

Attachment B

Real Property Acquisition Questionnaire* for ASR

(*Applies to property purchase, or acquisition lease, license or easement)

Instructions:

- This questionnaire was developed with input from Auditor Controller, Internal Auditor and CEO Real Estate to assure that County leadership is fully informed.
- Insert the complete answer after each question below.
- When completed, save and include as an Attachment to your ASR.
- In the body of the ASR focus on the considerations relevant to the decision.
- If you need assistance, please contact CEO Real Estate.

1. What property interest is being considered for acquisition (fee, lease, license, easement)?

Lease Agreement for property located at 2801 Bristol Street, Costa Mesa, California 92626

- a) Why is this property being considered for acquisition? The proposed site offers an excellent relocation opportunity in effort to improve staffing efficiencies, optimization of space floor plan between co-location programs and best account for future program growth for Health Care Agency's Behavioral Health office. The proposed site is within the desired geographical area with ample parking and access to public transportation and bus routes for clients.
- b) How and who identified this property for a potential acquisition? Health Care Agency and CEO/Real Estate agreed this is the best site option at this time.
- c) What factors are key in recommending this property for acquisition? Program service requirements, cost and location are the key factors for recommending this site.
- d) How does the proposed acquisition fit into the County's/District's strategic or general plan? This site provides a convenient location for Health Care Agency's Behavioral Health Services clients to access services, near major traffic arterials for ease of access and decreases barriers to services. The space plan will maximum program efficiency of staff and services to the community.
- e) What are the short and long term anticipated uses of the property? Health Care Agency will use the site for general administrative and office purposes to provide a multi-functional behavioral health services for adults and children such as Children and Youth Behavioral Health (CYBH) services, Adult and Older Adult Behavioral Health (AOABH) services and Adult Program for Assertive Community Treatment (PACT) services.
- f) Are there any limitations on the use of the property for its intended purposes? County shall use the Premises for general office purposes or any other lawful purpose, except that County shall not use the Premises for any illegal or unlawful purpose.

2. What analysis has been performed as to whether to acquire the proposed real property interest?

Health Care Agency and CEO/Real Estate collaborated to determine that this location best fits program and client needs.

- a) Have there been any internally or externally prepared reports regarding this property acquisition? A market analysis and lease cost comparison has been completed.
- b) Who performed the analysis? Jones Lang La Salle (JLL) on behalf of County of Orange
- c) Provide details about the analysis and cost/benefit comparison. This site was determined to be the best relocation for the Health Care Agency based on price, location and program service requirements. Lessor will provide County with a tenant improvement allowance not to exceed \$15.00 per RSF, which equates to \$232,770, to be utilized for a mutually agreed upon space plan and scope of work including furniture, fixtures and equipment. Lessor will provide an additional improvement allowance of up to \$5.00 per RSF, or \$77,590, to be straight-line amortized over the term of the Proposed Lease and carry an interest rate of six percent per year to be used at HCA's sole discretion toward FF&E, relocation costs, telecommunications, and/or converted to cash to help reduce any additional HCA out of pocket expenses.

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3. How was the acquisition price, or lease/license rent, determined? JLL and CEO/Real Estate negotiated with the Lessor for optimal full service gross lease rate.

a) Who performed the appraisal or market study and what certifications do they possess? CEO/Real Estate and JLL, utilizing market data obtained through Costar.

b) How does the price/rent compare with comparable properties? The rental rate is at current market for the Orange County area of Costa Mesa.

c) Does the setting of the price/rent follow industry standards and best practices? Yes

d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable. The Lessor is responsible for all interior and exterior maintenance, except County shall be responsible for telephone and internet services. Lessor shall provide, at its sole cost and expense (except as otherwise provided in this Lease) any and all necessary repair, maintenance and replacement for the Premises and Building (and systems therein) in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the Heating, Ventilation, Air Conditioning ("HVAC") system, the plumbing, electrical and mechanical systems, fire/life safety system, elevators, roof, paving, fire extinguishers, pest control, and whether capital or non-capital improvements.

