



## AGENDA

Garden Grove City Council

Tuesday, February 14, 2017

6:30 PM

Community Meeting Center -  
11300 Stanford Avenue, Garden  
Grove, CA 92840

Steven R. Jones

Mayor

Phat Bui

Mayor Pro Tem - District 4

Kris Beard

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

---

**Meeting Assistance:** Any person requiring auxiliary aids and services, due to a disability, to address the City Council, should contact the City Clerk's Office 72 hours prior to the meeting to arrange for accommodations. Phone: 714) 741-5040.

**Agenda Item Descriptions:** Are intended to give a brief, general description of the item. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda.

**Documents/Writings:** Any revised or additional documents/writings related to an item on the agenda distributed to all or a majority of the Council Members within 72 hours of a meeting, are made available for public inspection at the same time (1) in the City Clerk's Office at 11222 Acacia Parkway, Garden Grove, CA 92840, during normal business hours; (2) on the City's website as an attachment to the City Council meeting agenda; and (3) at the Council Chamber at the time of the meeting.

**Public Comments:** Members of the public desiring to address the City Council are requested to complete a **pink speaker card** indicating their name and address, and identifying the subject matter they wish to address. This card should be given to the City Clerk prior to the start of the meeting. General comments are made during "Oral Communications" and should be limited to matters under consideration and/or what the City Council has jurisdiction over. Persons wishing to address the City Council regarding a Public Hearing matter will be called to the podium at the time the matter is being considered.

**Manner of Addressing the City Council:** After being called by the Mayor, you may approach the podium, it is requested that you state your name for the record, and proceed to address the City Council. All remarks and questions should be addressed to the City Council as a whole and not to individual Council Members or staff members. Any person making impertinent, slanderous, or profane remarks or who becomes boisterous while addressing the City Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council any further during that meeting.

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

## AGENDA

### Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER O'NEILL, COUNCIL MEMBER T.NGUYEN, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K.NGUYEN, MAYOR PRO TEM BUI, MAYOR JONES

### INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

#### 1. MUSICAL PERFORMANCE

#### 2. PRESENTATIONS

- 2.a. Community Spotlight: Recognition of the City's Information Technology Department for receiving two awards from the Municipal Information Systems Association of California (MISAC).
- 2.b. Presentation from the Municipal Information Systems Association of California (MISAC) awarding the Garden Grove Information Technology Department with the Innovation Award and an Award of Excellence.
- 2.c. Presentation of the Annual Report from Orange County Human Relations.

#### 3. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

#### 4. WRITTEN COMMUNICATIONS

### RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

### RECONVENE

#### 5. CONSENT ITEMS

*(Consent Items will be acted on simultaneously with one motion unless separate discussion and/or action is requested by a Council Member.)*

- 5.a. Approval of Purchase Addendums for Public Safety tracking software modules from Spillman Technologies. (Cost: \$92,553) *(Action Item)*
- 5.b. Approval of 36-month leases with Enterprise Fleet Management for five undercover vehicles. (Cost: \$96,000) *(Action Item)*

- 5.c. Acceptance of Local Assistance Law Enforcement funds from the California Board of State and Community Corrections. (*Action Item*)
- 5.d. Approval of an agreement with the California Department of Justice for the Sex Offender Registration and Notification Act (SORNA) 2016 Grant Pilot Program and allocation of the grant funds to the Police Department. (Grant Amount: \$15,000) (*Action Item*)
- 5.e. Adoption of a Resolution adding a new classification for Payroll Supervisor and approval of the salary range. (*Action Item*)
- 5.f. Adoption of a Resolution approving the Memorandum of Understanding with the Garden Grove Police Management Association. (*Action Item*)
- 5.g. Acceptance of an easement for Public Street and Highway Purposes for the property located at 6851 Lampson Avenue, Garden Grove. (*Action Item*)
- 5.h. Receive and file minutes from the meetings held on December 13, 2016, and January 10, 2017. (*Action Item*)
- 5.i. Approval of Warrants. (*Action Item*)

## 6. PUBLIC HEARINGS

*(Motion to approve will include adoption of each Resolution unless otherwise stated.)*

## 7. COMMISSION/COMMITTEE MATTERS

- 7.a. Appointments to City Commissions and to the Administrative Board of Appeals. (*Action Item*)

## 8. ITEMS FOR CONSIDERATION

- 8.a. Award of contract to W.M. Curbside, LLC, for the Used Motor Oil Recycling and Battery Collection Program. (Cost: \$257,500) (*Action Item*)
- 8.b. Approval of a Facility Usage Agreement for the Strawberry Bowl Festival Amphitheater with LFA Group, LLC. (*Action Item*)
- 8.c. Approval of a Programming Funding Agreement with Shakespeare Orange County for Shakespeare performances at the Festival Amphitheater. (*Action Item*)

## 9. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

## 10. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, February 28, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford

Avenue, Garden Grove, CA.



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of Purchase Addendums for Public Safety tracking software modules from Spillman Technologies. (Cost: \$92,553) ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

To seek City Council approval to purchase software modules from Spillman Technologies for tracking employee performance and improving workflow efficiency.

**BACKGROUND**

In September of 2016, the Garden Grove Police Department purchased and transitioned to Spillman Technologies software; an integrated public safety software system that replaced over twelve stand-alone computer systems that controlled the operations of the Police Department. The system has been live for more than a year, and the product has met and exceeded performance expectations.

This paperless real-time reporting software system is frequently updated at no additional cost other than annual maintenance charges. Occasionally, new product modules are developed and released at an additional cost. Four products recently became available that improve efficiencies and allow Police Management to monitor the performance of Officers, Report Writers, and Dispatchers. Department staff has seen demonstrations of these products and believe they will be a valuable addition to the software suite.

**DISCUSSION**

Members of the Garden Grove Police Department Spillman Steering Committee recently evaluated three new products offered by Spillman Technologies. They include: Learning Management System, CAD Management Dashboard, Command Staff Productivity, and the Arrest Form Module.

The CAD Management Dashboard will enable supervisors and managers to view call natures and frequency, compare response times to national standards, monitor

dispatch efficiency and determine where to make adjustments in staffing or training, and see calls on Google Maps. It also allows supervisors to customize the dashboard with specific call natures, date ranges, and agency information.

The Command Staff Productivity Dashboard will enable supervisors and managers to monitor in real-time officer workload and performance, compare shift workload to determine staffing needs and deployment schedules, monitor and compare free patrol to structured patrol time. The dashboard will provide supervisors and managers timely data to monitor and identify efficiency issues as well as provide statistical data to help determine officer staffing levels.

The Arrest Forms Module is an important component in maximizing efficiencies with the Spillman software. The module will eliminate the need for officers to physically write arrestee and charge information on a paper form for jailers to electronically reenter during the booking process. This module will save time and will reduce the amount of human error during the data entry phase of the process. The module will allow jailers to electronically transfer all data from the arrest form to the jail booking module, eliminating the need for redundant entry.

The Learning Management System is a web-based learning portal that will be used for Department module training for Spillman users and Spillman System Administrators. The portal will be available to all users of the system and is a training resource that can be used for individual training or group training. This resource will be used for the initial training of new hires as well as remedial training for personnel that need further instruction to become proficient in using the software. The program offers easy-to-read instruction with screen shots, video examples, and there is an exam component to test proficiency and identify areas of remediation.

Each module is specifically designed to work within the Spillman software suite.

#### FINANCIAL IMPACT

The initial purchase of the three modules will be made using public safety restricted funds appropriated in the FY 2016-2017 budget. There will be no impact to the General Fund. The initial cost of the modules are as follows:

CAD Management Dashboard	\$24,410
Mobile Arrest Form	\$35,383
Command Staff Productivity	\$27,549
Learning Management System	<u>\$ 5,211</u>
Total	\$92,553

Each product requires annual maintenance, which begins in the second year (beginning around March 2018). The combined estimated annual maintenance cost for the second year is \$16,530. This cost will be a General Fund liability and will be addressed as a budget increase request during the budget process for the FY 2017-2018.

## RECOMMENDATION

It is recommended that the City Council:

- Approve Purchase Addendums, in the total amount of \$92,553, for the CAD Management Dashboard, Command Staff Productivity, and the Arrest Form Module from Spillman Technologies; and
- Authorize the City Manager to sign the Purchase Addendums on behalf of the City.

By: Travis Whitman, Captain

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Quote and Purchase Addendum	1/24/2017	Cover Memo	Spillman_Quote_and_Purchase_Addendums.pdf

## Quote and Purchase Addendum

Quoted Date: December 30, 2016      Quote Number: QUO-10990-R4D9D3  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- CAD Management Dashboard

### Package Quote

\$24,410

### Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$3,461

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

## Quote and Purchase Addendum

Quoted Date: December 30, 2016

Quote Number: QUO-10990-R4D9D3

Quote Expiration Date: March 31, 2017

Prepared By: Troy Archer

**Garden Grove Police Department**

Customer Name

Authorized Signature

Date

Print Name and Title

## Quote and Purchase Addendum

Quoted Date: December 30, 2016      Quote Number: QUO-09552-B2W3J4  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- Mobile Arrest Form - Site License

### Package Quote

\$35,383

Web Training Included

### Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$3,949

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

## Quote and Purchase Addendum

Quoted Date: December 30, 2016      Quote Number: QUO-09552-B2W3J4  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

**Garden Grove Police Department**

Customer Name

Authorized Signature

Date

Print Name and Title

## Quote and Purchase Addendum

Quoted Date: December 30, 2016      Quote Number: QUO-11535-L2S8W1  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- Command Staff Productivity

### Package Quote

\$27,549

### Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$3,907

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.



## Quote and Purchase Addendum

Quoted Date: December 30, 2016

Quote Number: QUO-11535-L2S8W1

Quote Expiration Date: March 31, 2017

Prepared By: Troy Archer

**Garden Grove Police Department**

Customer Name

Authorized Signature

Date

Print Name and Title

## Quote and Purchase Addendum

Quoted Date: January 03, 2017      Quote Number: QUO-11549-J9G3C9  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

### Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman will assign a Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

### Included in Quote

- Learning Management System - Seat License(s)-1 Years

### Package Quote

\$5,211

### Future Maintenance

- 2nd-year maintenance charges will begin 12 months from the date of contract execution listed below.
- Future maintenance is estimated for your planning purposes and is not included in this purchase.

2nd-year Maintenance Total: \$5,213

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

## Quote and Purchase Addendum

Quoted Date: January 03, 2017      Quote Number: QUO-11549-J9G3C9  
Quote Expiration Date: March 31, 2017      Prepared By: Troy Archer

**Garden Grove Police Department**

Customer Name

Authorized Signature

Date

Print Name and Title

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Todd D. Elgin  
Dept.: City Manager Dept.: Police  
Subject: Approval of 36-month leases with Enterprise Fleet Management for five undercover vehicles. (Cost: \$96,000) (Action Item) Date: 2/14/2017

---

**OBJECTIVE**

To gain City Council approval to enter into 36-month operating lease contracts with Enterprise Fleet Management (Enterprise) for five Police Department undercover vehicles, pursuant to the terms of the existing standard Master Walkaway Lease Contract.

**BACKGROUND**

Leasing vehicles has been very successful for the Police Department, as it allows investigators to conduct operations in vehicles chosen to blend in with the general population, and to rotate them out every 36 months. The existing Master Walkaway Lease Contract with Enterprise with operating leases for five vehicles expires in June 2017. Manufacturer delivery lead times range from 12 to 21 weeks, so Enterprise must order the vehicles as soon as possible to avoid having to extend the current contracts while waiting for the new vehicles.

**DISCUSSION**

Police staff worked with Enterprise and identified five vehicles that meet the operational needs of the Department, and also provide substantial manufacturer incentives. Each vehicle will have a total allowance of 30,000 miles for the 36-month lease term and the dealer will complete any repairs that are covered under warranty. Enterprise will also provide physical damage coverage for the vehicles, as leased vehicles do not qualify for comprehensive coverage under the City's self-insurance guidelines. The cost of each of the five leases is \$32,000 per year with a total of \$96,000 for the full 36-month term of the agreements. This amount includes all monthly lease payments, physical damage insurance, annual license renewal fees, and all fees associated with initial delivery.

**FINANCIAL IMPACT**

The cost for leasing five vehicles from Enterprise is incorporated into the Police Department's budget as an ongoing expense. There will be no additional burden on the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the 36-month vehicle operating lease contracts for five (5) Police Department undercover vehicles, pursuant to the existing Master Walkaway Lease Contract; and
- Authorize the City Manager to sign the lease contracts on behalf of the City, and make minor modifications as appropriate thereto.

By: Courtney Allison, Fiscal Analyst

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Acceptance of Local Assistance Law Enforcement funds from the California Board of State and Community Corrections. ( <i>Action Item</i> )	Date:	2/14/2017

---

**OBJECTIVE**

To gain City Council approval to accept Local Assistance Law Enforcement Funds from the California Board of State and Community Corrections so that the City can receive approximately \$57,100 in state funds, and allocate these funds to front-line law enforcement services.

**BACKGROUND**

Legislation associated with the California 2011 Budget Act established the Board of State and Community Corrections (BSCC) as an independent entity, effective July 1, 2012. The BSCC assumed the previous functions of the Corrections Standards Authority, as well as other public safety programs previously administered by the California Emergency Management Agency.

Due to the steady erosion of funding for city police agencies over the past several years, local communities have experienced significant public safety impacts. To help mitigate these reductions, funds were appropriated to create a new grant program.

**DISCUSSION**

As part of the 2016 Budget Act, funding for Local Assistance was appropriated for city police departments "to increase positive outcomes between municipal law enforcement and high-risk populations." A provision of the Budget Act requires that "a minimum of 60 percent of the total funding go to police departments employing 100 or fewer officers." Orange County agencies were allocated a total of approximately \$1.27 million, and Garden Grove's allocation is approximately \$57,100.

**FINANCIAL IMPACT**

Using BSCC money, in the amount of \$57,100, to help fund the Police Department's front-line services creates no burden on the City's General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the acceptance of Local Assistance Law Enforcement Funds from the California Board of State and Community Corrections (BSCC) in the amount of \$57,100; and
- Authorize the allocation of these funds to the Police Department for front-line law enforcement services.

By: Courtney Allison, Fiscal Analyst

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of an agreement with the California Department of Justice for the Sex Offender Registration and Notification Act (SORNA) 2016 Grant Pilot Program and allocation of the grant funds to the Police Department. (Grant Amount: \$15,000) ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

To gain City Council approval for the acceptance of Sex Offender Registration and Notification Act (SORNA) 2016 Grant funds, so that the City can receive approximately \$15,000 in federal funds.

**BACKGROUND**

On October 1st 2016, the California Department of Justice-Sex Offender Registry opened the application process to all California law enforcement agencies for the Sex Offender Registration and Notification Act (SORNA) Reallocation Grant Pilot Program. The purpose of this grant was to assist and facilitate those police agencies, with more than 50 sex registrants residing in their jurisdiction, in their registration process and tracking of the sex registrants. The award amount was up to \$40,000 per agency, depending on the agency size and the number of sex registrants that the applying agency monitored.

**DISCUSSION**

In November 2016, Detective Dave Lopez recognized the need for resources that would increase the efficiency of the GGPD Sex Offender Unit, and applied for the grant. The need was to upgrade and streamline the equipment/registration process, as well as obtaining new equipment for the monitoring of registrants during quarterly sweeps.

Detective Lopez, with assistance from one civilian employee, monitors 206 Garden



Grove sex offender registrants. Twice a week, for four hours each day, offenders come to the police station to register and remain in compliance with the law. The registration process involves multiple steps, including redundant data input, photographs and fingerprints, and can take up to three hours to complete for each registrant as the equipment is scattered throughout the department and shared with other units.

The Department's Sex Offender Unit also conducts four yearly sex offender registrant sweeps to monitor the registrants and to confirm that they are compliant with their registrant guidelines. These sweeps often are manned by more than 50 police personnel from GGPD, the OC Probation Department and parole agents from the California Department of Corrections and Rehabilitation. In order to streamline the sex registration process, upgrade the field effectiveness of the sweeps, and scan/download the several hundreds of prior years' registration forms still in storage, Detective Lopez requested the grant money to purchase equipment/technology for the unit.

