

Agreement No. MA-080-24010591

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COOPERATIVE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2024, "EFFECTIVE DATE" is by and between, The CITY OF DANA POINT, a municipal corporation, within the County of Orange, State of California, hereinafter referred to as "CITY" and The COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY". CITY and COUNTY shall sometimes be referred to individually as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, CITY and COUNTY entered into agreement number D09-001 for COUNTY to provide certain road maintenance and operation functions for the public streets located within the CITY limits for the term of July 1, 2009 through and including June 30, 2014; it was mutually agreed that this agreement may be extended for two (2) additional terms of five (5) years each, the first one to commence July 1, 2014, and the second to commence July 1, 2019; and

WHEREAS, CITY and COUNTY executed the first extension period, effective July 1, 2014 through and including June 30, 2019 as agreement number D14-003; and

WHEREAS, CITY and COUNTY executed the second extension period, effective July 1, 2019 through and including June 30, 2024 as agreement number MA-080-19011380; and

WHEREAS, CITY notified the COUNTY that the CITY desires to have the COUNTY continue to provide services to the CITY; and

WHEREAS, COUNTY is willing to continue to perform various municipal services and functions for the CITY and accept payment from the CITY for the cost of those services; and

WHEREAS, the PARTIES are desirous of entering into an agreement to continue services and supersede in its entirety the provisions of agreement number MA-080-19011380; and

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

A. DEFINITIONS

1. Work Plan: For the purposes of this AGREEMENT, the term "Work Plan" shall mean the CITY's fiscal year's Work Plan and budget describing the estimated work to be performed under this

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1 AGREEMENT during a particular fiscal year. The Work Plan is a schedule of specific activities that the
2 CITY intends to have accomplished during each fiscal year on which is stated the quantities of particular
3 activities that are required to accomplish the municipal services and functions. The Work Plan for July 1,
4 2024 through June 30, 2025 ("Year 1") is hereby attached as Attachment A. CITY and COUNTY shall
5 finalize the Work Plan for each subsequent Fiscal years by October 31 of the preceding year.

6 2. COUNTY Personnel: For the purposes of this AGREEMENT, the term COUNTY Personnel
7 shall mean in house County labor resources.

8 **B. TERM**

9 The term of this AGREEMENT shall be for five (5) years commencing on July 1, 2024, through and
10 including June 30, 2029, with an option for two (2) additional terms of five (5) years each, the first one to
11 commence July 1, 2029, and the second to commence July 1, 2034, upon mutual agreement by both
12 PARTIES, unless otherwise terminated by either PARTY as provided in paragraph C.

13 **C. TERMINATION**

14 Either PARTY may at any time, for any reason, with or without cause, terminate this AGREEMENT,
15 or any portion, by serving upon the non-terminating PARTY a written Notice of Termination at least 30 days
16 prior to the date of termination. The terminating PARTY shall not be obligated to explain its reasons for
17 termination. If the terminating PARTY terminates a portion of this AGREEMENT, such termination shall
18 not make void or invalidate the remainder of this AGREEMENT.

19 **D. COMPENSATION AND UNPLANNED WORK:**

20 1. CITY agrees that the rates in the fiscal year's work plan are estimated rates based on the
21 projected work plan and COUNTY will bill CITY on a time and materials basis for actual services rendered.
22 The time and materials costs shall include all costs for labor performed by COUNTY Personnel (including
23 labor, burden, overhead), equipment, and materials using the actual number of man-hours and equipment-
24 hours required (including travel time to and from project locations) and actual contract(s)/contractor(s)
25 costs.

26 2. CITY agrees that the total amount compensable to the COUNTY for all planned for work
27 performed under this AGREEMENT shall not exceed \$1,237,031 for the first fiscal year 2024-25, subject

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DocuSigned by:
Eric Shelton
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1 to the provisions in this AGREEMENT permitting Additional Work herein below. The total cost for the initial
2 five-year AGREEMENT shall not exceed \$6,185,155 without mutual consent of the PARTIES as set forth
3 in a written amendment to this AGREEMENT.