4. What additional post-acquisition remodeling or upgrade costs will be needed for the property to meet its intended use? None

a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements? N/A

b) Include estimates of the costs. N/A

c) What department will be responsible for the costs? N/A

5. Can the County terminate the purchase/easement, lease/license? Yes

a) What would be necessary to terminate the agreement, and when can it be terminated? The Proposed Lease allows a one-time termination option at the end of the 144th month of the Term upon giving Lessor at least nine months' notice of said termination date.

b) Are there penalties to terminate the purchase/easement, or lease/license? Termination fee chart is included in Exhibit G

6. What department will be responsible for the acquisition payments? Health Care Agency

a) Are the acquisition costs budgeted in the department's budget? Yes

b) What fund number will the funds for the acquisition ultimately be drawn from? 2600

c) Will any restricted funds be used for the acquisition? (Check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.) No.

d) If restricted funds will be used, has County Counsel advised that this is an allowable use of the proposed restricted funds? N/A

7. Does the proposed purchase/lease/license/easement agreement comply with the CEO Real Estate standard language? Yes

a) List any modified clauses and reasons for modification.

7. OPTION TO EXTEND TERM (1.6 N)

Provided there is no current County Default under this Lease (as further defined in Clause 28 (DEFAULTS AND REMEDIES), either at the time of the exercise of the Option or upon commencement of the Extension Term, County shall have the option to extend the term (the "Option(s)") of this Lease for three (3) consecutive five (5) year periods (each an "Extension Term")

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beyond the initial fifteen (15) year term, exercised by the Chief Real Estate Officer and memorialized in an amendment, on the same terms and conditions of this Lease except as set forth in this Clause 7 and in Clause 10 (RENT ADJUSTMENT). The Rent during each Extensions Term shall be the Fair Market Rental Value, but no less than a three and a half percent (3.5%) nor more than five percent (5%) increase of the immediately preceding rent paid by County. The Fair Market Rental Value which shall be negotiated at the time of the Option(s) as set forth below. County shall give Lessor written notice of its intent to exercise its Option(s) to extend the Term no later than twelve (12) months prior to the Lease termination date. Time is of the essence in the exercise of the Option(s). The Option(s) shall be personal to County and shall not be exercised by any assignee or sublessee of County. "Term" as used in this Lease shall mean the initial Term and the Extension Term(s) if the Option(s) are duly exercised.

Mutual Agreement. Lessor and County shall have thirty (30) days after County exercises any Option to extend in which to agree on the Fair Market Rental Value, as defined below, for the Extension Term. If Lessor and County are unable to agree on the Fair Market Rental Value for the option period within such thirty (30) days, the provisions of the Appraisal section below shall apply.

Factors for Determining Fair Market Rental Value. The "Fair Market Rental Value" of the Premises (or applicable portion thereof) shall be the amount that a willing, comparable, new (i.e., non-renewal), non-equity tenant would pay, and that a willing landlord of a comparable space in Orange County would accept at arms' length. Appropriate consideration shall be given to (A) the annual rental rate per rentable square foot; (B) the definition of rentable square feet for purposes of comparing the rate; (C) location, quality and age of the Premises; (D) the financial condition (e.g., creditworthiness) of County; (E) escalation (including type, base year and stop) and abatement provisions reflecting free rent and/or no rent during the period of construction; any termination rights of such tenant; (F) brokerage commissions, if any; (G) length of the lease Term; (H) size and location (including floor level) of the Premises; (I) building standard work letter and/or tenant improvement allowance, if any (taking into consideration the cost of anticipated tenant improvements as compared to market tenant improvement allowances), provided, however, the Fair Market Rental Value shall not include any tenant improvements or any alterations made by County; (J) condition of space; (K) lease takeover/assumptions; (L) moving expenses and other concessions; (M) extent of services to be provided; (N) distinctions between "gross" and "net" leases; (O) base year figures or expense stops for escalation purposes for both operating costs and ad valorem/real estate taxes; (P) the time the particular rental rate under consideration becomes or is to become effective; (Q) applicable caps on the amount of real estate taxes and assessments passed through to tenants; and (R) other generally applicable conditions of tenancy for the space in question. County shall obtain the same rent and other benefits that Lessor would otherwise give to any comparable prospective tenant.