#### FINANCIAL IMPACT

Using SORNA money to purchase equipment/technology creates no burden on the City's General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with the California Department of Justice for the Sex Offender Registration and Notification Act (SORNA) 2016 Grant Pilot Program, and allocation of those grant funds to the City's Police Department; and
- Authorize the City Manager to execute the agreement with the California Department of Justice to purchase equipment/technology for the Police Department.

By: Courtney Allison, Fiscal Analyst

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
SORNA 2016 Grant Pilot Project MOU and Exhibits_Jan 2017	1/30/2017	Backup Material	SORNA_2016_Grant_Pilot_Project_MOU_and_Exhibits_Jan_2017.pdf

**Memorandum of Understanding**  
California Department of Justice (CA DOJ)  
California Justice Information Services Division (CJIS)  
&  
**Garden Grove Police Department (PD)**  
Sex Offender Registration and Notification Act (SORNA)  
2016 Grant Pilot Project  
Agreement # 16-0002G  
Grant # 2016-DS-BX-0002

**I. PURPOSE:**

The purpose of this Memorandum of Understanding (MOU) is to create an agreement between the CA DOJ and the Garden Grove PD.

**II. MOU TERM:**

The term of this MOU Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences January 13, 2017, and this agreement will terminate on July 31, 2017. The CA DOJ reserves the right to extend this MOU, with prior federal approval, up to one year from the expiration date listed above.

**III. BACKGROUND:**

California has approximately 500 registering agencies that vary largely in the monetary resources that are available to them for registration and notification. These registering agencies are tasked with many responsibilities for facilitating registration processes in their jurisdiction, including ensuring the immediate transfer of sex offender information; keeping sex offender registration information current; ensuring timely entry and submission of registration information; and enforcing registration compliance. Additionally, registering agencies are also tasked with providing community notification within their jurisdiction. Recently, California has started to recover from a prolonged economic downturn. Many local agencies have, over an extended period of time, been challenged to meet all their sex offender registration and notification responsibilities under severe budget constraints. While funding for local municipalities has slowly become more available, the effects of the recession are still felt today for registering law enforcement agencies (LEAs).

Many California LEAs lack industry standard technologies and equipment that will allow sex offender registration information to be collected and tracked more immediately and efficiently in electronic formats. For example, some agencies are still utilizing manual hard copy fingerprint cards in lieu of live scan devices to collect registration prints. Other agencies may lack funding for adequate computer software/hardware, compliance and registration equipment, office equipment, and personnel resources, all of which play a key role in facilitating sex offender registration and notification. The availability of these resources will increase sex offender registration compliance rates and allow for more timely submission of registration and notification information.

**To meet the goals of this agreement both parties agree to:**

1. Address deficiencies and improve sex offender registration and notification processes in California.

**IV. RESPONSIBILITIES OF THE PARTIES:**

**Responsibilities of CA DOJ:**

1. CA DOJ will host a kickoff meeting with LEAs in January of 2017, to discuss eligible purchases and reimbursement processes.
2. CA DOJ will periodically meet via email or by phone with LEAs to monitor their award usage and progress.
3. Grant monitoring will be done by CA DOJ's Grant Unit. All reporting requirements will be a joint effort between CA DOJ and Garden Grove PD and submitted to the granting agency by CA DOJ's Grant Unit.
4. Provide reimbursement to Garden Grove PD in an amount that will not exceed \$15,000 to purchase the following: (1) "Off the Shelf" software product, (2) scanners, (1) camera bag, (1) digital camera, (3) external hard drives 1 TB, (2) touchscreen laptops 1TB/16G, (2) laptop bags.

Total funding for the items outlined in line item 4 shall not exceed \$15,000.

**Responsibilities of the Garden Grove PD:**

1. Attend kickoff meeting with CA DOJ in January of 2017, to discuss eligible purchases and reimbursement processes with CA DOJ.
2. Participate with CA DOJ via email and by phone to monitor their award usage and progress.
3. Use funding to address deficiencies and improve sex offender registration and notification processes in their jurisdiction.
4. Serve as the purchasing agent. Garden Grove PD will ensure that all purchases are conducted in accordance with the agencies purchasing procedures and guidelines with the exception of state travel. A copy of Garden Grove PD's purchasing policy used to procure budgeted items will be provided to CA DOJ. The procurement guidelines must be current and shall be used to purchase the Garden Grove PD approved budgeted items. CA DOJ will not provide reimbursement if the agency does not follow their purchasing policies and provide all necessary documents related to all procurement activities.
5. The final report summarizing all procurement activities and purchasing status including invoices must be submitted to CA DOJ's Grants Unit no later than May 15, 2017. The status of travel, training, and any purchases must be included in the report.

**Note:** Please refer to Exhibit A, Payment Processing Guidelines, for directions on how to submit Garden Grove PD invoice for review, approval, and payment. Refer to Exhibit B, Budget Table, for the description and costs associated with this MOU. Refer to Exhibit C, Travel Rates, for the description and allowances associated with this MOU, and complete the attached Travel Expense Template.

**V. REPORTING:**

The CA DOJ is required to report to the Bureau of Justice Assistance through the Board of State and Community Corrections (BSCC) on a semi-annual basis. CA DOJ will utilize the purchasing activities and final reports received from participating LEAs to assist in developing these reports; however, the CA DOJ reserves the right to reach out to Garden Grove PD for additional information and clarification where needed.

**VI. EFFECTIVE DATE, MODIFICATION, AND TERMINATION:**

This agreement shall be effective when executed by all of the Parties and will continue in effect until terminated. The agreement may be modified at any time by written consent of all Parties.

This MOU may be terminated, with respect to any Party, at any time, upon written notice of withdrawal to all other Parties. Any Party desiring to withdraw from this MOU will provide such written notification to all Parties at least thirty (30) days prior to withdrawal.

**VII. MISCELLANEOUS PROVISIONS:**

- This MOU does not confer, grant, or authorize any rights or privileges to any entity or person other than the CA DOJ and Garden Grove PD.
- All reports, notices, requests, and/or correspondence shall be forwarded to the CA DOJ Assistant Bureau Chief, Linda Schweig at [Linda.Schweig@doj.ca.gov](mailto:Linda.Schweig@doj.ca.gov), Program Manager, Laurie Denny at [Laurie.Denny@doj.ca.gov](mailto:Laurie.Denny@doj.ca.gov) and CA DOJ Grant Analyst, Robyn Anderson at [Robyn.Anderson@doj.ca.gov](mailto:Robyn.Anderson@doj.ca.gov).
- CA DOJ reserves the ability to extend the term of this MOU, up to one full calendar year, should unanticipated delays or other project activities adding value warrant such an action. Extensions will be contingent upon granting agency approval.
- Any invoice received after May 15, 2017, will not be reimbursed by CA DOJ or the granting agency, unless an extension is mutually agreed upon by all parties.

All parties agree to indemnify and hold harmless each other from any and all claims, liabilities, or losses. Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of each party which includes, but is not limited to, an act of terrorism, war, riot, civil disobedience, strikes, labor disputes, epidemic, power outages, sabotage, flood, drought, earthquake, storm, fire, pestilence, lightning, or any other natural catastrophes for the duration of this MOU.

**VIII. EFFECTIVE DATE AND SIGNATURES:**

This MOU shall be in effect once all signatures of CA DOJ and Garden Grove PD have been received, and will remain effective through July 31, 2017. CA DOJ and Garden Grove PD, indicate agreement with this MOU by their signatures.

---

**JOE DOMINIC, DIRECTOR**

California Justice Information Services Division  
California Department of Justice

---

Date

---

**SHERI WRIGHT, GRANT MANAGER**

California Justice Information Services Division  
California Department of Justice

---

Date

---

**AGENCY CONTACT, TITLE**

Garden Grove Police Department

---

Date

**Memorandum of Understanding**  
**Exhibit A**  
**Payment Processing Guidelines**  
California Department of Justice (CA DOJ)  
California Justice Information Services Division (CJIS)  
&  
Garden Grove Police Department  
2016 SORNA Pilot Project  
Agreement #16-0002G  
Grant # 2016-DS-BX-0002

**Invoicing**

Law enforcement agencies (LEAs) will submit only one (1) invoice in arrears for services and purchases, satisfactorily rendered as well as, completed travel/training. The LEAs are required to ensure that all vendor deliverables are accepted and approved, equipment has been delivered, travel has been completed, and administrative activities have been performed. Upon receipt and approval of the invoice, the California Department of Justice (CA DOJ) agrees to compensate the LEAs for actual expenditures incurred, not to exceed the costs specified in the Memorandum of Understanding (MOU), 2016 SORNA Reallocation Grant, Exhibit B, Budget Table or Exhibit C, Travel Rates.

LEAs will provide substantiation to CA DOJ pertaining to acceptance of hardware, software, services, and deliverables along with LEA approved invoices for payment. Invoices approved for payment by the LEAs must include: the invoice number, invoice date, service period, agreement number, grant number, vendor name, vendor contact information, amounts, a purchasing summary indicating what was purchased and how it will further SORNA, and any other pertinent information. The invoice and purchasing summary must accompany the LEAs request for reimbursement. Should any equipment be purchased, copies of packing slips substantiating delivery of equipment shall be submitted to CA DOJ. All travel documentation as outlined in Exhibit C, Travel Rates, Travel Expense Template, and any other pertinent information deemed necessary by CA DOJ will be attached and included in the invoice.

LEAs requests for reimbursement/invoice and supporting documentation will be sent in hardcopy format no later than May 15, 2017. Hardcopies shall be sent to:

California Department of Justice  
California Justice Information Services Division  
4949 Broadway, Room D-214  
Sacramento, CA 95820  
Attention: Robyn Anderson, Grant Analyst

**Budget Contingency Clause**

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds, this agreement shall be of no further force and effect. In this event, the CA DOJ shall have no liability to pay any funds whatsoever to provider or to furnish any other considerations under this agreement; and provider shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this agreement, the CA DOJ shall have the option to either cancel this agreement with no liability occurring to the CA DOJ, or offer agreement amendment to the provider to reflect the reduced amount.

**Exhibit B Budget Table  
2016 SORNA Pilot Project  
Garden Grove Police Department**

Budget Category	Grant Sub-Award
<b>Supplies</b>	<b>\$15,000</b>
(2) Scanners, (2) Laptops, (3) External Hard Drive 1TB, (2) Laptop Bags, (1) Camera Bag, (1) Digital Camera, (1) Off the Shelf-Software Product	\$15,000
<b>Total Award Amount</b>	<b>\$15,000</b>

\*\*\*\*Effective January 1, 2017 mileage reimbursement rate is 53.5 cents\*\*\*\*

## **Memorandum of Understanding (MOU)**

### **Exhibit C**

#### **Travel Rates**

Garden Grove Police Department

2016 Grant Pilot Project

California Department of Justice (CA DOJ) will reimburse travel expenses in accordance with the rates outlined below. These rates are effective through July 31, 2017, and are subject to change. Travel expenses must not exceed these listed lodging amounts or travel breakdown indicated on the LEAs MOU.

The attached Travel Expense Template will be completed and submitted along with substantiating evidence such as receipts and directional printouts from any reputable internet Global Positioning System (GPS) application as specified below.

#### **Lodging**

The lodging rates for counties currently identified in the MOU are as follows:

- \$250.00 in San Francisco county and City of Santa Monica, plus tax and energy surcharge;
- \$140.00 in Monterey, Alameda, San Mateo, San Diego and Santa Clara counties, plus tax and energy surcharge;
- \$120.00 in Los Angeles, Orange and Ventura counties, plus tax and energy surcharge;
- \$95.00 in Napa, Riverside, and Sacramento Counties, plus tax and energy surcharge;
- \$110.00 in Marin, plus tax and energy surcharge; or
- \$90.00 in all other California counties, plus tax and energy surcharge.

Receipts are required for lodging. The receipt should include the date(s) of stay, address, daily room rate and applicable taxes.

Please note: a minimum of 50 miles one-way is required to claim lodging expenses.

#### **Meal Allowances and Incidentals**

All meal allowances must be substantiated with a receipt. Meal allowance rates are as follows:

Breakfast \$7.00

Lunch \$11.00

Dinner \$23.00

Incidentals \$5.00 (for each 24 hour time period)

For travel lasting 24 hours or more, travelers may claim meals, per diem and incidentals, based on the following timeframes:

- First day of travel
  - Trip begins at or before 6 a.m. – Breakfast may be claimed
  - Trip begins at or before 11 a.m. – Lunch may be claimed
  - Trip begins at or before 5 p.m. – Dinner may be claimed
- Continuing after 24 hours
  - Trip ends at or after 8 a.m. – Breakfast may be claimed



Exhibit C – Travel Rates  
Garden Grove Police Department

- Trip ends at or after 2 p.m. – Lunch may be claimed
- Trip ends at or after 7 p.m. – Dinner may be claimed

For trips that are less than 24 hours, the participant may claim breakfast and/or dinner based on the following timeframes:

- Fractional day of travel
  - Trip begins at or before 6 a.m. and ends at or after 9 a.m. – Breakfast may be claimed
  - Trip begins at or before 4 p.m. and ends at or after 7 p.m. – Dinner may be claimed

Travelers are not allowed to claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there is no overnight stay, meals claimed are taxable.

Travelers are not allowed to claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.

No meal expense may be claimed or reimbursed more than once in any given 24-hour period.

**Mileage**

Private vehicle mileage is defined as reasonable ground transportation expenses, at the applicable IRS-approved rate per mile. Mileage is determined from the LEA's main office located at 11301 Acacia Parkway, Garden Grove, CA 92840 or from the claimant's home, whichever is the shorter distance. When requesting reimbursement, please provide CA DOJ with a printout of the mileage from any reputable internet GPS application such as MapQuest or GoogleMaps. Show the starting and ending address, they should always match.

**Other Fees and Expenses**

Parking fees and bridge tolls will require receipts.

**Rental Cars**

Travelers will be expected to reserve the vehicle through Enterprise. It is a requirement that the rental vehicle be returned with a full tank of gas. If the vehicle is not rented through Enterprise, Enterprise rates will apply. They are as follows:

- Compact \$33.00
- Mid-size \$33.00
- Loss Damage Waiver
- Taxes

Exhibit C – Travel Rates  
Garden Grove Police Department

**Airline**

Planned air travel will be included and identified in the purchasing summary. Only refundable or exchangeable economy tickets may be purchased in the event the traveler is precluded from traveling due to illness or plans are likely to change. Airline ticket receipts must be submitted to the CA DOJ.

Travel reimbursement requests must follow the Payment Processing Guidelines, Exhibit A, for instructions.

All transportation costs will be reimbursed at the least costly rate. When necessary, a cost comparison will be required.

1-Traveler Name:  
2-Contract Manager Name:  
3-Travel Period:

[illegible]

\* = Receipt Required

21-GRAND TOTAL	\$ -
----------------	------

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Laura Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution adding a new classification for Payroll Supervisor and approval of the salary range. ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

To obtain City Council approval for a new classification of Payroll Supervisor.

**BACKGROUND**

The City has been operating without a first level supervisor in the payroll unit to oversee the day-to-day operations and activities. As part of an effort to ensure the accuracy and smooth operation of the City's payroll, a request was made by the Finance Director to evaluate the current payroll unit's lead position.

**DISCUSSION**

Currently, the payroll unit is supervised by a Senior Accountant, and previously by an Accounting Supervisor, who also supervises other accounting areas. There is no supervisor dedicated to overseeing the processing of payroll. The City's payroll function has become increasingly more complex and demanding given the changing labor laws and regulations, public safety employees varied work schedules and contractual commitments, and the complicated payroll system the city operates.

The Human Resources department conducted a classification study of the payroll management responsibility and concluded that a dedicated supervisor is required to effectively execute the payroll function. Therefore, staff recommends a dedicated full-time position responsible for overseeing the day-to-day monitoring and ensuring the accuracy of processing the city payroll.

Since the City does not currently have the classification within the Accounting family, it is necessary to create a new job classification of Payroll Supervisor. The recommended range is M171. The job description is attached for reference.