4 3. Unplanned Work. COUNTY, at the request and with the concurrence of CITY, may provide
5 additional services or work under this AGREEMENT of the type described in the Work Plan, but not planned
6 for therein, beyond the amounts and at different times than those specified in the Work Plan under two
7 circumstances. Those circumstances shall be Emergency Work and Additional Services.

8 a. Emergency Work. "Emergency Work" shall be the unplanned, emergency work
9 necessitated by accidents, storms, or other natural disasters requested by the CITY and provided by the
10 COUNTY. Emergency Work shall only be performed with mutual consent of the COUNTY and CITY.
11 Emergency Work shall be of the type and kind of services described in the Work Plan, and any may not
12 include services not already described therein. CITY shall compensate COUNTY for all Emergency Work
13 in an amount agreed upon by COUNTY and CITY prior to the performance of the Emergency Work.

14 b. Additional Work: "Additional Work" shall be services and work provided to CITY by
15 COUNTY beyond the level of the annual Work Plan based on a request from the CITY and concurrence of
16 the COUNTY. Additional Work may be provided to CITY subject to the COUNTY's agreement to provide
17 the Additional Work, and shall be of the nature and kind of work and services described in the Work Plan,
18 and invoiced to the CITY at the rates agreed to in the Work Plan. COUNTY's consent to perform Additional
19 Work requested by CITY shall serve to amend the Work Plan for the year in which the Additional Work is
20 performed. In no event shall the cost of performing the Additional Work exceed 10% of the contract amount
21 approved by CITY. Additional Work shall not be performed without consent of COUNTY.

22 4. COUNTY shall submit invoices monthly for actual services performed, including
23 performance of any Emergency Work and Additional Work. Invoices shall be submitted on or about the first
24 business day of each month, for services provided in the previous month. Payment shall be made within
25 thirty (30) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of COUNTY's
26 fees it shall give written notice to COUNTY within 30 days of receipt of an invoice of any disputed fees set
27 forth on the invoice.

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1 **E. INDEMNIFICATION**

2 COUNTY agrees to indemnify, defend with counsel approved in writing, protect and hold harmless
3 the CITY, its officers, elected or appointed officials, employees and volunteers from and against any and
4 all claims, demands, losses, defense costs or expenses, or liability of any kind or nature which the CITY,
5 its officers, elected or appointed officials, employees and volunteers may sustain or incur or which may be
6 imposed upon them for injury to or death of persons or damage to property arising out of COUNTY's
7 negligent or wrongful acts in performing under the terms of this AGREEMENT. COUNTY shall defend, at
8 its expense, including attorney fees, CITY, its officers, agents, employees, independent contractors and
9 volunteers in any legal action or claim of any kind based upon such alleged acts or omissions. The
10 COUNTY shall not be liable in any way or indemnify the CITY, its officers, elected or appointed officials,
11 employees and volunteers for CITY's negligence or the negligence of CITY's officers, officials, employees
12 or volunteers.

13 COUNTY agrees that it will follow its work management system field manual and the CalTrans manual
14 of traffic controls for construction and maintenance work zones to avoid or minimize risk of loss.

15 CITY agrees to indemnify, defend with counsel approved in writing, protect and hold harmless the
16 COUNTY, its officers, elected or appointed officials, employees and volunteers from and against any and
17 all claims, demands, losses, defense cost or expenses, or liability of any kind or nature which the COUNTY,
18 its officers, elected or appointed officials, employees or volunteers may sustain or incur or which may be
19 imposed upon them for injury to or death of persons or damage to property arising out of the CITY's
20 negligent or wrongful acts in performing under the terms of this AGREEMENT. The CITY shall not be liable
21 in any way or indemnify the COUNTY, its officers, elected or appointed officials, employees and volunteers
22 for COUNTY's negligence or the negligence of COUNTY's officers, elected or appointed officials,
23 employees or volunteers.