Appraisal. If after the expiration of the thirty (30) day period described in the Mutual Agreement section above, the Parties have not mutually agreed on the Fair Market Rental Value for the Extension Term in question, then the Parties shall use the following method to determine the Fair Market Rental Value (the "Three Broker Method"): within ten (10) business days after the expiration of such thirty-day period, each Party shall give written notice to the other setting forth the name and address of a "Broker" (as hereinafter defined) selected by such Party who has agreed to act in such capacity, to determine the Fair Market Rental Value. If either Party has failed to select a Broker as aforesaid, the Fair Market Rental Value shall be determined by the Broker selected by the other Party. Each Broker shall thereupon independently make his or her determinations of the Fair Market Rental Value within twenty (20) days after the appointment of the second Broker. If the two Brokers' determinations are not the same, but the higher of such two values is not more than one hundred five percent (105%) of the lower of them, then the Fair Market Rental Value shall be deemed to be the average of the two values. If the higher of such two values is more than one hundred five percent (105%) of the lower of them, then the two Brokers shall jointly appoint a third Broker within ten (10) days after the second of the two determinations described above has been rendered. The third Broker shall independently make his determination of the Fair Market Rental Value within twenty (20) days after his appointment. The highest and the lowest determinations of

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value among the three Brokers shall be disregarded and the remaining determination shall be deemed to be the Fair Market Rental Value.

Broker. For the purpose of this Clause 7, "Broker" shall mean a real estate broker or salesperson licensed in California, who has been regularly engaged in such capacity in the business of commercial office leasing in the Orange County market for at least ten (10) years immediately preceding such person's appointment hereunder. Each Party shall pay for the cost of its Broker and one half of the cost of the third Broker.

13. CONSTRUCTION (2.2 N)

A. Completion Schedule: Lessor agrees to provide turn-key tenant improvements ("Work") as further defined and described in Exhibit C and to have the Premises ready for full occupancy and operation ("Substantial Completion" as further defined below in 13(D)) by April 10, 2020 (the "Substantial Completion Date"). If Lessor fails to reach Substantial Completion on or prior to the Substantial Completion Date AND is not diligently pursuing completion of the Work, the County shall have the option to terminate this Lease. Without limiting the foregoing termination right, if the Final Improvement Date (as defined in Clause 13(E) below) fails to occur on or prior to the Substantial Completion Date, other than a result of the actions (or inactions) of County or events of Force Majeure (as defined in Clause 49 (FORCE MAJEURE) below), County shall have the option, after notice to Lessor, to complete the Work and deduct the cost thereof, including labor, materials, contractor's overhead and an administrative charge (equal to ten percent (10%) of the cost of the Work completed by County) from any Rent payable hereunder.

Lessor will provide a tenant improvement allowance in the amount of fifteen dollars (\$15.00) per RSF of the Premises ("County Improvement Allowance"). If, based upon plans and specifications reasonably acceptable to Lessor and County, the estimated combined costs for the Work, planning and design costs (see Clause 13(C) below), and the cost of the Project Manager (see Clause 13(K) below), (together, the "Total Project Cost"), exceed the amount of the County Improvement Allowance, the amount by which the Total Project Cost exceeds the County Improvement Allowance shall be County's responsibility ("County's Improvement Obligation"). County will reimburse Lessor within ten (10) business days after each submittal by Lessor of a written claim for such reimbursement to the HCA/Facilities Service Manager, which County acknowledges will be submitted periodically by Lessor during the construction of the Work.

