBORDINATE CONTRACT");

WHEREAS, COUNTY desires to renew the ORIGINAL SUBORDINATE CONTRACT for an additional one (1) year term of December 13, 2024 through and including December 12, 2025 in an amount not to exceed \$600,000 and the CONTRACTOR has agreed to continue to provide those services at the rates set forth in the ORIGINAL SUBORDINATE CONTRACT;

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

ARTICLES

- a. Agreement, Section 2, Term of Subordinate Contract, of the ORIGINAL SUBORDINATE CONTRACT is amended to read in its entirety as follows:

2. Term of Subordinate Contract:

This Subordinate Contract shall commence upon execution of all necessary signatures, and continue in through December 12, 2025, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.

- b. Additional Terms and Conditions, Section 3 – Renewals, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

3. Renewal:

This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to

renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

- c. Additional Terms and Conditions, Section 4 – Compensation & Payment, of the ORIGINAL SUBORDINATE CONTRACT is amended in its entirety as follows:

- 4. Compensation & Payment:

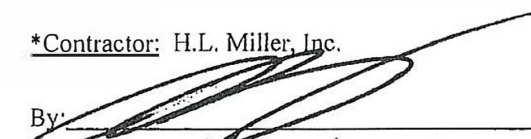
- Contractor agrees to provide the Services in accordance with the terms and conditions of the RCA, including its attachments, and at the fixed rates as set forth in Attachment B – Payment / Compensation of the RCA. The total cost of this Subordinate Agreement shall not exceed \$600,000 for the contract term of December 13, 2024 through and including December 12, 2025. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.

- 2. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.


- Signature Page follows -

IN WITNESS WHERE OF, the Parties have executed this AMENDMENT NUMBER ONE to Contract number MA-060-22010898.

*Contractor: H.L. Miller, Inc.

By:  Title: President
Print Name: John Lembeck Date: 8/15/24

*Contractor: H.L. Miller, Inc.

By:  Title: Secretary
Print Name: Howard Miller Date: 8/15/24

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*


In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By:  Title: SUPERVISING PCS
Print Name: MARIA AYALA Date: 11/13/24

Approved by the Board of Supervisors: 10/8/24

Approved as to Form
Office of the County Counsel
Orange County, California

DocuSigned by:
By: 
Deputy B7726751D1E947E...



SUBORDINATE CONTRACT NO. MA-060-22010898 with H.L. Miller, Inc. is hereby issued per the terms and conditions of Regional Cooperative Agreement RCA-017-22010018 for General Maintenance Services.

This Contract MA-060-22010898 is made and entered into upon execution of all necessary signatures between H.L. Miller, Inc., having its principal place of business at 2201 E. Winston Rd., Unit I, Anaheim, CA 92806 (hereinafter referred to as "Contractor"), and the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), acting through the Orange County Sheriff-Coroner Department, with a place of business at 320 N. Flower Street, 2nd Floor, Santa Ana, CA 92703 (hereinafter referred to as "Sheriff-Coroner"), which are sometimes individually referred to as "Party" or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachment, which is incorporated by reference into this Subordinate Contract:

Attachment A – Regional Cooperative Agreement No. RCA-017-22010018

RECITALS

WHEREAS, the County of Orange, acting through the County Executive Office, and Contractor executed a Regional Cooperative Agreement RCA-017-22010018 on December 12, 2021 for General Maintenance Services (hereinafter referred to as "RCA"), now in effect from December 13, 2021 through and including December 12, 2026; and

WHEREAS, Term 35 of the RCA, entitled "Regional Cooperative Agreement (RCA)", allows other California local or state governmental entitled to utilize the RCA with the same provision and pricing; and

WHEREAS, County, acting through the Sheriff-Coroner, and Contractor desire to enter into a Subordinate Contract for General Maintenance Services pursuant to the terms, conditions and pricing of the RCA, which is attached hereto and incorporated herein by reference as Attachment A;

NOW, THEREFORE, the parties mutually agree:

1. **Scope of Contract:** This Subordinate Contract specifies the terms and conditions by which the County, acting through the Sheriff-Coroner, will procure General Maintenance Services from the Contractor (hereinafter referred to as "Services") as more fully detailed in Attachment A, Regional Cooperative Agreement RCA-017-22010018.
2. **Term of Subordinate Contract:** This Subordinate Contract shall commence upon execution of all necessary signatures and continue through December 12, 2024, unless otherwise terminated by the County pursuant to the termination provision of the RCA or renewed by a duly executed written amendment between the Parties according to the RCA.



SUBORDINATE CONTRACT

3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Compensation & Payment:** Contractor agrees to provide the Services in accordance with the terms and condition of the RCA, including its attachments, and at the fixed rates as set forth in Attachment B – Payment / Compensation of the RCA. The total cost of this Subordinate Agreement shall not exceed \$1,500,000. The County shall have no obligation to pay any sum in excess of this amount unless authorized by written amendment signed by both Parties.
5. **Invoicing:** Invoicing shall be done in accordance with the terms and conditions of Attachment B – Payment / Compensation of the RCA. Vendor shall reference Subordinate Contract MA-060-22010898 on invoices. Invoices are to be submitted to the Sheriff-Coroner division requesting the Services:

County of Orange
 Orange County Sheriff's Department/R&D Facilities Operations
 431 The City Drive South
 Orange, CA 92868
 Email: FacilitiesOperations@ocsheriff.gov