24 If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of
25 the concurrent active negligence of CITY or COUNTY, CITY and COUNTY agree that liability will be
26 apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

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1 Without limiting the foregoing, CITY indemnification also extends to COUNTY employees or agents
2 serving as inspectors in the CITY whose duties include recurring inspection to identify maintenance and
3 repair needs. The failure to identify a hazard not currently involved in maintenance or repair which results
4 in claim shall not transfer responsibility for the hazard to the COUNTY. COUNTY responsibility includes
5 maintenance and repair work in progress by COUNTY employees or contract work under COUNTY
6 administration.

7 Each PARTY agrees to fully cooperate with the other and assist the other PARTY hereto in all
8 matters relating to losses covered by the terms of this AGREEMENT, and more specifically but not being
9 limited thereby, each PARTY will:

10 1. Give prompt notification of all occurrences covered or likely to be covered by the terms
11 hereof, together with the particulars thereof the other part hereto;

12 2. If claim is made, or suit is brought against a PARTY on occurrences covered or likely to be
13 covered by the terms hereof, such PARTY shall immediately forward every claim, demand, notice,
14 summons or other process received by it to the other PARTY hereto.

15 CITY may, at its own expense, participate in the defense of any suit, or in the prosecution of any
16 appeal affecting matters herein involved where the duty of defense or prosecution is imposed on COUNTY,
17 and where COUNTY has consented thereto.

18 **F. PROJECT MANAGER**

19 The CITY shall appoint a Project Manager to act as liaison between the COUNTY and CITY during
20 the term of this AGREEMENT. The CITY's Project Manager shall coordinate the activities of the CITY staff
21 assigned to work with COUNTY. COUNTY shall appoint a Contract Administrator. COUNTY's Contract
22 Administrator shall direct the COUNTY's efforts in fulfilling COUNTY's obligations under this AGREEMENT
23 and shall be the CITY's point of contact for all matters relating to this AGREEMENT.

24 **G. NOTICES**

25 Any and all notices permitted or required to be given hereunder shall be deemed duly given 1) upon
26 actual delivery, if delivery is by email or by hand; or 2) upon delivery by the United States Mail if delivery is
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1 by postage paid registered or certified return receipt requested mail. Each such notice shall be sent to the
2 respective PARTY at the address indicated below;

3 FOR CITY: City Manager
4 33282 Golden Lantern
5 Dana Point, CA 92629
6 FOR COUNTY: County Contract Administrator
7 2301 N. Glassell Street
8 Orange, CA 92865

9 **H. ENTIRE AGREEMENT**

10 This AGREEMENT along with each fiscal year's Work Plan, inclusive of any Emergency Work and
11 Additional Work agreed to in writing by the County Contract Administrator, subject to the agreement and
12 direction of the Director of OC Public Works or designee, and CITY's Project Manager or designee,
13 constitutes the entire AGREEMENT between the PARTIES with respect to the matters contained herein.

14 **I. GOVERNING LAW AND VENUE**

15 The CITY and COUNTY understand and agree that the laws of the State of California shall govern
16 the rights, obligations, duties and liabilities of the PARTIES to this AGREEMENT and also govern the
17 interpretation of this AGREEMENT. In the event of any legal action to enforce or interpret this
18 AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange
19 County, California, and the PARTIES hereto agree to and hereby submit to the jurisdiction of such court,
20 notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to
21 waive any and all rights to request that an action be transferred for trial to another County.

22 **J. AMENDMENTS**

23 No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing
24 and signed by the PARTIES, no oral understanding or agreement not incorporated herein shall be binding
25 on either of the PARTIES, and no exceptions, alternatives, substitutes or revisions are valid or binding on
26 the COUNTY or CITY unless authorized in writing.

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1 **K. ASSIGNMENT**

2 Neither PARTY shall assign its performance of this AGREEMENT, nor any part thereof, without the
3 prior written consent of the non-assigning PARTY. Any attempt by either PARTY to assign this
4 AGREEMENT or any portion thereof without the express written consent of the non-assigning PARTY shall
5 be invalid and constitute a breach of this AGREEMENT.

6 **L. CONSENT TO BREACH NOT WAIVER**

7 No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless
8 such a waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented.
9 Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not
10 constitute consent to, waiver of, or excuse for any other different or subsequent breach.