B. County Remedies: If the Final Improvement Date (as defined in Clause 13(E)) fails to occur on or prior to the Substantial Completion Date, other than as a result of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)), or a delay caused by County, Lessor shall be obligated to pay a penalty to County of five hundred dollars (\$500.00) per day for the period from the Substantial Completion Date through the day prior to the Final Improvement Date, which amount shall be applicable toward the first payments of Rent due under this Lease until the amount owing to the County under this Clause 13B is exhausted. County shall be entitled to pursue all available remedies at law or equity and pursuant to this Lease (as further defined in Clause 28 (DEFAULTS AND REMEDIES)).

C. Approvals: All planning and architectural/design costs required to accomplish the Work shall be Lessor's responsibility and shall be approved by HCA/Facilities Service Manager. Such approvals will not be unreasonably withheld or delayed and if a written disapproval of any request by Lessor is not received within five (5) working days after submission, such request shall be deemed approved. Such approvals by the HCA/Facilities Service Manager shall not relieve Lessor of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

D. Punch List: Upon Substantial Completion (as defined below) of the Work, Lessor shall request the HCA/Facilities Service Manager approval and acceptance of such Work, which approval will not be

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unreasonably withheld or delayed. Said approval shall be manifested by letter from the HCA/Facilities Service Manager (the "Work Acceptance Letter"), and may be subject to completion of items on a "punch list," which shall be generated by County and included in the Work Acceptance Letter. County shall not be required to send the Work Acceptance Letter until County is satisfied that the Work has reached Substantial Completion (other than punch list items, if any) pursuant to this Lease, in County's sole and reasonable discretion. As used in this Clause 13(D), "Substantial Completion" means that the Work shall have been completed in accordance with the provisions of this Lease and any mutually approved plans and specifications, such that the Premises may be fully occupied and ready for operation by County for the intended purposes, evidenced by signed off permits for such Work, which have been issued in connection with such Work, subject to any "punch list" items, if any.

In the event County's approval and acceptance of the Work is given along with a punch list, Lessor shall complete all punch list items within twenty-one (21) days following receipt of the Work Acceptance Letter. Should the items on the punch list not be completed within twenty-one (21) days other than as a result of actions (or inactions) of County or events of Force Majeure, Lessor shall be obligated to pay a penalty to County of five hundred dollars (\$500.00) per day for the period from the Substantial Completion Date through the date that all punch list items have been completed or County shall have the option to complete the Work (which amount shall be applicable toward the first payments of Rent due under this Lease until the amount owing to the County under this Clause 13D is exhausted) and deduct the reasonable cost thereof, including labor, materials, and overhead from any rent payable.

- E. Final Improvement Date: The "Final Improvement Date" means Lessor's completion of the Work as determined by County and as evidenced by the Work Acceptance Letter, and completion of the items set forth in the punch list set forth in the Work Acceptance Letter (if any). The determination of whether the Final Improvement Date has occurred will be made in County's reasonable discretion.
- F. Project Management Oversight: County may, at County's option, select a project manager or construction manager, at County's sole discretion, cost and expense, to assist in County's oversight of the Work (the "Project Manager"). The Project Manager will represent the County's best interest during the construction of the Work to confirm that the Work is being performed pursuant to the terms of this Lease and will act as the liaison between Lessor and County in all items that are subject to approval by County as provided in Clause 13(C) above.
- G. County Alterations to Work: Although the Premises will be delivered to County on a "turnkey" basis (subject to the County Improvement Allowance), the Parties agree that should County make alterations or revisions to the Work, ("County Alterations") and such County Alterations cause the cost of the Work to be less than the County Improvement Allowance, County shall be entitled to use the remaining, unused County Improvement Allowance toward additional tenant improvements either concurrently with the Work, or as a credit toward future alterations that County may request to be constructed by Lessor during the Lease Term. County will reimburse Lessor for the cost of any County Alterations that cause the cost of the Work to increase in accordance with Clause 17 (COUNTY-REQUESTED ALTERATIONS). Further, County acknowledges that County Alterations may extend the Substantial Completion Date and/or the Final Improvement Date.
- H. Performance of Work: Lessor agrees that any improvement being constructed by, or under the direction of, Lessor shall be constructed in substantial compliance with County approved plans and if and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 et seq., which requires those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County. In partial satisfaction of the requirements of Section 22000 et seq., if applicable: (a) Lessor shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor's bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for