**FINANCIAL IMPACT**

The annual cost including benefits for Payroll Supervisor is \$131,200 at top step. However, the Finance Department will upgrade an existing Accounting Technician position currently budgeted at \$116,400 to the Payroll Supervisor. Therefore, the net impact is only \$14,800. Approval of the new classification of Payroll Supervisor would add approximately \$5,000 to the existing Fiscal Year 2016/2017 budget, and the Finance Department will be able to absorb this difference within its currently approved budget.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution adding a new employee classification and salary range for Payroll Supervisor;
- Approve the creation of the classification of Payroll Supervisor at range M171; and
- Approve the attached Salary Schedule.

By: Jany H. Lee, Human Resources Manager

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution Payroll Supervisor	2/9/2017	Cover Memo	2-14-16_Resolution_-_Payroll_Supervisor_2017.pdf
Salary Schedule	2/1/2017	Cover Memo	paymosal_02142017.pdf
Classification Specification: Payroll Supervisor	2/2/2017	Cover Memo	Payroll_Supervisor_-_Draft.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,  
CALIFORNIA, ADDING NEW EMPLOYEE CLASSIFICATION AND SALARY RANGE FOR  
PAYROLL SUPERVISOR

WHEREAS, the City Council previously approved employee classifications and salary ranges for the different represented and unrepresented employee classifications in the City; and

WHEREAS, one new class of employment with the City and its appropriate salary range is now necessary to be added.

NOW, THEREFORE, the City Council of the City of Garden Grove does hereby resolve as follows:

Section 1. The following employment classification and salary range is hereby established:

<u>Classification</u>	<u>Salary Range</u>
Payroll Supervisor	M171

Section 2. The attached Salary Schedule to be effective February 14, 2017, is hereby approved.

## CITY OF GARDEN GROVE PAY RATES

PAGE

1

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
053	ACCOUNT SPECIALIST	E112	A	3295.00	1520.77	19.0096
			B	3460.00	1596.92	19.9615
			C	3633.00	1676.77	20.9596
			D	3815.00	1760.77	22.0096
			E	4006.00	1848.92	23.1115
			F	4206.00	1941.23	24.2654
			G	4416.00	2038.15	25.4769
			H			
054	ACCOUNTANT	E160	A	5311.00	2451.23	30.6404
			B	5577.00	2574.00	32.1750
			C	5856.00	2702.77	33.7846
			D	6149.00	2838.00	35.4750
			E	6456.00	2979.69	37.2462
			F	6779.00	3128.77	39.1096
			G	7118.00	3285.23	41.0654
			H			
039	ACCOUNTING MANAGER	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			
015	ACCOUNTING SUPERVISOR	M176	A	6107.00	2818.62	35.2327
			B	6412.00	2959.38	36.9923
			C	6733.00	3107.54	38.8442
			D	7070.00	3263.08	40.7885
			E	7424.00	3426.46	42.8308
			F	7795.00	3597.69	44.9712
			G	8185.00	3777.69	47.2212
			H			
060	ACCOUNTING TECHNICIAN	E152	A	4905.00	2263.85	28.2981
			B	5150.00	2376.92	29.7115
			C	5408.00	2496.00	31.2000
			D	5678.00	2620.62	32.7577
			E	5962.00	2751.69	34.3962
			F	6260.00	2889.23	36.1154
			G	6573.00	3033.69	37.9212
			H			
024	ADM AIDE	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

2

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
016	ADM ANALYST	M150	A	4716.00	2176.62	27.2077
			B	4952.00	2285.54	28.5692
			C	5200.00	2400.00	30.0000
			D	5460.00	2520.00	31.5000
			E	5733.00	2646.00	33.0750
			F	6020.00	2778.46	34.7308
			G	6321.00	2917.38	36.4673
			H			
063	ADM SECRETARY	M162	A	5312.00	2451.69	30.6462
			B	5578.00	2574.46	32.1808
			C	5857.00	2703.23	33.7904
			D	6150.00	2838.46	35.4808
			E	6458.00	2980.62	37.2577
			F	6781.00	3129.69	39.1212
			G	7120.00	3286.15	41.0769
			H			
202	ANIMAL CONTROL OFFICER	E153	A	4954.00	2286.46	28.5808
			B	5202.00	2400.92	30.0115
			C	5462.00	2520.92	31.5115
			D	5735.00	2646.92	33.0865
			E	6022.00	2779.38	34.7423
			F	6323.00	2918.31	36.4788
			G	6639.00	3064.15	38.3019
			H			
073	ASSIST BUYER	E134	A	4100.00	1892.31	23.6538
			B	4305.00	1986.92	24.8365
			C	4520.00	2086.15	26.0769
			D	4746.00	2190.46	27.3808
			E	4983.00	2299.85	28.7481
			F	5232.00	2414.77	30.1846
			G	5494.00	2535.69	31.6962
			H			
012	ASSIST TO CITY MGR	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
027	ASSISTANT CITY MGR	C255	A	13407.00	6187.85	77.3481
			B	14077.00	6497.08	81.2135
			C	14781.00	6822.00	85.2750
			D	15520.00	7163.08	89.5385
			E	16296.00	7521.23	94.0154
			F	17111.00	7897.38	98.7173
			G	17967.00	8292.46	103.6558
			H			



## CITY OF GARDEN GROVE PAY RATES

PAGE

3

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
215	ASSOCIATE ENGINEER	E195	A	7525.00	3473.08	43.4135
			B	7901.00	3646.62	45.5827
			C	8296.00	3828.92	47.8615
			D	8711.00	4020.46	50.2558
			E	9147.00	4221.69	52.7712
			F	9604.00	4432.62	55.4077
			G	10084.00	4654.15	58.1769
			H			
272	ASSOCIATE PLANNER	E161	A	5364.00	2475.69	30.9462
			B	5632.00	2599.38	32.4923
			C	5914.00	2729.54	34.1192
			D	6210.00	2866.15	35.8269
			E	6521.00	3009.69	37.6212
			F	6847.00	3160.15	39.5019
			G	7189.00	3318.00	41.4750
			H			
286	ASST COMM SERV SUPV	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
214	ASST ENGINEER	E175	A	6167.00	2846.31	35.5788
			B	6475.00	2988.46	37.3558
			C	6799.00	3138.00	39.2250
			D	7139.00	3294.92	41.1865
			E	7496.00	3459.69	43.2462
			F	7871.00	3632.77	45.4096
			G	8265.00	3814.62	47.6827
			H			
271	ASST PLANNER	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
130	BENEFITS SUPERVISOR	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

4

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
230	BLDG INSPECTOR	E160	A	5311.00	2451.23	30.6404
			B	5577.00	2574.00	32.1750
			C	5856.00	2702.77	33.7846
			D	6149.00	2838.00	35.4750
			E	6456.00	2979.69	37.2462
			F	6779.00	3128.77	39.1096
			G	7118.00	3285.23	41.0654
			H			
031	BUDGET SVCS MGR	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			
238	BUILDING OFFICIAL	M215	A	9003.00	4155.23	51.9404
			B	9453.00	4362.92	54.5365
			C	9926.00	4581.23	57.2654
			D	10422.00	4810.15	60.1269
			E	10943.00	5050.62	63.1327
			F	11490.00	5303.08	66.2885
			G	12065.00	5568.46	69.6058
			H			
241	BUSINESS TAX INSPECTOR	E143	A	4485.00	2070.00	25.8750
			B	4709.00	2173.38	27.1673
			C	4944.00	2281.85	28.5231
			D	5191.00	2395.85	29.9481
			E	5451.00	2515.85	31.4481
			F	5724.00	2641.85	33.0231
			G	6010.00	2773.85	34.6731
			H			
029	BUSINESS TAX SUPV	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
072	BUYER	E154	A	5003.00	2309.08	28.8635
			B	5253.00	2424.46	30.3058
			C	5516.00	2545.85	31.8231
			D	5792.00	2673.23	33.4154
			E	6082.00	2807.08	35.0885
			F	6386.00	2947.38	36.8423
			G	6705.00	3094.62	38.6827
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

5

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
038	CABLE PROD SUPERVISOR	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
019	CABLE PRODUCTION COORD	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
240	CHIEF OF COLLECTIONS	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			
125	CITY ATTORNEY	C	A	0.00	0.00	
			B			
			C			
			D			
			E			
			F			
			G			
			H			
020	CITY CLERK	M199	A	7679.00	3544.15	44.3019
			B	8063.00	3721.38	46.5173
			C	8466.00	3907.38	48.8423
			D	8889.00	4102.62	51.2827
			E	9333.00	4307.54	53.8442
			F	9800.00	4523.08	56.5385
			G	10290.00	4749.23	59.3654
			H			
200	CITY ENGINEER	M224	A	9847.00	4544.77	56.8096
			B	10339.00	4771.85	59.6481
			C	10856.00	5010.46	62.6308
			D	11399.00	5261.08	65.7635
			E	11969.00	5524.15	69.0519
			F	12567.00	5800.15	72.5019
			G	13195.00	6090.00	76.1250
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

6

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
120	CITY MANAGER	C900	A	0.00	0.00	
			B			
			C			
			D			
			E			
			F			
			G	21333.00	9846.00	123.0750
			H			
058	CLERICAL ASSISTANT	E108	A	3167.00	1461.69	18.2712
			B	3325.00	1534.62	19.1827
			C	3491.00	1611.23	20.1404
			D	3666.00	1692.00	21.1500
			E	3849.00	1776.46	22.2058
			F	4041.00	1865.08	23.3135
			G	4243.00	1958.31	24.4788
			H			
235	CODE ENFORCEMENT OFF	E153	A	4954.00	2286.46	28.5808
			B	5202.00	2400.92	30.0115
			C	5462.00	2520.92	31.5115
			D	5735.00	2646.92	33.0865
			E	6022.00	2779.38	34.7423
			F	6323.00	2918.31	36.4788
			G	6639.00	3064.15	38.3019
			H			
034	COMM DEVELOP DIR	C245	A	12136.00	5601.23	70.0154
			B	12743.00	5881.38	73.5173
			C	13380.00	6175.38	77.1923
			D	14049.00	6484.15	81.0519
			E	14751.00	6808.15	85.1019
			F	15489.00	7148.77	89.3596
			G	16263.00	7506.00	93.8250
			H			
289	COMM SERV COORD	E130	A	3941.00	1818.92	22.7365
			B	4138.00	1909.85	23.8731
			C	4345.00	2005.38	25.0673
			D	4562.00	2105.54	26.3192
			E	4790.00	2210.77	27.6346
			F	5030.00	2321.54	29.0192
			G	5282.00	2437.85	30.4731
			H			
035	COMM SVCS DIRECTOR	C240	A	11547.00	5329.38	66.6173
			B	12124.00	5595.69	69.9462
			C	12730.00	5875.38	73.4423
			D	13367.00	6169.38	77.1173
			E	14035.00	6477.69	80.9712
			F	14737.00	6801.69	85.0212
			G	15474.00	7141.85	89.2731
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

7

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
085	COMMUNICATIONS SHIFT SUPER	E160	A	5311.00	2451.23	30.6404
			B	5577.00	2574.00	32.1750
			C	5856.00	2702.77	33.7846
			D	6149.00	2838.00	35.4750
			E	6456.00	2979.69	37.2462
			F	6779.00	3128.77	39.1096
			G	7118.00	3285.23	41.0654
			H			
099	COMMUNITY SERVICE OFFICER	E131	A	3981.00	1837.38	22.9673
			B	4180.00	1929.23	24.1154
			C	4389.00	2025.69	25.3212
			D	4608.00	2126.77	26.5846
			E	4838.00	2232.92	27.9115
			F	5080.00	2344.62	29.3077
			G	5334.00	2461.85	30.7731
			H			
287	COMMUNITY SERVICES SUPER	M176	A	6107.00	2818.62	35.2327
			B	6412.00	2959.38	36.9923
			C	6733.00	3107.54	38.8442
			D	7070.00	3263.08	40.7885
			E	7424.00	3426.46	42.8308
			F	7795.00	3597.69	44.9712
			G	8185.00	3777.69	47.2212
			H			
228	CONSTR INSPECTOR	E161	A	5364.00	2475.69	30.9462
			B	5632.00	2599.38	32.4923
			C	5914.00	2729.54	34.1192
			D	6210.00	2866.15	35.8269
			E	6521.00	3009.69	37.6212
			F	6847.00	3160.15	39.5019
			G	7189.00	3318.00	41.4750
			H			
447	CUSTODIAL SUPERVISOR	M160	A	5208.00	2403.69	30.0462
			B	5468.00	2523.69	31.5462
			C	5741.00	2649.69	33.1212
			D	6028.00	2782.15	34.7769
			E	6329.00	2921.08	36.5135
			F	6645.00	3066.92	38.3365
			G	6977.00	3220.15	40.2519
			H			
445	CUSTODIAN	U108	A	3168.00	1462.15	18.2769
			B	3326.00	1535.08	19.1885
			C	3492.00	1611.69	20.1462
			D	3667.00	1692.46	21.1558
			E	3850.00	1776.92	22.2115
			F	4043.00	1866.00	23.3250
			G	4245.00	1959.23	24.4904
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

8

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
062	DEPARTMENT SECRETARY	E143	A	4485.00	2070.00	25.8750
			B	4709.00	2173.38	27.1673
			C	4944.00	2281.85	28.5231
			D	5191.00	2395.85	29.9481
			E	5451.00	2515.85	31.4481
			F	5724.00	2641.85	33.0231
			G	6010.00	2773.85	34.6731
			H			
021	DEPUTY CITY CLERK	M157	A	5054.00	2332.62	29.1577
			B	5307.00	2449.38	30.6173
			C	5572.00	2571.69	32.1462
			D	5851.00	2700.46	33.7558
			E	6144.00	2835.69	35.4462
			F	6451.00	2977.38	37.2173
			G	6774.00	3126.46	39.0808
			H			
037	DEPUTY CITY MANAGER	C240	A	11547.00	5329.38	66.6173
			B	12124.00	5595.69	69.9462
			C	12730.00	5875.38	73.4423
			D	13367.00	6169.38	77.1173
			E	14035.00	6477.69	80.9712
			F	14737.00	6801.69	85.0212
			G	15474.00	7141.85	89.2731
			H			
046	DEPUTY DIRECTOR	M215	A	9003.00	4155.23	51.9404
			B	9453.00	4362.92	54.5365
			C	9926.00	4581.23	57.2654
			D	10422.00	4810.15	60.1269
			E	10943.00	5050.62	63.1327
			F	11490.00	5303.08	66.2885
			G	12065.00	5568.46	69.6058
			H			
049	DIVISION MANAGER	M204	A	8069.00	3724.15	46.5519
			B	8472.00	3910.15	48.8769
			C	8896.00	4105.85	51.3231
			D	9341.00	4311.23	53.8904
			E	9808.00	4526.77	56.5846
			F	10298.00	4752.92	59.4115
			G	10813.00	4990.62	62.3827
			H			
028	ECONOMIC DEV DIRECTOR	C245	A	12136.00	5601.23	70.0154
			B	12743.00	5881.38	73.5173
			C	13380.00	6175.38	77.1923
			D	14049.00	6484.15	81.0519
			E	14751.00	6808.15	85.1019
			F	15489.00	7148.77	89.3596
			G	16263.00	7506.00	93.8250
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

9

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
259	ECONOMIC DEV SPEC	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
269	ECONOMIC DEVELOP MGR	M215	A	9003.00	4155.23	51.9404
			B	9453.00	4362.92	54.5365
			C	9926.00	4581.23	57.2654
			D	10422.00	4810.15	60.1269
			E	10943.00	5050.62	63.1327
			F	11490.00	5303.08	66.2885
			G	12065.00	5568.46	69.6058
			H			
273	ELIGIBILITY TECHNICIAN	E128	A	3863.00	1782.92	22.2865
			B	4056.00	1872.00	23.4000
			C	4259.00	1965.69	24.5712
			D	4472.00	2064.00	25.8000
			E	4696.00	2167.38	27.0923
			F	4931.00	2275.85	28.4481
			G	5178.00	2389.85	29.8731
			H			
042	EMPLOYEE DEVELOPMENT DIR	C240	A	11547.00	5329.38	66.6173
			B	12124.00	5595.69	69.9462
			C	12730.00	5875.38	73.4423
			D	13367.00	6169.38	77.1173
			E	14035.00	6477.69	80.9712
			F	14737.00	6801.69	85.0212
			G	15474.00	7141.85	89.2731
			H			
274	EMPLOYMENT SPECIALIST	E125	A	3750.00	1730.77	21.6346
			B	3938.00	1817.54	22.7192
			C	4135.00	1908.46	23.8558
			D	4342.00	2004.00	25.0500
			E	4559.00	2104.15	26.3019
			F	4787.00	2209.38	27.6173
			G	5026.00	2319.69	28.9962
			H			
211	ENGINEERING TECH	E149	A	4761.00	2197.38	27.4673
			B	4999.00	2307.23	28.8404
			C	5249.00	2422.62	30.2827
			D	5511.00	2543.54	31.7942
			E	5787.00	2670.92	33.3865
			F	6076.00	2804.31	35.0538
			G	6380.00	2944.62	36.8077
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