11 **M. FORCE MAJEURE**

12 COUNTY shall not be assessed with damages or penalties for unsatisfactory performance during
13 any delay in the performance of any work under this AGREEMENT caused by any act of God, war, civil
14 disorder, employment strike or other cause beyond its reasonable control, provided COUNTY gives written
15 notice of the cause of the delay to the CITY within 24 hours of the start for the delay. Dedicated City crew
16 provided through this AGREEMENT and as defined in the Work Plan and Budget shall remain assigned to
17 the City throughout any such event or situation.

18 **N. HEADINGS**

19 The various headings and numbers herein, the grouping of provisions of this AGREEMENT into
20 separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only
21 and shall not limit or otherwise affect the meaning hereof.

22 **O. CALENDAR DAYS**

23 Any reference to the word "day" or "days" shall mean calendar day or calendar days respectively,
24 unless otherwise expressly provided.

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1 **P. ATTORNEY FEES**

2 In any action or proceeding to enforce or interpret any provision of this AGREEMENT or where any
3 provisions hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs
4 and expenses.

5 **Q. INTERPRETATION**

6 This AGREEMENT has been negotiated at arm's length and between persons sophisticated and
7 knowledgeable in the matters dealt with in this AGREEMENT. In addition, each PARTY has been
8 represented by experienced and knowledgeable independent legal counsel of their own choosing or has
9 knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so.
10 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in
11 executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.
12 Accordingly, any rule of law, (including California Civil Code section 1654) or legal decision that would
13 require interpretation of any ambiguities in this AGREEMENT against the PARTY that drafted it is not
14 applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner
15 to affect the purpose of the PARTIES to this AGREEMENT.

16 **R. SEVERABILITY**

17 If any term, covenant, condition, provision or article of this AGREEMENT is held by a court of
18 competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall
19 remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

20 **S. DISPUTE**

21 If a dispute arises, the PARTIES respective designated representatives shall attempt to resolve the
22 issue. In the event the County Contract Administrator and the City's Project Manager have failed to resolve
23 the issue within twenty working days after the referral of the issue to them, the PARTIES shall refer the
24 issue to the City Engineer/Director of Public Works and OC Public Works (OCPW) Operations Manager for
25 resolution.

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1 **T. AUTHORITY TO EXECUTE THIS AGREEMENT**

2 The individuals executing this AGREEMENT represent and warrant that this AGREEMENT has
3 been duly authorized, and executed by, and constitutes the legally binding obligation of, their respective
4 organization or entity, enforceable in accordance with its terms.

5 **U. EXECUTION IN COUNTERPARTS:**

6 This AGREEMENT may be executed in counterparts, each of which when executed and delivered
7 shall be considered an original, and when taken together shall constitute a single document.

8 **CITY AND COUNTY RESPONSIBILITIES:**

9 **V. COUNTY SHALL:**

10 1. Each fiscal year develop a Work Plan for work to be performed during the following fiscal
11 year to provide field operations, contract effort and support operations required to provide the level of
12 maintenance requested by the CITY and within the "not to exceed" amount established by this
13 AGREEMENT. The Work Plan will include estimates for manpower and equipment. This Work Plan will
14 be based on the historical maintenance workload in the CITY, discussions with CITY staff of future priority,
15 emphasis, and changes in the composition of COUNTY Personnel and contract labor capability. COUNTY
16 shall submit the preliminary Work Plan to CITY for review by October of each year for the next fiscal year
17 scheduled to begin July 1. The annual Work Plan shall be finalized by January 31 of each year for the next
18 fiscal year scheduled to begin July 1, consistent with CITY recommendations and COUNTY available
19 resources. The Work Plan shall include an allowance for miscellaneous work to respond to emergencies.
20 The final Work Plan for each fiscal year shall be incorporated into and attached as part of this AGREEMENT
21 as Attachment A.

22 2. Perform certain municipal services and functions in general accordance with the Work Plan
23 but based upon specific inspection reports of required maintenance activities, requests from CITY staff for
24 specific work and the established schedule of cyclical maintenance activities. Municipal services and
25 functions may be performed by COUNTY Personnel, competitively bid contracts, or a combination of the
26 two.