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work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 29 (LABOR CODE COMPLIANCE) of this Lease; (b) Lessor shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 et seq., and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Lessor shall award the contract or contracts for such improvements.

- I, Force Majeure Delay: The occurrence of an event of Force Majeure (as defined in Clause 49 (FORCE MAJEURE)) shall excuse the performance by that Party for a period equal to the prevention, delay or stoppage (except the obligations imposed with regard to the payment of Rent and other sums to be paid by County pursuant to this Lease), provided the affected Party gives the other Party notice within thirty (30) days of the event causing the prevention, delay or stoppage.
- J. Lessor's Contractor: Lessor's contractor shall be the contractor selected pursuant to a procedure whereby the final plans of the Work are submitted to at least three (3) contractors. County shall have the right to include one contractor to the list of contractors bidding on the Work. Lessor and County, after adjustments for inconsistent assumptions to reflect an "apples to apples" comparison, shall select the most qualified bidder. The Premises shall be delivered to County upon Substantial Completion of the Work in first class condition and operating order and in compliance with all laws applicable to new construction, disregarding variances and grandfathered rights.
- K. County Obligations: County may engage its own project manager, which cost may be paid from the County Improvement Allowance, but which cost shall be part of the Total Project Cost. Additionally, Lessor shall provide County the ability to straight-line amortize, at a rate of six percent (6%) per year, additional monies up to five dollars (\$5.00) per RSF towards the purchase and installation of FF&E, telecommunications, relocation costs or converted to cash (the "County's FF&E Allowance") which shall be used at County's sole discretion. County's FF&E Allowance shall be repaid to Lessor on a monthly basis during the Lease Term concurrent with County's payment of Rent. In the event of any termination of this Lease, any remaining unpaid portion of the County's FF&E Allowance shall immediately be repaid by County to Lessor.
- L. Lessor's Warranty: Lessor shall warrant that all existing roof, HVAC RTU's, structural components, windows, and seals serving the Premises are of high quality and in excellent working condition before the County Improvement Allowance is allocated or spent.

14. PAINTING BY LESSOR (2.3 N)

Within sixty (60) days after the eighth (8th) year of the Lease Term, upon receipt of written request from County, Lessor shall repaint all painted surfaces within the Premises. Said painting shall be accomplished during hours other than County's Normal Business Hours. Lessor shall be responsible for the movement and subsequent replacement of all furniture, window coverings, and fixtures necessary to repaint the Premises. Lessor shall provide County with boxes, so County may pack personal property and belongings during the painting of the Premises. Lessor shall ensure that the painting is completed consistent with industry standards, including, but not limited to, patching and sanding all blemishes, cracks, holes, etc. prior to painting. Additionally, said paint shall meet the specifications consistent with the paint as provided in the initial County Improvements or acceptable equivalent approved by the HCA/Facilities Service Manager. All costs incurred by Lessor with respect to this Clause 14 shall be paid by the County; however, such costs shall be amortized over the remaining Term of the Lease (i.e. the Rent payable hereunder shall be increased by such amortized amount); provided, however, that if this Lease is earlier terminated for any reason other than Lessor's default, the full remaining amount shall be due and payable on the date of such termination.

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Should Lessor fail to comply with the provisions of this clause, County shall have the option to complete said re-painting.