10

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
236	ENVIRONMENTAL SERV SPEC	E143	A	4485.00	2070.00	25.8750
			B	4709.00	2173.38	27.1673
			C	4944.00	2281.85	28.5231
			D	5191.00	2395.85	29.9481
			E	5451.00	2515.85	31.4481
			F	5724.00	2641.85	33.0231
			G	6010.00	2773.85	34.6731
			H			
262	ENVIRONMENTAL SVS MGR	M204	A	8069.00	3724.15	46.5519
			B	8472.00	3910.15	48.8769
			C	8896.00	4105.85	51.3231
			D	9341.00	4311.23	53.8904
			E	9808.00	4526.77	56.5846
			F	10298.00	4752.92	59.4115
			G	10813.00	4990.62	62.3827
			H			
422	EQUIPMENT MECHANIC	U141	A	4399.00	2030.31	25.3788
			B	4619.00	2131.85	26.6481
			C	4850.00	2238.46	27.9808
			D	5093.00	2350.62	29.3827
			E	5348.00	2468.31	30.8538
			F	5615.00	2591.54	32.3942
			G	5896.00	2721.23	34.0154
			H			
421	EQUIPMENT SERV WORKER	U117	A	3465.00	1599.23	19.9904
			B	3638.00	1679.08	20.9885
			C	3820.00	1763.08	22.0385
			D	4011.00	1851.23	23.1404
			E	4212.00	1944.00	24.3000
			F	4423.00	2041.38	25.5173
			G	4644.00	2143.38	26.7923
			H			
041	FINANCE DIRECTOR	C245	A	12136.00	5601.23	70.0154
			B	12743.00	5881.38	73.5173
			C	13380.00	6175.38	77.1923
			D	14049.00	6484.15	81.0519
			E	14751.00	6808.15	85.1019
			F	15489.00	7148.77	89.3596
			G	16263.00	7506.00	93.8250
			H			
030	FINANCE MANAGER	M204	A	8069.00	3724.15	46.5519
			B	8472.00	3910.15	48.8769
			C	8896.00	4105.85	51.3231
			D	9341.00	4311.23	53.8904
			E	9808.00	4526.77	56.5846
			F	10298.00	4752.92	59.4115
			G	10813.00	4990.62	62.3827
			H			



## CITY OF GARDEN GROVE PAY RATES

PAGE

11

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
423	FIRE APPARATUS MECHANIC	U147	A	4670.00	2155.38	26.9423
			B	4904.00	2263.38	28.2923
			C	5149.00	2376.46	29.7058
			D	5406.00	2495.08	31.1885
			E	5676.00	2619.69	32.7462
			F	5960.00	2750.77	34.3846
			G	6258.00	2888.31	36.1038
			H			
584	FIRE BATTALION CHIEF	G224	A	9858.00	4549.85	56.8731
			B	10351.00	4777.38	59.7173
			C	10869.00	5016.46	62.7058
			D	11412.00	5267.08	65.8385
			E	11983.00	5530.62	69.1327
			F	12582.00	5807.08	72.5885
			G	13211.00	6097.38	76.2173
			H			
	FIRE 112 HR SHIFT		A			40.6236
			B			42.6552
			C			44.7898
			D			47.0275
			E			49.3805
			F			51.8489
			G			54.4409
			H			
583	FIRE CAPTAIN	F130	A	6570.00	3032.31	37.9038
			B	6899.00	3184.15	39.8019
			C	7244.00	3343.38	41.7923
			D	7606.00	3510.46	43.8808
			E	7986.00	3685.85	46.0731
			F	8385.00	3870.00	48.3750
			G	8804.00	4063.38	50.7923
			H	9244.00	4266.46	53.3308
			I			
	FIRE 112 HR SHIFT		A			27.0742
			B			28.4299
			C			29.8516
			D			31.3434
			E			32.9093
			F			34.5536
			G			36.2802
			H			38.0934
			I			

## CITY OF GARDEN GROVE PAY RATES

PAGE

12

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
586	FIRE CHIEF	C253	A	13143.00	6066.00	75.8250
			B	13800.00	6369.23	79.6154
			C	14490.00	6687.69	83.5962
			D	15215.00	7022.31	87.7788
			E	15976.00	7373.54	92.1692
			F	16775.00	7742.31	96.7788
			G	17614.00	8129.54	101.6192
			H			
	FIRE 112 HR SHIFT		A			54.1607
			B			56.8681
			C			59.7115
			D			62.6992
			E			65.8352
			F			69.1277
			G			72.5852
			H			
585	FIRE DIVISION CHIEF	G240	A	11434.00	5277.23	65.9654
			B	12006.00	5541.23	69.2654
			C	12606.00	5818.15	72.7269
			D	13236.00	6108.92	76.3615
			E	13898.00	6414.46	80.1808
			F	14593.00	6735.23	84.1904
			G	15323.00	7072.15	88.4019
			H			
	FIRE 112 HR SHIFT		A			47.1181
			B			49.4753
			C			51.9478
			D			54.5440
			E			57.2720
			F			60.1360
			G			63.1442
			H			
581	FIRE ENGINEER	F120	A	5547.00	2560.15	32.0019
			B	5824.00	2688.00	33.6000
			C	6115.00	2822.31	35.2788
			D	6421.00	2963.54	37.0442
			E	6742.00	3111.69	38.8962
			F	7079.00	3267.23	40.8404
			G	7433.00	3430.62	42.8827
			H	7805.00	3602.31	45.0288
			I			
	FIRE 112 HR SHIFT		A			22.8585
			B			24.0000
			C			25.1992
			D			26.4602
			E			27.7830
			F			29.1717
			G			30.6305
			H			32.1635
			I			

## CITY OF GARDEN GROVE PAY RATES

PAGE

13

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
245	FIRE PREVENTION TECH	E140	A	4353.00	2009.08	25.1135
			B	4571.00	2109.69	26.3712
			C	4800.00	2215.38	27.6923
			D	5040.00	2326.15	29.0769
			E	5292.00	2442.46	30.5308
			F	5557.00	2564.77	32.0596
			G	5835.00	2693.08	33.6635
			H			
256	FIRE PROTECTION SPEC	E161	A	5364.00	2475.69	30.9462
			B	5632.00	2599.38	32.4923
			C	5914.00	2729.54	34.1192
			D	6210.00	2866.15	35.8269
			E	6521.00	3009.69	37.6212
			F	6847.00	3160.15	39.5019
			G	7189.00	3318.00	41.4750
			H			
580	FIREFIGHTER	F100	A	4980.00	2298.46	28.7308
			B	5229.00	2413.38	30.1673
			C	5490.00	2533.85	31.6731
			D	5765.00	2660.77	33.2596
			E	6053.00	2793.69	34.9212
			F	6356.00	2933.54	36.6692
			G	6674.00	3080.31	38.5038
			H	7008.00	3234.46	40.4308
			I			
	FIRE 112 HR SHIFT		A			20.5220
			B			21.5481
			C			22.6236
			D			23.7569
			E			24.9437
			F			26.1923
			G			27.5027
			H			28.8791
			I			

## CITY OF GARDEN GROVE PAY RATES

PAGE

14

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
590	FIREFIGHTER	F100	A	4980.00	2298.46	28.7308
			B	5229.00	2413.38	30.1673
			C	5490.00	2533.85	31.6731
			D	5765.00	2660.77	33.2596
			E	6053.00	2793.69	34.9212
			F	6356.00	2933.54	36.6692
			G	6674.00	3080.31	38.5038
			H	7008.00	3234.46	40.4308
			I			
	FIRE 112 HR SHIFT		A			20.5220
			B			21.5481
			C			22.6236
			D			23.7569
			E			24.9437
			F			26.1923
			G			27.5027
			H			28.8791
			I			
591	FIREFIGHTER	F100	A	4980.00	2298.46	28.7308
			B	5229.00	2413.38	30.1673
			C	5490.00	2533.85	31.6731
			D	5765.00	2660.77	33.2596
			E	6053.00	2793.69	34.9212
			F	6356.00	2933.54	36.6692
			G	6674.00	3080.31	38.5038
			H	7008.00	3234.46	40.4308
			I			
	FIRE 112 HR SHIFT		A			20.5220
			B			21.5481
			C			22.6236
			D			23.7569
			E			24.9437
			F			26.1923
			G			27.5027
			H			28.8791
			I			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 15

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
592	FIREFIGHTER	F100	A	4980.00	2298.46	28.7308
			B	5229.00	2413.38	30.1673
			C	5490.00	2533.85	31.6731
			D	5765.00	2660.77	33.2596
			E	6053.00	2793.69	34.9212
			F	6356.00	2933.54	36.6692
			G	6674.00	3080.31	38.5038
			H	7008.00	3234.46	40.4308
			I			
	FIRE 112 HR SHIFT		A			20.5220
			B			21.5481
			C			22.6236
			D			23.7569
			E			24.9437
			F			26.1923
			G			27.5027
			H			28.8791
			I			
107	GIS COORDINATOR	E174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096
			H			
			I			
088	GRAPHICS ASSISTANT	E115	A	3395.00	1566.92	19.5865
			B	3565.00	1645.38	20.5673
			C	3743.00	1727.54	21.5942
			D	3930.00	1813.85	22.6731
			E	4127.00	1904.77	23.8096
			F	4333.00	1999.85	24.9981
			G	4550.00	2100.00	26.2500
			H			
			I			
089	GRAPHICS DESIGNER	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			
			I			
414	HEAVY EQUIP OPERATOR	U141	A	4399.00	2030.31	25.3788
			B	4619.00	2131.85	26.6481
			C	4850.00	2238.46	27.9808
			D	5093.00	2350.62	29.3827
			E	5348.00	2468.31	30.8538
			F	5615.00	2591.54	32.3942
			G	5896.00	2721.23	34.0154
			H			
			I			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 16

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
234	HOUSING ASSISTANT	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			
232	HOUSING SPEC	E140	A	4353.00	2009.08	25.1135
			B	4571.00	2109.69	26.3712
			C	4800.00	2215.38	27.6923
			D	5040.00	2326.15	29.0769
			E	5292.00	2442.46	30.5308
			F	5557.00	2564.77	32.0596
			G	5835.00	2693.08	33.6635
			H			
261	HOUSING SUPERVISOR	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			
026	HUMAN RESOURCES DIR	C240	A	11547.00	5329.38	66.6173
			B	12124.00	5595.69	69.9462
			C	12730.00	5875.38	73.4423
			D	13367.00	6169.38	77.1173
			E	14035.00	6477.69	80.9712
			F	14737.00	6801.69	85.0212
			G	15474.00	7141.85	89.2731
			H			
131	HUMAN RESOURCES MANAGER	M199	A	7679.00	3544.15	44.3019
			B	8063.00	3721.38	46.5173
			C	8466.00	3907.38	48.8423
			D	8889.00	4102.62	51.2827
			E	9333.00	4307.54	53.8442
			F	9800.00	4523.08	56.5385
			G	10290.00	4749.23	59.3654
			H			
105	INFO SYSTEMS MANAGER	M220	A	9463.00	4367.54	54.5942
			B	9936.00	4585.85	57.3231
			C	10433.00	4815.23	60.1904
			D	10955.00	5056.15	63.2019
			E	11503.00	5309.08	66.3635
			F	12078.00	5574.46	69.6808
			G	12682.00	5853.23	73.1654
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 17

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
044	INFO TECHNOLOGY DIR	C240	A	11547.00	5329.38	66.6173
			B	12124.00	5595.69	69.9462
			C	12730.00	5875.38	73.4423
			D	13367.00	6169.38	77.1173
			E	14035.00	6477.69	80.9712
			F	14737.00	6801.69	85.0212
			G	15474.00	7141.85	89.2731
			H			
108	INFORMATION TECHNOLOGY PROGRE179		A	6417.00	2961.69	37.0212
			B	6738.00	3109.85	38.8731
			C	7075.00	3265.38	40.8173
			D	7429.00	3428.77	42.8596
			E	7800.00	3600.00	45.0000
			F	8190.00	3780.00	47.2500
			G	8600.00	3969.23	49.6154
			H			
103	INFORMATION TECHNOLOGY TECH E149		A	4761.00	2197.38	27.4673
			B	4999.00	2307.23	28.8404
			C	5249.00	2422.62	30.2827
			D	5511.00	2543.54	31.7942
			E	5787.00	2670.92	33.3865
			F	6076.00	2804.31	35.0538
			G	6380.00	2944.62	36.8077
			H			
081	INSURANCE PROGRAM COORD	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
061	JAILER/FLEET SUPERVISOR	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			
416	MAINT REPAIR HELPER	U122	A	3641.00	1680.46	21.0058
			B	3823.00	1764.46	22.0558
			C	4014.00	1852.62	23.1577
			D	4215.00	1945.38	24.3173
			E	4426.00	2042.77	25.5346
			F	4647.00	2144.77	26.8096
			G	4879.00	2251.85	28.1481
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 18

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
415	MAINT REPAIR WORKER	U138	A	4269.00	1970.31	24.6288
			B	4482.00	2068.62	25.8577
			C	4706.00	2172.00	27.1500
			D	4941.00	2280.46	28.5058
			E	5188.00	2394.46	29.9308
			F	5447.00	2514.00	31.4250
			G	5719.00	2639.54	32.9942
			H			
109	NETWORK ADMINISTRATOR	E179	A	6417.00	2961.69	37.0212
			B	6738.00	3109.85	38.8731
			C	7075.00	3265.38	40.8173
			D	7429.00	3428.77	42.8596
			E	7800.00	3600.00	45.0000
			F	8190.00	3780.00	47.2500
			G	8600.00	3969.23	49.6154
			H			
066	OFFICE ASSISTANT	E113	A	3327.00	1535.54	19.1942
			B	3493.00	1612.15	20.1519
			C	3668.00	1692.92	21.1615
			D	3851.00	1777.38	22.2173
			E	4044.00	1866.46	23.3308
			F	4246.00	1959.69	24.4962
			G	4458.00	2057.54	25.7192
			H			
406	PARK MAINTENANCE WKR	U127	A	3827.00	1766.31	22.0788
			B	4018.00	1854.46	23.1808
			C	4219.00	1947.23	24.3404
			D	4430.00	2044.62	25.5577
			E	4652.00	2147.08	26.8385
			F	4885.00	2254.62	28.1827
			G	5129.00	2367.23	29.5904
			H			
494	PARKING CONTROL SPECIALIST	U111.8	A	3003.00	1386.00	17.3250
			B	3190.00	1472.31	18.4038
			C	3377.00	1558.62	19.4827
			D	3565.00	1645.38	20.5673
			E	3753.00	1732.15	21.6519
			F	3753.00	1732.15	21.6519
			G	3753.00	1732.15	21.6519
			H			
133	PAYROLL SUPERVISOR	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			



CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 19

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
213	PERMIT CENTER SUPERVISOR	M174	A	5987.00	2763.23	34.5404
			B	6286.00	2901.23	36.2654
			C	6600.00	3046.15	38.0769
			D	6930.00	3198.46	39.9808
			E	7277.00	3358.62	41.9827
			F	7641.00	3526.62	44.0827
			G	8023.00	3702.92	46.2865
			H			
210	PERMIT TECHNICIAN	E140	A	4353.00	2009.08	25.1135
			B	4571.00	2109.69	26.3712
			C	4800.00	2215.38	27.6923
			D	5040.00	2326.15	29.0769
			E	5292.00	2442.46	30.5308
			F	5557.00	2564.77	32.0596
			G	5835.00	2693.08	33.6635
			H			
127	PERSONNEL ANALYST	M150	A	4716.00	2176.62	27.2077
			B	4952.00	2285.54	28.5692
			C	5200.00	2400.00	30.0000
			D	5460.00	2520.00	31.5000
			E	5733.00	2646.00	33.0750
			F	6020.00	2778.46	34.7308
			G	6321.00	2917.38	36.4673
			H			
201	PLAN CHECK ENGINEER	E190	A	7159.00	3304.15	41.3019
			B	7517.00	3469.38	43.3673
			C	7893.00	3642.92	45.5365
			D	8288.00	3825.23	47.8154
			E	8702.00	4016.31	50.2038
			F	9137.00	4217.08	52.7135
			G	9594.00	4428.00	55.3500
			H			
267	PLANNER	E174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096
			H			
263	PLANNING SERVICES MGR	M215	A	9003.00	4155.23	51.9404
			B	9453.00	4362.92	54.5365
			C	9926.00	4581.23	57.2654
			D	10422.00	4810.15	60.1269
			E	10943.00	5050.62	63.1327
			F	11490.00	5303.08	66.2885
			G	12065.00	5568.46	69.6058
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 20

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
270	PLANS EXAMINER	E160	A	5311.00	2451.23	30.6404
			B	5577.00	2574.00	32.1750
			C	5856.00	2702.77	33.7846
			D	6149.00	2838.00	35.4750
			E	6456.00	2979.69	37.2462
			F	6779.00	3128.77	39.1096
			G	7118.00	3285.23	41.0654
			H			
304	POLICE CAPTAIN	Q232.1	A	11650.00	5376.92	67.2115
			B	12233.00	5646.00	70.5750
			C	12845.00	5928.46	74.1058
			D	13487.00	6224.77	77.8096
			E	14161.00	6535.85	81.6981
			F	14869.00	6862.62	85.7827
			G	15612.00	7205.54	90.0692
			H			
305	POLICE CHIEF	C258	A	13812.00	6374.77	79.6846
			B	14503.00	6693.69	83.6712
			C	15228.00	7028.31	87.8538
			D	15989.00	7379.54	92.2442
			E	16788.00	7748.31	96.8538
			F	17627.00	8135.54	101.6942
			G	18508.00	8542.15	106.7769
			H			
076	POLICE COMMUNICATIONS MGR	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
303	POLICE LIEUTENANT	Q220.1	A	10137.00	4678.62	58.4827
			B	10644.00	4912.62	61.4077
			C	11176.00	5158.15	64.4769
			D	11735.00	5416.15	67.7019
			E	12322.00	5687.08	71.0885
			F	12938.00	5971.38	74.6423
			G	13585.00	6270.00	78.3750
			H			
300	POLICE OFFICER	P174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 21

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
306	POLICE OFFICER/CORPORAL	P174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096
301	POLICE OFFICER/MASTER OFFICER	P174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096
075	POLICE RECORDS MGR	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
074	POLICE RECORDS SHIFT SUPER	E140	A	4353.00	2009.08	25.1135
			B	4571.00	2109.69	26.3712
			C	4800.00	2215.38	27.6923
			D	5040.00	2326.15	29.0769
			E	5292.00	2442.46	30.5308
			F	5557.00	2564.77	32.0596
			G	5835.00	2693.08	33.6635
			H			
057	POLICE RECORDS SPEC	E125	A	3750.00	1730.77	21.6346
			B	3938.00	1817.54	22.7192
			C	4135.00	1908.46	23.8558
			D	4342.00	2004.00	25.0500
			E	4559.00	2104.15	26.3019
			F	4787.00	2209.38	27.6173
			G	5026.00	2319.69	28.9962
			H			
302	POLICE SERGEANT	P199.2	A	7846.00	3621.23	45.2654
			B	8238.00	3802.15	47.5269
			C	8650.00	3992.31	49.9038
			D	9083.00	4192.15	52.4019
			E	9537.00	4401.69	55.0212
			F	10014.00	4621.85	57.7731
			G	10515.00	4853.08	60.6635

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 22

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
056	POLICE SERVICES SUPERVISOR	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
052	PRIN ACCOUNT SPEC	E132	A	4020.00	1855.38	23.1923
			B	4221.00	1948.15	24.3519
			C	4432.00	2045.54	25.5692
			D	4654.00	2148.00	26.8500
			E	4887.00	2255.54	28.1942
			F	5131.00	2368.15	29.6019
			G	5388.00	2486.77	31.0846
			H			
036	PRIN ADMIN ANALYST	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
208	PRIN ENGINEERING TECH	E169	A	5809.00	2681.08	33.5135
			B	6099.00	2814.92	35.1865
			C	6404.00	2955.69	36.9462
			D	6724.00	3103.38	38.7923
			E	7060.00	3258.46	40.7308
			F	7413.00	3421.38	42.7673
			G	7784.00	3592.62	44.9077
			H			
064	PRIN OFFICE ASST	E133	A	4062.00	1874.77	23.4346
			B	4265.00	1968.46	24.6058
			C	4478.00	2066.77	25.8346
			D	4702.00	2170.15	27.1269
			E	4937.00	2278.62	28.4827
			F	5184.00	2392.62	29.9077
			G	5443.00	2512.15	31.4019
			H			
129	PRIN PERSONNEL ANALYST	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 23

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
059	PRINCIPAL ACCOUNTANT	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
023	PROGRAM SPECIALIST	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
209	PROJECT ENGINEER	M204	A	8069.00	3724.15	46.5519
			B	8472.00	3910.15	48.8769
			C	8896.00	4105.85	51.3231
			D	9341.00	4311.23	53.8904
			E	9808.00	4526.77	56.5846
			F	10298.00	4752.92	59.4115
			G	10813.00	4990.62	62.3827
			H			
265	PROJECT PLANNER	M186	A	6746.00	3113.54	38.9192
			B	7083.00	3269.08	40.8635
			C	7437.00	3432.46	42.9058
			D	7809.00	3604.15	45.0519
			E	8199.00	3784.15	47.3019
			F	8609.00	3973.38	49.6673
			G	9039.00	4171.85	52.1481
			H			
570	PUB SAFETY ADMN OFFICER	C255	A	13407.00	6187.85	77.3481
			B	14077.00	6497.08	81.2135
			C	14781.00	6822.00	85.2750
			D	15520.00	7163.08	89.5385
			E	16296.00	7521.23	94.0154
			F	17111.00	7897.38	98.7173
			G	17967.00	8292.46	103.6558
			H			
	FIRE 112 HR SHIFT		A			55.2486
			B			58.0096
			C			60.9107
			D			63.9560
			E			67.1538
			F			70.5124
			G			74.0398
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 24

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
083	PUB SAFETY DISPATCHER	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
126	PUBLIC SAFETY FISCAL ANALYST	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			
033	PUBLIC WORKS DIRECTOR	C245	A	12136.00	5601.23	70.0154
			B	12743.00	5881.38	73.5173
			C	13380.00	6175.38	77.1923
			D	14049.00	6484.15	81.0519
			E	14751.00	6808.15	85.1019
			F	15489.00	7148.77	89.3596
			G	16263.00	7506.00	93.8250
			H			
420	PUBLIC WORKS FOREMAN	M155	A	4955.00	2286.92	28.5865
			B	5203.00	2401.38	30.0173
			C	5463.00	2521.38	31.5173
			D	5736.00	2647.38	33.0923
			E	6023.00	2779.85	34.7481
			F	6324.00	2918.77	36.4846
			G	6640.00	3064.62	38.3077
			H			
204	PUBLIC WORKS SUPV	M176	A	6107.00	2818.62	35.2327
			B	6412.00	2959.38	36.9923
			C	6733.00	3107.54	38.8442
			D	7070.00	3263.08	40.7885
			E	7424.00	3426.46	42.8308
			F	7795.00	3597.69	44.9712
			G	8185.00	3777.69	47.2212
			H			
244	PUBLIC WORKS TECHNICIAN	E145	A	4576.00	2112.00	26.4000
			B	4805.00	2217.69	27.7212
			C	5045.00	2328.46	29.1058
			D	5297.00	2444.77	30.5596
			E	5562.00	2567.08	32.0885
			F	5840.00	2695.38	33.6923
			G	6132.00	2830.15	35.3769
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 25

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
402	PUBLIC WORKS TRAINEE	U089	A	2364.00	1091.08	13.6385
			B	2439.00	1125.69	14.0712
			C	2495.00	1151.54	14.3942
			D	2551.00	1177.38	14.7173
			E	2629.00	1213.38	15.1673
			F	2685.00	1239.23	15.4904
			G	2814.00	1298.77	16.2346
			H			
070	PURCHASING AGENT	M191	A	7091.00	3272.77	40.9096
			B	7446.00	3436.62	42.9577
			C	7818.00	3608.31	45.1038
			D	8209.00	3788.77	47.3596
			E	8619.00	3978.00	49.7250
			F	9050.00	4176.92	52.2115
			G	9503.00	4386.00	54.8250
			H			
222	REAL PROP AGENT	E162	A	5418.00	2500.62	31.2577
			B	5689.00	2625.69	32.8212
			C	5973.00	2756.77	34.4596
			D	6272.00	2894.77	36.1846
			E	6586.00	3039.69	37.9962
			F	6915.00	3191.54	39.8942
			G	7261.00	3351.23	41.8904
			H			
221	REAL PROPERTY MGR	M199	A	7679.00	3544.15	44.3019
			B	8063.00	3721.38	46.5173
			C	8466.00	3907.38	48.8423
			D	8889.00	4102.62	51.2827
			E	9333.00	4307.54	53.8442
			F	9800.00	4523.08	56.5385
			G	10290.00	4749.23	59.3654
			H			
092	REPR EQUIP OPER	E109	A	3197.00	1475.54	18.4442
			B	3357.00	1549.38	19.3673
			C	3525.00	1626.92	20.3365
			D	3701.00	1708.15	21.3519
			E	3886.00	1793.54	22.4192
			F	4080.00	1883.08	23.5385
			G	4284.00	1977.23	24.7154
			H			
032	REVENUE MANAGER	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 26

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
132	RISK MGMT SUPERVISOR	M171	A	5811.00	2682.00	33.5250
			B	6102.00	2816.31	35.2038
			C	6407.00	2957.08	36.9635
			D	6727.00	3104.77	38.8096
			E	7063.00	3259.85	40.7481
			F	7416.00	3422.77	42.7846
			G	7787.00	3594.00	44.9250
			H			
460	SEWER MAINT WORKER	U132	A	4022.00	1856.31	23.2038
			B	4223.00	1949.08	24.3635
			C	4434.00	2046.46	25.5808
			D	4656.00	2148.92	26.8615
			E	4889.00	2256.46	28.2058
			F	5133.00	2369.08	29.6135
			G	5390.00	2487.69	31.0962
			H			
424	SMALL ENGINES MECHANIC	U127	A	3827.00	1766.31	22.0788
			B	4018.00	1854.46	23.1808
			C	4219.00	1947.23	24.3404
			D	4430.00	2044.62	25.5577
			E	4652.00	2147.08	26.8385
			F	4885.00	2254.62	28.1827
			G	5129.00	2367.23	29.5904
			H			
312	SPECIAL OFFICER	E157	A	5155.00	2379.23	29.7404
			B	5413.00	2498.31	31.2288
			C	5684.00	2623.38	32.7923
			D	5968.00	2754.46	34.4308
			E	6266.00	2892.00	36.1500
			F	6579.00	3036.46	37.9558
			G	6908.00	3188.31	39.8538
			H			
051	SR ACCOUNT SPECIALIST	E122	A	3639.00	1679.54	20.9942
			B	3821.00	1763.54	22.0442
			C	4012.00	1851.69	23.1462
			D	4213.00	1944.46	24.3058
			E	4424.00	2041.85	25.5231
			F	4645.00	2143.85	26.7981
			G	4877.00	2250.92	28.1365
			H			
055	SR ACCOUNTANT	E171	A	5927.00	2735.54	34.1942
			B	6223.00	2872.15	35.9019
			C	6534.00	3015.69	37.6962
			D	6861.00	3166.62	39.5827
			E	7204.00	3324.92	41.5615
			F	7564.00	3491.08	43.6385
			G	7942.00	3665.54	45.8192
			H			



CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 27

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
014	SR ADMIN AIDE	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
017	SR ADMIN ANALYST	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
203	SR ANIMAL CONTROL OFFICER	E164	A	5527.00	2550.92	31.8865
			B	5803.00	2678.31	33.4788
			C	6093.00	2812.15	35.1519
			D	6398.00	2952.92	36.9115
			E	6718.00	3100.62	38.7577
			F	7054.00	3255.69	40.6962
			G	7407.00	3418.62	42.7327
			H			
231	SR BLDG INSPECTOR	E170	A	5867.00	2707.85	33.8481
			B	6160.00	2843.08	35.5385
			C	6468.00	2985.23	37.3154
			D	6791.00	3134.31	39.1788
			E	7131.00	3291.23	41.1404
			F	7488.00	3456.00	43.2000
			G	7862.00	3628.62	45.3577
			H			
216	SR CIVIL ENGINEER	M211	A	8652.00	3993.23	49.9154
			B	9085.00	4193.08	52.4135
			C	9539.00	4402.62	55.0327
			D	10016.00	4622.77	57.7846
			E	10517.00	4854.00	60.6750
			F	11043.00	5096.77	63.7096
			G	11595.00	5351.54	66.8942
			H			
242	SR CODE ENFORCEMENT OFFICER	E160	A	5311.00	2451.23	30.6404
			B	5577.00	2574.00	32.1750
			C	5856.00	2702.77	33.7846
			D	6149.00	2838.00	35.4750
			E	6456.00	2979.69	37.2462
			F	6779.00	3128.77	39.1096
			G	7118.00	3285.23	41.0654
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 28

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
098	SR COMMUNITY SERVICE OFFICER	E136	A	4182.00	1930.15	24.1269
			B	4391.00	2026.62	25.3327
			C	4611.00	2128.15	26.6019
			D	4842.00	2234.77	27.9346
			E	5084.00	2346.46	29.3308
			F	5338.00	2463.69	30.7962
			G	5605.00	2586.92	32.3365
			H			
091	SR ECONOMIC DEV SPEC	E162	A	5418.00	2500.62	31.2577
			B	5689.00	2625.69	32.8212
			C	5973.00	2756.77	34.4596
			D	6272.00	2894.77	36.1846
			E	6586.00	3039.69	37.9962
			F	6915.00	3191.54	39.8942
			G	7261.00	3351.23	41.8904
			H			
226	SR EMPLOYMENT SPECIALIST	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			
212	SR ENGINEERING TECH	E159	A	5258.00	2426.77	30.3346
			B	5521.00	2548.15	31.8519
			C	5797.00	2675.54	33.4442
			D	6087.00	2809.38	35.1173
			E	6391.00	2949.69	36.8712
			F	6711.00	3097.38	38.7173
			G	7047.00	3252.46	40.6558
			H			
246	SR ENVR SERV SPEC	E153	A	4954.00	2286.46	28.5808
			B	5202.00	2400.92	30.0115
			C	5462.00	2520.92	31.5115
			D	5735.00	2646.92	33.0865
			E	6022.00	2779.38	34.7423
			F	6323.00	2918.31	36.4788
			G	6639.00	3064.15	38.3019
			H			
260	SR FIRE PROTECTION SPEC	E171	A	5927.00	2735.54	34.1942
			B	6223.00	2872.15	35.9019
			C	6534.00	3015.69	37.6962
			D	6861.00	3166.62	39.5827
			E	7204.00	3324.92	41.5615
			F	7564.00	3491.08	43.6385
			G	7942.00	3665.54	45.8192
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 29