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1 3. Negotiate with the CITY in good faith and, if CITY and COUNTY can agree on pricing and
2 terms, perform emergency or special municipal services and functions necessitated by accidents, storms
3 or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway,
4 structure, or facility.

5 4. Prepare general and specific work schedules for performing the work described in the Work
6 Plan. The general schedule shall indicate work to be accomplished by contract and work to be
7 accomplished by COUNTY Personnel. Provide copy of specific work schedule for COUNTY Personnel
8 and COUNTY contractors performing work in the CITY on a biweekly basis. Provide daily email notifications
9 to CITY personnel of COUNTY Personnel and COUNTY contractors performing work in the CITY.

10 5. Submit monthly progress updates to the CITY in the form of activity status reports, contract
11 status and backlog reports. Meet periodically with CITY to discuss the Work Plan and services being
12 provided. Notify CITY in advance of potential cost overruns associated with deviations from the Work Plan
13 and work with CITY to implement strategies for budget and/or service level adjustments commensurate
14 with available funding. For work being performed by COUNTY Personnel pursuant to Section V.3 above,
15 COUNTY shall notify the CITY in advance of any cost overruns being incurred and obtain the CITY's
16 approval before incurring such cost overruns (CITY shall not unreasonably withhold its approval). For work
17 being performed by competitively bid contract pursuant to Section V.3 above, COUNTY shall notify the
18 CITY of any proposed change order submitted by the contractor and obtain the CITY's approval of any
19 change order before approving it (CITY shall not unreasonably withhold its approval). CITY shall not be
20 responsible for any cost overruns or change orders incurred by COUNTY that CITY did not approve
21 pursuant to this section.

22 6. Submit to CITY Maintenance Inspection Reports of identified work including activities not
23 covered by the Work Plan or that would exceed levels set forth in the plan to CITY. Work exceeding the
24 Work Plan will be the subject of separate discussion regarding funding, scheduling and accomplishment.

25 7. Provide support operations required for providing normal maintenance operations in
26 accordance with the Work Plan. This includes the following operations and functions:
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1 a. Provide a full time Senior Maintenance Inspector to provide oversight of the Work
2 Plan, perform inspection of CITY facilities within CITY jurisdiction, supervise other COUNTY staff, as well
3 as to oversee the preparation of standard Maintenance Inspection Reports (MIR) to initiate maintenance
4 work, investigation of complaints from the public and CITY representatives and routine investigation of the
5 Public Works maintenance aspects of claims made against the CITY, and to be available to CITY for a
6 variety of work activities until July 1, 2025.

7 b. Provide a full time on-site dedicated maintenance staff to perform the daily work
8 assignments based upon the inspection reports generated from the Senior Maintenance Inspector or as
9 requested from CITY in accordance with the Work Plan until July 1, 2025.

10 c. Effective July 1, 2025 through June 30, 2029, the full time dedicated staff (Senior
11 Maintenance Inspector and maintenance staff) will be reduced from full time dedicated staff to an as
12 needed basis for services requested by the CITY. CITY may request COUNTY to provide services of the
13 types described in the work plan at any time, and subject to the availability of COUNTY resources.
14 COUNTY may provide services when requested by CITY. COUNTY will perform services indicated in the
15 Work Plan by COUNTY Personnel, COUNTY contractors (competitively bid contracts), or a combination of
16 the two depending on available resources at the time the work is requested by the CITY. All COUNTY
17 resources utilized to perform services will work under COUNTY's direction and supervision. If COUNTY
18 resources are unavailable for whatever reason as determined by the Director, or the Director determines
19 that provision of the services requested by CITY would not be in the COUNTY's best interest or would
20 impair the COUNTY's ability to provide government services of any type in areas outside the CITY'S
21 jurisdiction, COUNTY may decline to provide the requested services at no penalty to the COUNTY.

22 d. Provide scheduling services for preparation of work assignments based upon
23 inspection reports or input from CITY in accordance with the Work Plan. Develop and maintain a backlog
24 report for activities for the CITY area to track work performed, and prepare reports of project costs for those
25 projects where special reimbursement is possible.