15. CARPETING BY LESSOR (2.4 N)

Within sixty (60) days after the eight (8th) year of the Lease Term, Lessor shall re-carpet all carpeted surfaces within the Premises. Said re-carpeting shall be accomplished during hours other than County's normal working hours. Lessor shall be responsible for the movement and subsequent replacement of all furniture and fixtures necessary to re-carpet the Premises. Lessor shall provide County with boxes, so County may pack personal property and belongings during the re-carpeting of the Premises. County shall, at its own cost and expense, be responsible for the movement and subsequent replacement of all computer equipment, electronic equipment, any other communication equipment, and all otherwise sensitive equipment identified by the HCA/Facilities Service Manager. Lessor shall ensure that the carpet is installed consistent with industry standards and said carpet shall meet the specifications or acceptable equivalent approved by the HCA/Facilities Service Manager. All costs incurred by Lessor with respect to this Clause 15 shall be paid by the County; however, such costs shall be amortized over the remaining term of the Lease (i.e. the Base Rent payable hereunder shall be increased by such amortized amount); provided, however, that if this Lease is earlier terminated for any reason other than Lessor's default, the full remaining amount shall be due and payable on the date of such termination.

Should Lessor fail to comply with the provisions of this clause, County shall have the option to complete said re-carpeting.

25. ASSIGNMENT AND SUBLETTING (3.4 N)

- A. General. County shall not assign this Lease or sublet the Premises in whole or in part without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessor shall respond in writing to County's written request to assign this Lease or sublet all or any portion of the Premises within fifteen (15) days of County's request. In the event Lessor withholds consent to any such request by County, Lessor shall provide reasonable details of its reason for such withholding of consent. In any event, County may sublease up to twenty percent (20%) of the Premises without obtaining Lessor's prior written consent. In the event Lessor fails to timely respond to County's request, Lessor shall be deemed to have approved such request.
- B. Justifications for Withholding Consent. By way of example and not limitation, Lessor shall be deemed to have reasonably withheld consent to a proposed assignment or sublease if in Lessor's reasonable opinion (i) the Premises are or may be in any way materially adversely affected thereby; (ii) the business reputation of the proposed assignee or subtenant is unacceptable; or (iii) the financial worth of the proposed assignee or subtenant is insufficient to meet the obligations of the subject sublease or assignment. Notwithstanding anything to the contrary contained herein, in no event shall it be reasonable for Lessor to withhold its consent on the basis that there is vacancy in the Building or based on the fact that the proposed assignee or sublessee currently leases space in the Building or has been or is currently in negotiations with Lessor to lease space at the Building.
- C. Excess Profit. If County shall make any assignment or sublease, with Lessor's consent, for a rental in excess of the rent payable under this Lease, Lessor shall be entitled to fifty percent (50%) of such excess; provided, however, that Tenant may deduct from the excess the actual, reasonable and documented costs of the following to the extent paid by Tenant in connection with the transfer: (i) brokers' commissions, and (ii) any improvement allowance, planning allowance or moving expenses granted to the transferee by Tenant, which amounts shall be amortized over the term of the assignment or sublease.

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34. SIGNAGE (4.3 N)

Lessor agrees to allow County, at County's sole expense, to install and maintain any sign or display including Building top signage, Building standard identification outside of the Premises, Building lobby directory and monument signage. Such signage shall comply with all applicable laws and zoning and site plan requirements. Upon the expiration or earlier termination of this Lease, County, at County's sole expense, shall remove all such signage and repair all damage caused by such removal.

8. If this is a lease, is it a straight lease, an operating agreement, a lease with an option to purchase, or a capital lease (see details below)? Operating Agreement

Capital Lease Determination: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure that proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

- i) Lease transfers ownership to the County by the end of the term.
- ii) Lease contains an option to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example \$1 or \$1,000, and based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)
- iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*
- iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com.