

*County of Orange, OC Community Resources
Abrazar, Inc.*

13-23-629465

**AMENDMENT NO. FOUR
TO
AGREEMENT # 13-23-629465
FOR
COMMUNITY CENTER MANAGEMENT AND OPERATIONS**

This Amendment to Agreement # 13-23-629465 (hereinafter referred to as “**Fourth Amendment**”), to the Community Center Management Agreement dated July 01, 2004 (as amended, hereinafter referred to as “**Original Agreement**”) is made and entered into as of the date fully executed by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”) and ABRAZAR, INC, a California non-profit corporation, D-U-N-S No. 803281849, UEI No. L9YNGMGNB8B8, with a place of business at 7101 Wyoming Street, Westminster, CA 92683-3811 (“**Manager**”), with County and Contractor sometimes individually referred to as “**Party**” or collectively referred to as “**Parties.**”

RECITALS

WHEREAS, County and Manager entered into the Original Agreement, for professional services to manage and operate the Midway City Community Center commencing on July 1, 2004 through June 30, 2009; and,

WHEREAS, the Parties renewed the Original Agreement for an additional two-year period effective July 1, 2009 through June 30, 2011; and,

WHEREAS, the Parties renewed the Original Agreement for an additional two-year period effective July 1, 2011 through June 30, 2013; and,

WHEREAS, the Parties renewed the Original Agreement for an additional five-year period effective July 1, 2013 through June 30, 2018 and assigned it contract number 13-23-629465; and,

WHEREAS, the Parties executed Amendment Number One to the Original Agreement to extend the term for an additional two-year period effective July 1, 2018 through June 30, 2020; and,

WHEREAS, the Parties executed Amendment Number Two to extend the Original Agreement for an additional four-year period beginning July 1, 2020 through June 30, 2024; and,

WHEREAS, the Parties executed Amendment Number Three to extend the Original Agreement for an additional two-year period beginning July 1, 2024 through June 30, 2026; and,

WHEREAS, the Parties now desire to extend and amend the Original Agreement for an additional year, effective July 1, 2026 through June 30, 2027, and to replace the Scope of Work, attached to the Original Agreement; and,

WHEREAS, Manager is performing satisfactorily as required by the Original Agreement.

NOW THEREFORE, the Parties agree as follows:

AMENDMENT TO AGREEMENT ARTICLES

1. Article 16 of the Original Agreement shall be amended as follows:

*County of Orange, OC Community Resources
Abrazar, Inc.*

13-23-629465

- a. The following text is added to Article 2 (Term of Agreement):

2. Term of Agreement:

The Original Agreement is renewed for an additional one-year period effective July 1, 2026 through June 30, 2027.

Manager recognizes that the Premises are located in an unincorporated area of the County and may be annexed into an adjacent city during the term of this Agreement. In the event that the Premises are annexed it is the intent of the County to work with that city to recognize the contractual obligations under this Agreement so that city may assume the County's obligations under this Agreement. If either the County or the Manager is not satisfied with that arrangement as it may be negotiated, the Agreement may be terminated, as set forth in Section 18, hereunder.

2. Exhibit A - Scope of Work, shall be replaced in its entirety with Exhibit A-1 - Scope of Work, attached hereto.
3. All other terms and conditions of the Original Agreement shall remain unchanged and with full force and effect.

County of Orange, OC Community Resources
Abrazar, Inc.

13-23-629465

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

ABRAZAR, INC.*

Signed by:

 CA5455507877494...
 By: _____
 Print Name: Mario Ortega
 Title: Chief Executive Officer
Corporate Officer
 Date: 4/10/2026

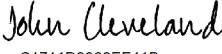
By: _____
 Print Name: _____
 Title: Corporate Officer
 Date: _____

COUNTY OF ORANGE, a political subdivision of the State of California

By: _____
 Print Name: Dylan Wright
 Title: Director, OC Community Resources
 Date: _____

APPROVED AS TO FORM:

Office of the County Counsel

DocuSigned by:

 C1711D9966EE41B...
 Deputy
 By: _____
 Date: 4/10/2026

* If the contracting party is a corporation, (2) two signatures are required: one (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 signator to bind the corporation.

County of Orange, OC Community Resources
Abrazar, Inc.

13-23-629465

EXHIBIT A-1

SCOPE OF WORK

I. Purpose

Manager will manage the day-to-day operations of the Midway City Community Center (“**Center**”), delivering services responsive and inclusive of the community, and maintaining the facility in accordance with County standards.

The Center is a vital community asset, particularly for low- and moderate-income seniors, many of whom are Vietnamese or Spanish-speaking and live within walking distance. The Manager will be expected to foster a welcoming, safe, and engaging environment that promotes health, independence, and community connection.

II. Background

The Center is a facility situated adjacent to Roger Stanton Park. The Center includes a large recreation room, kitchen and pantry, private offices, and modular buildings used for youth and family programming, which are being replaced by the County. Roger Stanton Park is a public County park and is used for outdoor activities.