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
294	SR HOUSING SPECIALIST	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
104	SR INFO TECH ANALYST	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			
106	SR INFORMATION TECHNOLOGY TEE159		A	5258.00	2426.77	30.3346
			B	5521.00	2548.15	31.8519
			C	5797.00	2675.54	33.4442
			D	6087.00	2809.38	35.1173
			E	6391.00	2949.69	36.8712
			F	6711.00	3097.38	38.7173
			G	7047.00	3252.46	40.6558
			H			
067	SR OFFICE ASSISTANT	E123	A	3676.00	1696.62	21.2077
			B	3860.00	1781.54	22.2692
			C	4053.00	1870.62	23.3827
			D	4256.00	1964.31	24.5538
			E	4469.00	2062.62	25.7827
			F	4692.00	2165.54	27.0692
			G	4927.00	2274.00	28.4250
			H			
128	SR PERSONNEL ANALYST	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
407	SR PK MAINTENANCE WKR	U137	A	4227.00	1950.92	24.3865
			B	4438.00	2048.31	25.6038
			C	4660.00	2150.77	26.8846
			D	4893.00	2258.31	28.2288
			E	5138.00	2371.38	29.6423
			F	5395.00	2490.00	31.1250
			G	5665.00	2614.62	32.6827
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 30

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
266	SR PLANNER	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			
025	SR PROGRAM SPECIALIST	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
264	SR PROJECT PLANNER	M194	A	7306.00	3372.00	42.1500
			B	7671.00	3540.46	44.2558
			C	8055.00	3717.69	46.4712
			D	8458.00	3903.69	48.7962
			E	8881.00	4098.92	51.2365
			F	9325.00	4303.85	53.7981
			G	9791.00	4518.92	56.4865
			H			
223	SR REAL PROPERTY AGENT	M173	A	5929.00	2736.46	34.2058
			B	6225.00	2873.08	35.9135
			C	6536.00	3016.62	37.7077
			D	6863.00	3167.54	39.5942
			E	7206.00	3325.85	41.5731
			F	7566.00	3492.00	43.6500
			G	7944.00	3666.46	45.8308
			H			
253	SR RECREATION SPECIALIST	E101	A	2954.00	1363.38	17.0423
			B	3102.00	1431.69	17.8962
			C	3257.00	1503.23	18.7904
			D	3420.00	1578.46	19.7308
			E	3591.00	1657.38	20.7173
			F	3771.00	1740.46	21.7558
			G	3960.00	1827.69	22.8462
			H			
090	SR REPRP EQUIP OPR	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 31

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
462	SR SEWER MAINT WRKR	U137	A	4227.00	1950.92	24.3865
			B	4438.00	2048.31	25.6038
			C	4660.00	2150.77	26.8846
			D	4893.00	2258.31	28.2288
			E	5138.00	2371.38	29.6423
			F	5395.00	2490.00	31.1250
			G	5665.00	2614.62	32.6827
			H			
419	SR ST MAINT WORKER	U137	A	4227.00	1950.92	24.3865
			B	4438.00	2048.31	25.6038
			C	4660.00	2150.77	26.8846
			D	4893.00	2258.31	28.2288
			E	5138.00	2371.38	29.6423
			F	5395.00	2490.00	31.1250
			G	5665.00	2614.62	32.6827
			H			
412	SR TRAFFIC SIGNAL ELECTR	U163	A	5474.00	2526.46	31.5808
			B	5748.00	2652.92	33.1615
			C	6035.00	2785.38	34.8173
			D	6337.00	2924.77	36.5596
			E	6654.00	3071.08	38.3885
			F	6987.00	3224.77	40.3096
			G	7336.00	3385.85	42.3231
			H			
437	SR WATER PROD OPER	U157	A	5157.00	2380.15	29.7519
			B	5415.00	2499.23	31.2404
			C	5686.00	2624.31	32.8038
			D	5970.00	2755.38	34.4423
			E	6269.00	2893.38	36.1673
			F	6582.00	3037.85	37.9731
			G	6911.00	3189.69	39.8712
			H			
255	SR WATER QUALITY TECH	E165	A	5581.00	2575.85	32.1981
			B	5860.00	2704.62	33.8077
			C	6153.00	2839.85	35.4981
			D	6461.00	2982.00	37.2750
			E	6784.00	3131.08	39.1385
			F	7123.00	3287.54	41.0942
			G	7479.00	3451.85	43.1481
			H			
431	SR WATER SERV WORKER	U146	A	4623.00	2133.69	26.6712
			B	4854.00	2240.31	28.0038
			C	5097.00	2352.46	29.4058
			D	5352.00	2470.15	30.8769
			E	5620.00	2593.85	32.4231
			F	5901.00	2723.54	34.0442
			G	6196.00	2859.69	35.7462
			H			

## CITY OF GARDEN GROVE PAY RATES

PAGE

32

30 Jan 2017

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
078	SR WORD PROC OPER	E123	A	3676.00	1696.62	21.2077
			B	3860.00	1781.54	22.2692
			C	4053.00	1870.62	23.3827
			D	4256.00	1964.31	24.5538
			E	4469.00	2062.62	25.7827
			F	4692.00	2165.54	27.0692
			G	4927.00	2274.00	28.4250
			H			
411	ST MAINTENANCE WORKER	U132	A	4022.00	1856.31	23.2038
			B	4223.00	1949.08	24.3635
			C	4434.00	2046.46	25.5808
			D	4656.00	2148.92	26.8615
			E	4889.00	2256.46	28.2058
			F	5133.00	2369.08	29.6135
			G	5390.00	2487.69	31.0962
			H			
451	STOCK CLERK	E112	A	3295.00	1520.77	19.0096
			B	3460.00	1596.92	19.9615
			C	3633.00	1676.77	20.9596
			D	3815.00	1760.77	22.0096
			E	4006.00	1848.92	23.1115
			F	4206.00	1941.23	24.2654
			G	4416.00	2038.15	25.4769
			H			
450	STOREKEEPER	E135	A	4143.00	1912.15	23.9019
			B	4350.00	2007.69	25.0962
			C	4568.00	2108.31	26.3538
			D	4796.00	2213.54	27.6692
			E	5036.00	2324.31	29.0538
			F	5288.00	2440.62	30.5077
			G	5552.00	2562.46	32.0308
			H			
233	SUPERVISING BLDG INSPCTR	M179	A	6292.00	2904.00	36.3000
			B	6607.00	3049.38	38.1173
			C	6937.00	3201.69	40.0212
			D	7284.00	3361.85	42.0231
			E	7648.00	3529.85	44.1231
			F	8030.00	3706.15	46.3269
			G	8432.00	3891.69	48.6462
			H			
237	TRAFFIC ENGINEER	M211	A	8652.00	3993.23	49.9154
			B	9085.00	4193.08	52.4135
			C	9539.00	4402.62	55.0327
			D	10016.00	4622.77	57.7846
			E	10517.00	4854.00	60.6750
			F	11043.00	5096.77	63.7096
			G	11595.00	5351.54	66.8942
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 33

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
405	TRAFFIC SIGNAL ELECTRICIAN	U143	A	4488.00	2071.38	25.8923
			B	4712.00	2174.77	27.1846
			C	4948.00	2283.69	28.5462
			D	5195.00	2397.69	29.9712
			E	5455.00	2517.69	31.4712
			F	5728.00	2643.69	33.0462
			G	6014.00	2775.69	34.6962
			H			
040	UTILITIES REVENUE SUPV	M166	A	5528.00	2551.38	31.8923
			B	5804.00	2678.77	33.4846
			C	6094.00	2812.62	35.1577
			D	6399.00	2953.38	36.9173
			E	6719.00	3101.08	38.7635
			F	7055.00	3256.15	40.7019
			G	7408.00	3419.08	42.7385
			H			
410	UTILITY WORKER	U112	A	3296.00	1521.23	19.0154
			B	3461.00	1597.38	19.9673
			C	3634.00	1677.23	20.9654
			D	3816.00	1761.23	22.0154
			E	4007.00	1849.38	23.1173
			F	4207.00	1941.69	24.2712
			G	4417.00	2038.62	25.4827
			H			
429	WATER CUST SERVICE WRKR	U138	A	4269.00	1970.31	24.6288
			B	4482.00	2068.62	25.8577
			C	4706.00	2172.00	27.1500
			D	4941.00	2280.46	28.5058
			E	5188.00	2394.46	29.9308
			F	5447.00	2514.00	31.4250
			G	5719.00	2639.54	32.9942
			H			
436	WATER PROD OPER	U142	A	4443.00	2050.62	25.6327
			B	4665.00	2153.08	26.9135
			C	4898.00	2260.62	28.2577
			D	5143.00	2373.69	29.6712
			E	5400.00	2492.31	31.1538
			F	5670.00	2616.92	32.7115
			G	5954.00	2748.00	34.3500
			H			
433	WATER PRODUCTION ELECT	U163	A	5474.00	2526.46	31.5808
			B	5748.00	2652.92	33.1615
			C	6035.00	2785.38	34.8173
			D	6337.00	2924.77	36.5596
			E	6654.00	3071.08	38.3885
			F	6987.00	3224.77	40.3096
			G	7336.00	3385.85	42.3231
			H			

CITY OF GARDEN GROVE PAY RATES  
30 Jan 2017

PAGE 34

CLS#	TITLE	RANGE	STEP	MONTHLY	BI-WEEKLY	HOURLY
438	WATER PRODUCTION MECHANIC	U147	A	4670.00	2155.38	26.9423
			B	4904.00	2263.38	28.2923
			C	5149.00	2376.46	29.7058
			D	5406.00	2495.08	31.1885
			E	5676.00	2619.69	32.7462
			F	5960.00	2750.77	34.3846
			G	6258.00	2888.31	36.1038
			H			
115	WATER QUALITY TECHNICIAN	E150	A	4808.00	2219.08	27.7385
			B	5048.00	2329.85	29.1231
			C	5300.00	2446.15	30.5769
			D	5565.00	2568.46	32.1058
			E	5843.00	2696.77	33.7096
			F	6135.00	2831.54	35.3942
			G	6442.00	2973.23	37.1654
			H			
430	WATER SERVICE WORKER	U132	A	4022.00	1856.31	23.2038
			B	4223.00	1949.08	24.3635
			C	4434.00	2046.46	25.5808
			D	4656.00	2148.92	26.8615
			E	4889.00	2256.46	28.2058
			F	5133.00	2369.08	29.6135
			G	5390.00	2487.69	31.0962
			H			
409	WATER SERVICES MANAGER	M215	A	9003.00	4155.23	51.9404
			B	9453.00	4362.92	54.5365
			C	9926.00	4581.23	57.2654
			D	10422.00	4810.15	60.1269
			E	10943.00	5050.62	63.1327
			F	11490.00	5303.08	66.2885
			G	12065.00	5568.46	69.6058
			H			
102	WEBMASTER	E174	A	6106.00	2818.15	35.2269
			B	6411.00	2958.92	36.9865
			C	6732.00	3107.08	38.8385
			D	7069.00	3262.62	40.7827
			E	7422.00	3425.54	42.8192
			F	7793.00	3596.77	44.9596
			G	8183.00	3776.77	47.2096
			H			
077	WORD PROC OPERATOR	E113	A	3327.00	1535.54	19.1942
			B	3493.00	1612.15	20.1519
			C	3668.00	1692.92	21.1615
			D	3851.00	1777.38	22.2173
			E	4044.00	1866.46	23.3308
			F	4246.00	1959.69	24.4962
			G	4458.00	2057.54	25.7192
			H			



# **CITY OF GARDEN GROVE**

## **PAYROLL SUPERVISOR**

CLASS CODE: 133

RANGE: M171

### **DEFINITION:**

Under general supervision, plans and oversees the daily functions, operations, and activities of the Payroll unit, including supervising staff in processing and reconciling of payroll, performing various technical accounting work, and management and financial reporting, and collaborating with others to implement system changes.

### **EXAMPLES OF DUTIES:**

Verifies that payroll is processed properly according to memorandum of understandings, laws, regulations, policies and procedures;

Assesses data and timesheets and resolves inconsistencies;

Interprets, applies, and explains City policies and procedures, laws, and regulations related to payroll, including tax regulations, Fair Labor Standards Act, Public Employees Retirement System law, personnel rules and memorandums of understanding;

Develops, recommends, implements, and maintains payroll and related standard operating procedures;

Modifies or develops new procedures to comply with changing laws, regulations, and memorandum of understandings, and City policies and procedures;

Collaborates with other departments to modify payroll systems to accommodate changes to payroll procedures and resolves issues;

Provides payroll subject matter expertise in negotiation meetings;

Calculates and generates various payroll projection reports;

Reconciles payroll and tax withholding records;

Prepares State and Federal payroll reports;

Posts, balances, and reconciles various general ledger and subsidiary accounts;

Prepares month-end and year-end reports and reconciliations;

Prepares and records year-end journal entries and schedules for audit purposes;

Works with manager to provide auditors necessary information, documents, and reports;

Monitors expenditures and revenue of grant-funded accounts and generates applicable statements;

Processes and reviews check and wire requests;

Coordinates timely filing of tax returns and related reports;

Monitors changes and ensures compliance of all relevant and applicable laws, regulations, codes, memorandum of understandings, policies and procedures;

Provides assistance to departments and vendors regarding timekeeping, payroll, and accounts payable issues;

Supervises and trains assigned technical and clerical staff in payroll and related areas;

Performs general accounting functions;

Performs other related duties as assigned.

## **MINIMUM QUALIFICATIONS:**

### **Experience:**

Three years of progressively responsible experience processing and reconciling payroll, preferably in a municipal setting, and one year of supervisory or lead experience.

### **Education:**

Associate's degree with major coursework in accounting, finance, business administration, or related field. Bachelor's degree in accounting, finance, business administration, or related field is highly desirable.

### **Knowledge of:**

Principles, practices, standards and controls of accounting, including payroll,

accounts payable, and grant accounting, auditing, and financial reporting; applicable federal, state, and local laws, regulations, agreements, codes, and ordinances governing wage and hour, payroll, financial record-keeping and reporting, taxation, and retirement; principles and practices of supervision and training; set-up and functions of computerized payroll and financial accounting systems.

**Ability to:**

Explain, interpret, and implement accounting and payroll principles and internal control standards; research and analyze payroll and other financial data, make sound conclusions and effectively present findings; schedule, assign, coordinate, train, supervise and evaluate the work of staff; communicate effectively, both orally and in writing; keep up-to-date on industry trends and changes to laws and regulations governing payroll; interpret legal documents, memorandums of understandings, and federal and state payroll guidelines and regulations; work collaboratively in a team environment and develop productive working relationships; operate a personal computer and use applicable software programs, such as MS Word, PowerPoint, and Excel; maintain the confidentiality of sensitive accounting and personnel data; and commit to providing quality customer service.

**Other Requirements:**

A California Class "C" Driver's License is highly desirable. Certified Payroll Professional (CPP) through the American Payroll Association (APA) highly desirable.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Incumbents in this classification sit, walk, stand, speak clearly; hear normal voice conversation; distinguish shades/use color vision; see small details; work on a personal computer; type or use a 10-key; and use a telephone.

**WORK ENVIRONMENT:**

The work environment described here is representative of those an employee encounters while performing the essential functions of this job. Incumbents in this classification work in an open office environment.

**JOB FAMILY:** Account Specialist, Senior Account Specialist, Principal Account Specialist, Accounting Technician, Accountant, **Payroll Supervisor**, Senior Accountant, Principal Accountant or Accounting Supervisor, Finance Manager, Finance Director

PAYROLL SUPERVISOR

Page 4

Approved: TBD

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution approving the Memorandum of Understanding with the Garden Grove Police Management Association. ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

To obtain City Council approval of a new three (3) year Memorandum of Understanding (hereinafter "MOU") with the Garden Grove Police Management Association (hereinafter "Union").

**BACKGROUND**

The City, at the City Council's direction, met and conferred with the Union and agreed to a three (3) year MOU that will expire June 30, 2018. The prior MOU expired on June 30, 2015.

**DISCUSSION**

The MOU provides for an increase to the City's cafeteria benefits in January 2016 and January 2017. The City and the Union agreed to move away from the current City Fringe Benefit Formula – Composite Figure to flat rate adjustments towards the City's cafeteria benefits in the future. Additionally, the City will designate Martin Luther King Jr. Day and Columbus Day as new eight (8) hour holidays in 2016.

The City and the Union also agreed to a new 4 percent H step at the top of the salary range for Police Lieutenant and Police Captain effective Fiscal Year 2017/2018. The final language of this MOU is still being worked out, and may not be finalized until after the February 14, 2017, City Council meeting. In order to not delay any changes that this MOU provides, it is requested that the City Council give the City Manager the authorization to agree to any final language revisions agreed to by the parties. There would not be any financial changes, only language changes.