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1 e. Provide all routine service, supplies and logistical support for performance of
2 maintenance and operations functions for COUNTY Personnel in accordance with its standard warehouse
3 operating procedures.

4 f. Provide contract administration/inspection services for maintenance work performed
5 by COUNTY contracts in CITY.

6 g. Provide logistical support of COUNTY Personnel including contract administration of
7 specialty contractors, support contracts, special materials and services.

8 8. Provide all supervision and management required for the Work Plan

9 9. For each fiscal year, perform all the work as requested by CITY listed on Work Plan or
10 mutually agreed-to additional work/emergency work. Each fiscal year's Work Plan shall have the prices,
11 rates and fees set forth charges projected to be incurred by the CITY during that fiscal year based upon
12 the projected material, labor, burden, overhead, equipment and contracted services for the upcoming fiscal
13 year. COUNTY shall prepare a report, subject to review and approval of the CITY Manager, which
14 describes each of the activities listed on the annual Work Plan.

15 **W. CITY SHALL:**

16 1. Review the preliminary annual Work Plan prepared by the COUNTY by October of each
17 year, and make revisions, with concurrence of the COUNTY by January 31, based upon CITY's budget
18 and desired service levels and consistent with available COUNTY resources and contract capability.

19 2. Meet periodically with COUNTY to discuss the performance of work delivered under the
20 Work Plan and services being provided. Review with COUNTY any cost overruns from the Work Plan and
21 develop strategies for budget and/or service levels commensurate with available funding.

22 3. Notify COUNTY of priority service requests to be included within the bi-weekly work
23 schedule. Review work schedule for COUNTY Personnel and contract work.

24 4. Designate an individual or individuals authorized to submit service requests and designate
25 that the individual or individuals authorized to review and approve contract documents as the CITY
26 Manager.

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1 5. Except as otherwise provided in this AGREEMENT, pay COUNTY for entire total cost
2 incurred by COUNTY for maintenance, operation, support and contract functions performed within CITY
3 by COUNTY staff or COUNTY administered contracts to include all costs for labor, equipment, materials,
4 service contracts, special maintenance contracts, repair contracts, and all applicable overhead and
5 supervisory expenses in accordance with established COUNTY prices, rates, fees and charges at the time
6 work is performed.

7 6. Pay COUNTY invoiced costs by payment due date. Payment due dates shall be thirty
8 calendar days after the date of invoicing.

9 7. Serve as liaison with individual homeowners, homeowner association's citizen groups and
10 other concerning performance of work and levels of service provided under this AGREEMENT.

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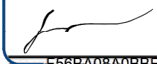
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1 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the
2 dates following their respective signatures effective as of the date first above written:

4 COUNTY OF ORANGE

CITY OF DANA POINT

5
6 By _____
7 Chairman of the Board of Supervisors
8 County of Orange, California

DocuSigned by:

9 E56BA08A0BBE4B0...
10 Michael Killebrew
11 City Manager

9 Date: _____

Date: March 19, 2024

11 SIGNED AND CERTIFIED THAT A COPY OF
12 THIS AGREEMENT HAS BEEN DELIVERED TO
13 THE CHAIR OF THE BOARD PER G.C. Sec 25103,
14 Reso 79-1535

13 Attest:
14
15 By _____
16 Robin Stieler
17 Clerk of the Board of Supervisors
18 County of Orange, California


Attest:
14 DocuSigned by:


15 8054D78588E436...
16 Shayna Sharke
17 City Clerk

17 Date: _____

Date: March 25, 2024

19 APPROVED AS TO FORM
20 OFFICE OF THE COUNTY COUNSEL
21 ORANGE COUNTY, CALIFORNIA

21 DocuSigned by:

22 By _____
23 80E0DEB355974B1...
24 Deputy

Approved As to Form:
21 DocuSigned by:

22 _____
23 822190F37CB5458...
24 City Attorney

24 /// Stephanie Clark

25 /// 4/8/2024

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