III. Community Center Description

(Interior dimensions and square footages are estimated)

Midway City Community Center, 14900 Park Lane, Midway City, CA, 92655

The Center is located in the County Island area known as Midway City Neighborhood. The Center can be found within the boundaries of Bolsa Avenue to the South, Beach Blvd. to the East, Hazard Avenue to the North and Magnolia Avenue to the West.

The Center's interior consists of approximately 6,163 square feet. In addition to the Center, the property includes two modular units of approximately 2,880 square feet (“**Modular Units**”), all or portion of which will be occupied and used by the County. The property also includes a park and picnic area within the greater Roger Stanton Park, which are available for use by the Manager.

IV. County Premises

- A. County shall occupy all or a portion of the Modular Units during the term of this agreement (“**County Premises**”). Any portion of the Modular Units utilized by the Manager and the uses of the Modular Units will be at the discretion of the County, which will be documented by written notice by the County to the Manager indicating whether the County will occupy all or a portion of the Modular Units as the County Premises. Such written notice will also provide the pro rata calculation necessary for Subsection C, below.
- B. Manager will continue to operate and maintain the Center and property as further described herein, except for the County Premises. The Modular Units, or portion thereof that will be occupied by the County as the County Premises, shall be maintained by the County. Exhibit B to the Original Agreement shall apply to operation of the Center and Modular Units, except for the interior of the County Premises. Manager shall also be responsible for opening and closing the Modular Units, including the County Premises, as applicable, during business hours to permit County access to the County Premises, and in coordination with the County.

Manager shall be responsible for and pay, prior to delinquency date, all charges for water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used at the Center and the Modular Units (“**Utilities**”). County agrees to reimburse Manager for County’s share of the monthly Utilities for the County Premises, based on the metered use of the County Premises. In the event that any Utilities are not separately metered, the County agrees to reimburse its pro rata share for those utilities supplied to the County Premises.

- C. Manager shall submit to County a written claim for said reimbursement payments applicable to the County Premises. Payment shall be due and payable within thirty (30) days after County’s receipt of Manager’s written claim.

V. Delivery of Services

The Manager will perform all aspects of operating the Center, including service delivery and maintenance issues.

Manager will operate the Center, including its portion of the Modular Units, as applicable, in a manner consistent with the delivery of services for all ages, family types, and ethnicities and to form a method to solicit community and interested party input for actual services rendered.

Manager shall:

- A. Maintain hours of operation consistent with the needs of the immediate community and service users, including the use of the Center and/or grounds for after-hours events.
- B. Build community relations and become an integral part of the served community.
- C. Provide services or access to services aimed at promoting safety and

*County of Orange, OC Community Resources
Abrazar, Inc.*

13-23-629465

- permanence in homes and communities through prevention effort aimed at child abuse, domestic violence, gang activity, and substance abuse.
- D. Offer the provision, access to services, or increase the accessibility to health and mental health care, including preventative health care and substance abuse.
 - E. Offer services or means to increase the availability and accessibility of quality childcare and youth programs.
 - F. Assist families in obtaining access to resources, including educational, private, and governmental so that they may achieve economic self-sufficiency.
 - G. Offer resources, access to services, or direct provision of programs to strengthen parenting skills for multiple family types.
 - H. Offer school age children the resources or ability to achieve success in school, including resources for children to build self-esteem, character, and positive development.
 - I. Offer services to address the social, mental, health, nutritional and recreational needs of the older adult and senior population of the communities served.
 - J. Offer services, resources, or training opportunities for residents to capacity build community organizations and develop leadership qualities to encourage personal responsibility and self-sufficiency.
 - K. Offer all services at no cost or at a reasonable cost level commensurate with the population served.
 - L. Not to use the Center for any other purpose nor to engage in or permit any other activity within or from the Center. Manager shall not conduct or permit to be conducted any public or private nuisance in, on, or from the Center, or to commit or permit to be committed any waste within the Center.

Description of Manager Responsibilities:

- A. Manager will operate the Center in a manner consistent with County policy and guidelines and consistent with federal funding sources.
- B. Manager will ensure that services are delivered for children, youth, adults, families and older adults or seniors in a consistent and efficient manner based on community input and needs assessment.

*County of Orange, OC Community Resources
Abrazar, Inc.*

13-23-629465

- C. Manager will utilize community fundraising activities to leverage with other funding sources for program development and delivery and as a means to encourage continued community input, support, and activism in Center activities.

- D. Manager will sufficiently maintain the interior and exterior of the Center in a manner that prevents deferred maintenance problems and heavy wear of the physical structure and grounds. A suggested maintenance schedule for the Center can be found in Exhibit B.

- E. Manager will maintain and encourage community collaboration as a mechanism of community input into the programs offered and methods of delivery.