**FINANCIAL IMPACT**

The estimated cost for the increase in the City's cafeteria contributions is approximately \$9,413 for 2016, and \$12,072 for 2017. The holidays are estimated to cost \$19,656 annually and the new H step is estimated to cost \$58,000 for Fiscal Year 2017/2018. Future budget appropriations will be made as appropriate to accommodate these estimated costs.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution approving the Memorandum of Understanding on salaries, wages, and fringe benefits for the Term 2015-2018 with the Garden Grove Police Management Association; and
- Authorize the City Manager to finalize any last minute language changes that may occur between the parties.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution for MOU PMA	2/9/2017	Cover Memo	2-14- 17_Resolution_02142017_adopt_PMA_MOU.pdf
MOU	2/2/2017	Backup Material	Police_Management_MOU_2015_- _2018_FINAL_2-14-17.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
APPROVING THE MEMORANDUM OF UNDERSTANDING ON SALARIES, WAGES, AND  
FRINGE BENEFITS FOR THE TERM 2015-2018 BY AND BETWEEN THE GARDEN  
GROVE POLICE MANAGEMENT ASSOCIATION AND THE CITY OF GARDEN GROVE

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY RESOLVE:

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2015-2018, by and between the Garden Grove Police Management Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Police Management Association, and the Human Resources Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

CITY OF GARDEN GROVE  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT  
BY AND BETWEEN  
THE GARDEN GROVE POLICE MANAGEMENT ASSOCIATION  
AND  
THE CITY OF GARDEN GROVE  
2015 - 2018

THIS MEMORANDUM OF UNDERSTANDING has been prepared pursuant to Resolution No. 4066-71, as amended, of the City of Garden Grove, which Resolution is generally identified as the "EMPLOYEE RELATIONS RESOLUTION" and the Government Code Sections 3500 through 3510, as amended, which is generally referred to as the Meyers-Milias-Brown Act.

This Agreement has been developed as a result of the requests of the Garden Grove Police Management Association. The items in this Agreement are subject to the approval of the City Manager and the City Council of the City of Garden Grove and will be placed into effect upon the taking of administrative action by the City Manager's Office and the adoption of the necessary ordinances and resolutions by the City Council, if acceptable to them, in accordance with the terms and conditions hereinafter set forth.

For simplicity of language and usage, whenever the male pronoun is used, it shall be assumed to apply to both genders.

The term of this Memorandum of Understanding shall be from July 1, 2015 through June 30, 2018.



POLICE MANAGEMENT ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING

2015 - 2018

TABLE OF CONTENTS

SECTION	PAGE
1. Management Recognition and Management Rights .....	3
2. Salary Range Merit Step Eligibility .....	4
3. Wages .....	5
4. Fringe Benefits .....	5
5. Administrative Leave.....	9
6. Exempt Police Management Classes.....	9
7. Effective Date and Term .....	10
INDEX .....	11

## SECTION 1: MANAGEMENT RECOGNITION AND MANAGEMENT RIGHTS

- A. This Memorandum of Understanding (MOU) establishes wages, benefits, terms and conditions of employment for the Police Management classifications of Police Lieutenant and Police Captain.
- B. All management rights and functions except those which are clearly and expressly limited in this MOU shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:
  - i. Manage the City.
  - ii. Establish and schedule working hours.
  - iii. Establish, modify, or change work schedules or standards.
  - iv. Institute changes in procedures.
  - v. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee.
  - vi. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of facilities, departments, divisions, or subdivisions thereof.
  - vii. Determine services to be rendered and frequency thereof.
  - viii. Determine the layout of buildings and equipment and materials to be used therein.
  - ix. Determine processes, techniques, methods, and means of performing work.
  - x. Determine the size, character and use of inventories.
  - xi. Determine financial policy including accounting procedure; establish and administer the fiscal year budget.
  - xii. Determine the administrative organization of the City including those of departments, divisions, bureaus, units, and other subdivisions.
  - xiii. Determine selection, promotion, or transfer of employees.
  - xiv. Determine the size and characteristics of the work force.
  - xv. Determine the allocation and assignment of work to employees.
  - xvi. Determine policy affecting the selection of new employees.
  - xvii. Determine the establishment of quality and quantity standards and the judgment of quality and quantity standards of work required.
  - xviii. Determine administration of discipline.
  - xix. Determine control and use of City property, materials, and equipment.
  - xx. Schedule work periods and determine the number and duration of work periods.
  - xxi. Establish, modify, eliminate or enforce rules and regulations.
  - xxii. Place work with outside firms.
  - xxiii. Determine the kinds and numbers of personnel necessary to execute the City mission.
  - xxiv. Determine the methods and means by which such operations are to be conducted.
  - xxv. Require employees, where necessary, to take in service training courses during working hours.

- xxvi. Determine duties to be included in any job classifications.
- xxvii. Take any necessary action to carry out the mission of the City in cases of an emergency, urgency, or other unusual situations.
- xxviii. Prescribe a uniform dress to be worn by designated employees.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this MOU, and then only to the extent such specific and express terms are in conformance with law. As pursuant to the law, all subjects, in relation to wages, hours, and working conditions will continue to be the subject of meet and confer or meet and consult, whichever is applicable.

- C. All provisions for wages, hours, fringe benefits, terms and conditions of employment not specifically enumerated herein shall continue to be provided in the same amount, time, place, and manner as was done during the period of the prior Police Management Resolution.

## SECTION 2: SALARY RANGE MERIT STEP ELIGIBILITY

Step increases for individual employees are granted in recognition of merit. The normal time intervals between the steps are as follows:

<u>Employment at Step A</u>	
Step A to Step B .....	Six months
Step B to Step C .....	One year
Step C to Step D .....	One year
Step D to Step E .....	One year
Step E to Step F .....	One year
Step F to Step G .....	One year
Step G to Step H .....	One year

### SECTION 3: WAGES

During the term of this MOU there will be no across the board adjustment to base salary.

Effective on the first day of pay period following July 1, 2017, a new step (Step "H") will be added to the salary schedule. Step "H" will be four percent (4%) higher than Step "G". All members of the bargaining unit, who were on Step "G" for twelve months or more on July 1, 2017, will be eligible to move to Step "H" (assuming they are eligible for a salary merit increase in accordance with the Salary Step Increase provision in Section 2) on the first day of the pay period following July 1, 2017. Any member of the unit who was at Step "G" for less than 12 months on July 1, 2017, will be eligible to move to Step "H" in accordance with the Salary Step Increase provision in Section 2.

### SECTION 4: FRINGE BENEFITS

#### A. Cafeteria Plan

- i. The City shall make a monthly contribution to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, flexible health care and child care reimbursement, deferred compensation and cash.
- ii. All employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans.
- iii. An employee who selects the option of not enrolling ("Waiver of Coverage") in one of the PERS plans and who meets the conditions outlined in section 4.A.(ii) shall receive a "Waiver of Coverage Amount" credit either payable in cash or contributed to the employee's account with the City's deferred compensation plan. This credit shall be provided to such employee once a year in the month of December.

#### iv. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2016:

Employee only	\$565 per month
Employee plus 1	\$1002 per month
Employee plus 2 or more	\$1290 per month
Waiver of Coverage	\$205 per month

#### v. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2017:

Employee only	\$655 per month
Employee plus 1	\$1120 per month
Employee plus 2 or more	\$1400 per month
Waiver of Coverage	\$205 per month

vi. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2018:

Employee only	\$655 per month
Employee plus 1	\$1120 per month
Employee plus 2 or more	\$1400 per month
Waiver of Coverage	\$205 per month

B. Tuition Reimbursement

Police Lieutenants, Police Captains and Deputy Chiefs are eligible to participate in the Tuition Reimbursement Program offered to other management employees.

C. Retirement

- i. The City currently contracts with PERS to provide the following benefit to the Police Safety retirement plan.
  - a) Section 21362.2 (3% at 50 Full formula for local Police Safety members).
  - b) Section 20024.2 (Highest Year).
  - c) Section 20862.8 (Credit for Unused Sick Leave).
  - d) Sworn Public Safety management employees pay the entire "Employee Contribution."
- ii. At the time of an Association member's retirement, the City shall pay to him an amount equal to 100% of his total accumulated but unused sick leave hours, provided that the 100% pay out under this provision may be applied to no more than 750 hours accumulated but unused sick leave. The remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20862.8.
- iii. Association members who commenced full-time, regular service (i.e., not Reserve) as a Police Officer prior to January 1, 1985, shall not be subject to the 1,000-hour cap referred to above.
- iv. Association members who hold a permanent appointment as a Police Lieutenant or Police Captain on July 1, 2009 and who commenced full-time, regular service (i.e., not Reserve) as a Police Officer after January

1, 1985 shall receive an amount equal to 75% of his total accumulated but unused sick leave hours, provided that the 75% pay out under this provision may be applied to no more than 1,000 hours accumulated but unused sick leave, and said member shall receive an additional amount equal to 50% of his total accumulated but unused sick leave hours for any hours of accumulated but unused sick leave in excess of 1,000 hours.

- v. At the request of the Association member, 100% of accumulated but unused sick leave hours may be used toward the extension of his service period under PERS Section 20862.8 and no payout will occur.
- vi. Pursuant to the Public Employees' Pension Reform Act ("PEPRA," AB 340, Laws of 2012), persons who were not members of the Public Employees' Retirement System (PERS) or another California public retirement system which has effected reciprocity with PERS as of December 31<sup>st</sup>, 2012, or who were part of such a plan but have had a break in service of more than six months are considered new members under PEPRA and will be subject to the provisions contained therein notwithstanding any other provision of this Agreement.
- vii. Pursuant to Government Code § 20516.5, unit members defined by PEPRA as "classic members" (meaning those persons who were members of PERS or a reciprocal California public retirement system as of December 31, 2012 or were part of such a plan within the prior six months of being employed by the City) shall commence paying a PERS member contribution of twelve percent (12%) on June 30, 2015.

#### D. Retiree Medical Contribution

Effective July 1, 2000, the City shall contribute to the Police Association Retiree Medical Trust Fund (or a similar retiree medical premium plan) an amount equal to the average annual cost, but not to exceed 1.6% of salary for the positions of Police Lieutenant or Police Captain. The salary total for the positions of Police Lieutenant and Police Captain will be, for the purposes of this calculation only, increased by 2%. In doing so, the Police Management Association warrants that there are no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund (or alternative plan) or its beneficiaries, or to the Police Management Association.

#### E. Additional Fringe Benefits

Increases of additional fringe benefits made for the Police Association members shall also be provided to the Police Management Association.

#### F. Sick Leave

Association members shall accrue sick leave at the rate of ten (10) hours per month.

#### G. Uniforms

The City shall provide up to four work uniforms per year on an as-needed basis. The cost of uniforms shall not constitute compensation for purposes of the regular rate calculation under the Fair Labor Standard Act. This policy shall remain in effect unless a change is dictated by applicable law.

The City shall report to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit A, entitled "UNIFORM ALLOWANCE."

Uniform allowance is defined as compensation paid or the monetary value for the purchase, rental and/or maintenance of required clothing, including clothing made from specially designed protective fabrics, which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain.

#### H. Holidays

##### i. General Provision

Effective January 1, 2016, each Association employee will receive a total of 126 hours of pay in-lieu of holiday as designated below in subsection H (iv). The holidays are ten (10) holidays at ten (10) hours of pay and two (2) holidays at eight (8) hours of pay. This additional compensation will be paid as the holiday occurs and shall be reported to PERS as Special Compensation pursuant to Title 2, Division 1, Chapter 2 of the California Code of Regulations, specifically § 571 (a)(5) – Statutory Items, Holiday Pay.

##### ii. Part-Year Employment

An Association employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holidays described in subsection H (iv) that occur during the period actually worked.

##### iii. Effect of Unpaid Leave of Absence

An employee who is on an unpaid leave of absence during any holiday designated in subsection H (iv) is not entitled to receive any holiday benefits for that holiday.

##### iv. Designated Holidays

January 1<sup>st</sup> (New Year's Day)  
Third Monday of January (Martin Luther King Jr. Day)\*  
Third Monday of February (President's Day)  
Last Monday of May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
First Monday in September (Labor Day)  
Second Monday of October (Columbus Day)\*  
November 11<sup>th</sup> (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
The Day after Thanksgiving  
December 24<sup>th</sup> (Christmas Eve)  
December 25<sup>th</sup> (Christmas Day)  
December 31<sup>st</sup> (New Year's Eve)

\* Eight (8) hour Holiday

v. Holiday – End of Year Cash Out

Any portion of the annual holiday hours not used at the end of the calendar year will be relinquished in return for a cash payment equal to the value of those benefits based upon the employee's hourly rate of pay in effect on December 31 of the calendar year in question.

SECTION 5: ADMINISTRATIVE LEAVE

The Police Management positions listed in this MOU shall be exempt from all overtime provisions contained in the Municipal Code or in any Memorandum of Understanding in the group(s) supervised, except as specifically authorized by the City Manager.

Employees in Police Management positions shall receive forty (40) hours of Administrative Leave each January. Upon the Police Chief's recommendation, the City Manager may approve additional Administrative Leave hours, not to exceed forty (40) hours, for employees involved in additional major projects or assignments. The granting of additional leave time shall be at the sole determination of the City Manager.

Administrative Leave cannot be cashed out at any time. No employee may have more than eighty (80) hours of Administrative Leave time on the books at any time without the City Manager's approval. All Administrative Leave granted in a calendar year must be used by the end of the same calendar year, or it is forfeited. The City Manager shall establish procedures for employees who are hired or who terminate during a calendar year.

SECTION 6: EXEMPT POLICE MANAGEMENT CLASSES



All classes listed in this Police Management MOU shall be designated as exempt and be considered to be exempt from the provisions of the Municipal Code Section 2.44.390 and from the provisions of the Fair Labor Standards Act (FLSA) except as determined by the City Manager.

The appointment and removal of Division heads are governed by the Municipal Code Section 2.08.100.

Those employees who have used all their accrued leave benefits and are absent for less than one (1) day shall not have that time treated as an absence without pay.

Employees in this category shall be subject to disciplinary actions involving unpaid time off in accordance with FLSA regulations.

#### SECTION 7: EFFECTIVE DATE AND TERM

Following ratification of this MOU by the membership of the Association and approval thereof by the City Council of the City of Garden Grove, said agreement shall be effective from July 1, 2015, through and including June 30, 2018. During the term of said agreement, neither party shall propose any improvements in wages, hours, or working conditions concerning the affected employees which are to take effect prior to the expiration date of said agreement, except as explicitly outlined herein.

DATED: February 1, 2017

FOR THE CITY OF GARDEN GROVE:

FOR THE GARDEN GROVE POLICE  
MANAGEMENT ASSOCIATION:

---

JANY H. LEE  
*Human Resources Manager*

---

Lt. CHRIS LAWTON  
*President*

POLICE MANAGEMENT ASSOCIATION/CITY

# MEMORANDUM OF UNDERSTANDING

2015 – 2018

## INDEX

	Section No.	Page No.
Administrative Leave	5	9
Effective Date and Term	7	10
Exempt Police Management Classes	6	9
Fringe Benefit Contribution	4	5
Fringe Benefits, Additional	4	7
Holidays	4	8
Management Recognition and Rights	1	3
Retiree Medical Contribution	4	7
Retirement	4	5
Salary Range Merit Step Eligibility	2	4
Salary Range Schedule	3	5
Sick Leave	4	7
Tuition Reimbursement	4	5

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	City Manager	Dept.:	Finance
Subject:	Acceptance of an easement for Public Street and Highway Purposes for the property located at 6851 Lampson Avenue, Garden Grove. ( <i>Action Item</i> )	Date:	2/14/2017

---

**OBJECTIVE**

It is requested that the City Council approve the acceptance of an easement for street and highway purposes over a portion of the real property located at 6851 Lampson Avenue, owned by the Garden Grove Unified School District ("School District").

**BACKGROUND**

The School District is currently undertaking a major renovation and new construction at Pacifica High School, located at the northwest corner of Knott Street and Lampson Avenue. As part of the School District project, a new driveway from Knott Street was built to allow parents another access point for student drop off. A right turn pocket was built to allow for vehicle deceleration into the driveway leading to the parking lot. The right turn pocket will be dedicated to the City as public right-of-way. Attached are the street deed, legal description, and depiction for reference.