County of Orange
 Orange County Sheriff's Department/R&D Facilities Planning
 431 The City Drive South
 Orange, CA 92868
 Email: JanChavez@ocsheriff.gov or as may be updated in writing by OC Sheriff's Project Manager

6. **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:

H.L. Miller, Inc.
 2201 E. Winston Rd., Unit I
 Anaheim, CA 92806



SUBORDINATE CONTRACT

Attn: Dan Buckley
Ph: 951-805-2532
Email: dbuckley@hlmillerinc.com

County:

County of Orange
Orange County Sheriff's Department/R&D Facilities Operations
431 The City Drive South
Orange, CA 92868
Attention: Elizabeth Ochoa
Ph: 714-935-6841
Email: ELOchoa@ocsheriff.gov

County of Orange
Orange County Sheriff's Department/R&D Facilities Planning
431 The City Drive South
Orange, CA 92868
Attention: Jannett Chavez
Ph: 714-935-8477
Email: JanChavez@ocsheriff.gov

Assigned DPA:

County of Orange
Sheriff-Coroner Department/Purchasing Services Unit
320 N. Flower Street, 2nd Floor
Santa Ana, CA 92703
Attn: Maria Ayala, DPA
Ph: 714-834-6360
Email: MAyala@ocsheriff.gov

7. Security Requirements:

- A. Contractor shall, with respect to all employees of Contractor performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
 3. Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder.
 4. Perform drug screening to determine that such employees are not users of illegal



SUBORDINATE CONTRACT

controlled substances as defined by federal law.

- B. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
- C. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- D. Nothing herein shall render any employee of Contractor an employee of County.

THE CONTRACTOR'S PERSONNEL REQUIREMENTS:

All employees must pass the County's background check and meet all requirements as set forth below:

1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
2. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
3. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.



SUBORDINATE CONTRACT

4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contractor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.

E. GENERAL SECURITY REQUIREMENT-AT WORKSITE:

1. When performing work at a Sheriff-Coroner facility, all work areas shall be secured prior to the end of each workday.
2. Workmen shall have no contact, either verbal or physical, with inmates in any facility while performing work under this contract. Specifically:
 - a. Do not give names or addresses to inmates.
 - b. Do not receive any names or addresses from inmates.
 - c. Do not disclose the identity of any inmate to anyone outside the facility.
 - d. Do not give any materials to inmates.
 - e. Do not receive any materials from inmates (including materials to be passed to another individual or inmate).
3. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
4. Contractor's personnel shall not enter the facility while under the influence of alcohol, illegal controlled substances as defined under federal law, or other intoxicants, and shall not have such materials in their possession.



SUBORDINATE CONTRACT

5. Failure to comply with these requirements is a criminal act and can result in prosecution.
6. Contractor's personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all tools, equipment, and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
7. Contractor's personnel shall follow any special security requirements issued by the on-site contact person or escort Deputy.
8. Contractor's personnel shall report either to the on-site contact person when leaving the facility, temporarily or at the end of the workday.
9. Contractor's personnel shall immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the on-site contact person or any Sheriff's Deputy.
10. Contractor's personnel shall securely close and check all gates and doors to ensure that they are tightly closed and locked as they enter and exit various areas of the County facilities.
11. Contractor's personnel shall restrict all activities to the immediate work site and adjacent assigned areas necessary to performing work under this Contract.
12. Contractor's personnel shall remain with the assigned escort at all times, unless otherwise directed by the on-site contact person.

F. POTENTIAL DELAYS/INTERRUPTIONS:

1. Contractor shall acknowledge that the primary purpose of the detention facilities is the safe and secure operation of those facilities.
2. Contractor's personnel who enter a Sheriff facility but have not passed the security screening, or who have falsified the security screening information are subject to immediate removal from the facility. Contractor's personnel who are assigned to work in a Sheriff facility who are determined to have outstanding warrants or warrants may be detained by the Sheriff.
3. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work, which will be controlled by County's project manager.
4. Contractor's personnel may be delayed or denied access to the facility due to unforeseen events that may affect the availability of security escorts.
5. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the workday by unforeseen incidents occurring within secure environments. Such unforeseen incidents may also cause Contractor's personnel to be held inside the facility until the incident is resolved by the Sheriff's personnel.



SUBORDINATE CONTRACT

6. Contractor may be subject to an inventory requirement where the Contractor shall supply an inventory list of all tools. The Facility will use this list for verification of tools entering and exiting security. Any and all time required to comply with the tool inventory and control program will not be considered a compensable delay and no requests for equitable adjustment in time or additional compensation for this time will be considered.

- Signature Page follows -



The Parties hereto have executed this Contract MA-060-22010898 on the dates shown opposite their respective signatures below.

CONTRACTOR* H.L. Miller, Inc.

JOHN LEMBECK PRESIDENT
Print Name Title

[Signature] 4/4/22
Signature Date

HOWARD MILLER SECRETARY
Print Name Title

[Signature] 4/4/22
Signature Date

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

Frederick Lyle Rossow Purchasing Manager
Print Name Title

[Signature] 5/24/2022
Signature Date

Approved by the Board of Supervisors: 5/24/22

Approved as to Form

Office of the County Counsel
Orange County, California

By: Wendy J. Phillips
Deputy



ATTACHMENT A

Regional Cooperative Agreement RCA-017-22010018