**FINANCIAL IMPACT**

There is no financial impact as a result of this dedication.

**RECOMMENDATION**

It is recommended that the City Council:

- Accept the dedication of easement for public street and highway purposes for the property located at 6851 Lampson Avenue, Garden Grove; and
- Authorize the City Clerk to accept the Street Deed on behalf of the City.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Dedication of Easement	2/2/2017	Backup Material	Dedication_2-14-17.pdf

RECORDING REQUESTED BY  
AND MAIL TO:

City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840  
Attn: City Clerk Office

WITH A COPY TO:

Garden Grove Unified School District  
10331 Stanford Avenue  
Garden Grove, CA 92840  
Attn: Superintendent

This conveyance is to a public entity, R & T 11922

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording fees exempt, G C 27383

APN: 217-341-02

**DEDICATION OF EASEMENT**  
**(Dedication for Public Street Purposes)**

A. WHEREAS, the GARDEN GROVE UNIFIED SCHOOL DISTRICT, a California public school district duly organized under and by virtue of the laws of the State of California ("Grantor"), is the owner of certain real property now known as Pacifica High School located at 6851 Lampson Avenue, Garden Grove, California 92845, hereinafter called the "Property";

B. WHEREAS, the Grantor and the CITY OF GARDEN GROVE, an incorporated city of the State of California ("Grantee"), agree that their interests, and that of the public, are best served by Grantee taking easement ownership of, operation, maintenance, repair, reconstruction, improvement, replacement, and use responsibility for a right turn pocket improvement along Knott Street, as set forth in **Exhibit "A"**, attached hereto and by this reference made a part hereof;

C. WHEREAS, Grantor has complied with Education Code procedures to dedicate the Easement (defined below) to the Grantee and does not require the Easement area for classroom purposes.

NOW THEREFORE, in consideration of the covenants herein contained, Grantor does hereby dedicate to Grantee an exclusive "Easement" for public street and highway purposes in, on, over, and across the Property as described and depicted in **Exhibit "A"** to operate, maintain, repair, reconstruct, improve, replace, and use a right-turn pocket along Knott Street.


By acceptance of this Easement, Grantee acknowledges and agrees that the Easement is solely for the purpose of operating and maintaining a right-turn lane with associated curb, gutter, sidewalk, signage, landscaping, fencing, and for public street and highway purposes, and such use of the Easement shall not be expanded to include power lines or pipelines that would require a classroom or facility setback pursuant to California Department of Education's regulations on school construction as set forth in Title 5, California Code of Regulations, section 14001 et seq.

By acceptance of this Easement, Grantee acknowledges and agrees to defend, protect, indemnify, release, and forever hold harmless the Grantor and its agents, employees, officers, trustees, directors, and all those acting on behalf of the Grantor, to the maximum extent possible under law, from and against any and all assessments, claims, counts, costs, damages, demands, expenses, fines, judgments, liabilities (legal, administrative, or otherwise), losses, notices, penalties, suits (legal or in equity), violations, and/or attorneys' and consultants' fees arising out of, or in connection with, Grantee's (including but not limited to its agents, contractors, consultants, employees, and all others acting on behalf of Grantee) entry upon, use, design, construction, placement, operation, maintenance, repair, reconstruction, improvement, or replacement of the improvements on the Easement. The indemnification obligations set forth herein shall survive the expiration, termination, or reversion of this Easement.

By accepting this Dedication of Easement, Grantee acknowledges and agrees that upon any reversion of the Easement, Grantee hereby grants Grantor the right to encroach upon Grantee's property immediately adjacent to the Easement Area to remove all improvements placed by Grantee without payment to Grantee.

Dated: Jan. 17. 2017

GARDEN GROVE UNIFIED SCHOOL  
DISTRICT

By:   
\_\_\_\_\_  
Gabriela Mafi, Ed. D  
Superintendent

# ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California )

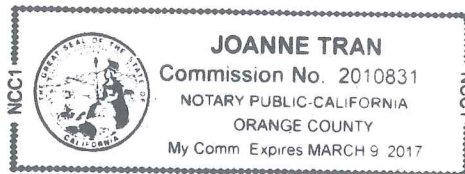
COUNTY OF Orange )

On Jan. 17, 2017 before me, JoAnne Tran, Notary Public,  
(here insert name and title of the officer)

personally appeared Gabriella Mafi,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature JoAnne Tran (Seal)

# **CERTIFICATE OF ACCEPTANCE**

(Government Code section 27281)

This is to certify that the interest in real property conveyed by the foregoing Dedication of Easement, dated January 17, 2017, from the Garden Grove Unified School District, a California public school district duly organized and existing under and by virtue of the laws of the State of California, to the City of Garden Grove, a municipal corporation and governmental agency, is hereby accepted by the undersigned officer on behalf of the Garden Grove City Council pursuant to authority conferred by Resolution of the Garden Grove City Council adopted on July 17, 1978, and the City of Garden Grove consents to the recordation thereof by its duly authorized officer.

I have executed this certificate of acceptance on \_\_\_\_\_, 2017.

CITY OF GARDEN GROVE

By: \_\_\_\_\_

Its: \_\_\_\_\_



## EXHIBIT "A"


### DESCRIPTION:

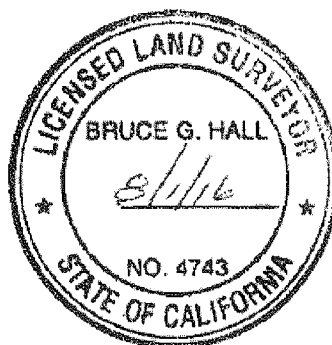
That portion of the East Half of Section 34, Township 4 South, Range 11 West, in the Rancho Los Alamitos as per map filed and made a part of Decree of Partition Case No. 68582 of the Superior Court of the State of California, in and for the County of Los Angeles a copy of which was recorded March 18, 1910 in Book 177, page 337 of deeds in the office of the county recorder of said Los Angeles County, described as follows:

Commencing at the intersection of the east line of said Section 34 with the north line of the south 2595.02 feet of the east half of said section 34, said point being the intersection of the center line of Knott Street 100.00 feet wide and Lampson Avenue 80.00 feet wide as now established; thence north along the centerline of said Knott Street N 01° 14' 34" E 414.47 feet; thence leaving said centerline N 89° 45' 26" W 50.00 feet to the sideline of said Knott Street to the beginning of a curve concave southwesterly having a radius of 38.06 feet and the TRUE POINT OF BEGINNING; thence northerly and northwesterly along said curve through a central angle of 29° 38' 35" an arc distance of 19.69 feet to a point of reverse curvature, said point being the beginning of a curve concave northeasterly having a radius of 53.94 feet; thence northwesterly and northerly along said curve through a central angle of 29° 38' 35" an arc distance of 27.91 feet to a line tangent; thence northerly along said tangent line N 01° 14' 34" E 54.58 feet to a point, said point being the beginning of a curve concave southeasterly having a radius of 62.94 feet; thence northerly and northeasterly along said curve through a central angle of 27° 05' 40" an arc distance of 29.76 feet to a point of reverse curvature, said point being the beginning of a curve concave northwesterly having a radius of 47.06 feet; thence northeasterly and northerly along said curve through a central angle of 27° 03' 29" an arc distance of 22.22 feet to a line tangent; thence southerly along said line S 01° 14' 34" 150.16 feet to the TRUE POINT OF BEGINNING.

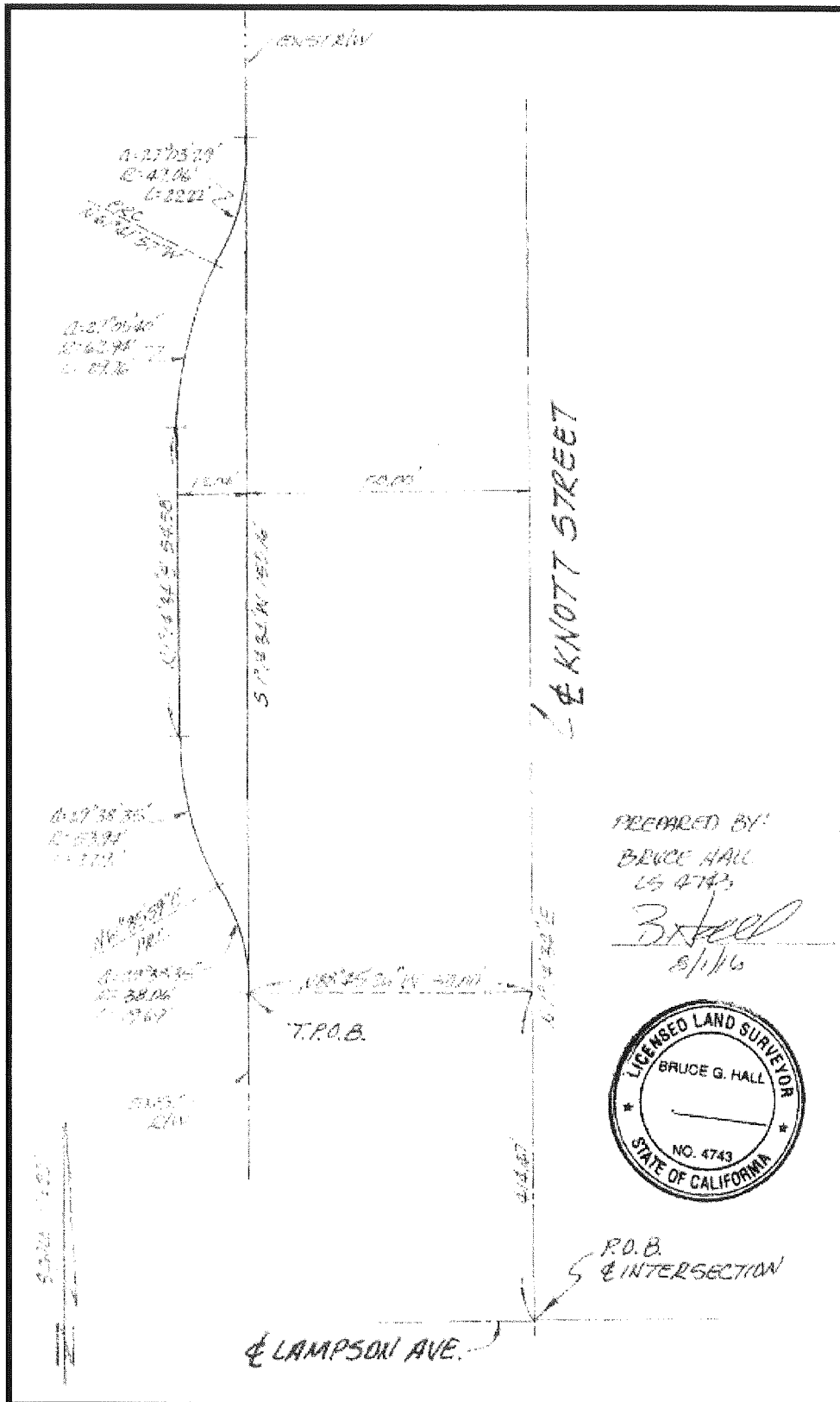
Containing 1265 square feet more or less.

See EXHIBIT "B" attached hereto and made a part hereof.

  
Prepared by: Bruce Hall Land Surveyor  
LS 4743



**EXHIBIT "B"**



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Teresa Pomeroy

Dept.: City Manager                      Dept.: City Clerk

Subject: Receive and file minutes                      Date: 2/14/2017  
from the meetings held on  
December 13, 2016, and  
January 10, 2017. (*Action  
Item*)

---

Attached are the minutes from the meetings held on December 13, 2016, and January 10, 2017, to be received and filed.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
December 13, 2016 Minutes	2/6/2017	Backup Material	cc-min_12_13_2016.pdf
January 10, 2017 Minutes	2/6/2017	Backup Material	cc-min_01_10_2017.pdf

MINUTES  
GARDEN GROVE CITY COUNCIL  
Regular Meeting

Tuesday, December 13, 2016

Community Meeting Center  
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:40 p.m., Mayor Nguyen convened the meeting in the A Room.

ROLL CALL      PRESENT:      (5)      Mayor Nguyen, Council Members Beard, Bui,  
Jones, Phan

ABSENT:      (0)      None

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

ORAL COMMUNICATIONS FROM THE PUBLIC REGARDING CERTIFICATION OF THE ELECTION

Speakers:      Phong Ly

PRESENTATION

Community Spotlight: Recognition of Karl Hill, Planning Manager, retiring after 31 years of service. (F: 52.3)

Community Spotlight: Recognition of Kathy Bailor, City Clerk, retiring after 41 years of service. (F: 52.3)

DECLARATION OF RESULTS OF THE GENERAL MUNICIPAL ELECTION AND SEATING OF ELECTED MAYOR AND CITY COUNCIL MEMBERS (F: 58.2.2016)

It was moved by Council Member Phan, seconded by Council Member Council Member Beard that:

Resolution No. 9398-16 – A Resolution reciting the fact of the General Municipal Election held on November 8, 2016, declaring the result and such other matters as provided by law, be adopted.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan  
Noes: (0) None  
Absent: (0) None

COURTESY OF THE FLOOR EXTENDED TO OUTGOING MAYOR NGUYEN AND  
OUTGOING COUNCIL MEMBER PHAN

#### RECESS

At 7:00 p.m., Mayor Nguyen declared a recess.

#### RECONVENE

At 7:02 p.m., the meeting was reconvened with all Council Members present.

OATH OF OFFICE ADMINISTERED TO ELECTED MAYOR JONES

OATH OF OFFICE ADMINISTERED TO ELECTED COUNCIL MEMBER O'NEILL –  
DISTRICT 2

OATH OF OFFICE ADMINISTERED TO ELECTED COUNCIL MEMBER T. NGUYEN –  
DISTRICT 3

OATH OF OFFICE ADMINISTERED TO ELECTED COUNCIL MEMBER KLOPFENSTEIN –  
DISTRICT 5

OATH OF OFFICE ADMINISTERED TO ELECTED COUNCIL MEMBER K. NGUYEN –  
DISTRICT 6

#### CONVENE NEW CITY COUNCIL

At 7:15 p.m., Mayor Jones convened the meeting with all Council Members present.

COURTESY OF THE FLOOR EXTENDED TO MAYOR JONES, COUNCIL MEMBER  
O'NEILL, COUNCIL MEMBER T. NGUYEN, COUNCIL MEMBER KLOPFENSTEIN,  
COUNCIL MEMBER K. NGUYEN

#### RECESS FOR RECEPTION

At 7:27 p.m., Mayor Jones declared a recess.

#### RECONVENE

At 8:22 p.m., Mayor Jones reconvened the meeting.

ROLL CALL      PRESENT:      (5)      Mayor Jones, Council Members Beard,  
O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen

ABSENT:      (0)      None

#### ORAL COMMUNICATIONS

Speakers:    Phong Ly, Charles Mitchell, Gloria Bram, John Rodriguez, Nicholas Dibs,  
Thomas Raber, Clay Bock, Robert Dalton, Jahn Nguyen, Dorothy Inman,  
Alice Vanhorn, Tanya Pham, James Davidson, Leland Sisk.

#### REORGANIZATION OF THE CITY COUNCIL (F: 46.1)(XR: 10.2)(VIP)

It was moved by Council Member Beard, seconded by Mayor Jones that:

Council Member Bui be selected as Mayor Pro Tempore.

The motion carried by a 7-0 vote as follows:

Ayes:      (7)      Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes:      (0)      None

#### RECESS

At 9:02 p.m., Mayor Jones recessed the meeting.

#### RECONVENE

At 9:11 p.m., Mayor Jones reconvened the meeting with all Council Members present.

#### ADOPTION OF A RESOLUTION COMMENDING KATHY BAILOR, CITY CLERK, FOR HER RETIREMENT AFTER 41 YEARS OF SERVICE (F: 52.2)

It was moved by Council Member Beard, seconded by Council Member Bui that:

A Resolution of Commendation for Garden Grove City Clerk Kathy Bailor, CMC, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION COMMENDING KARL HILL, PLANNING MANAGER,  
FOR HIS RETIREMENT AFTER 31 YEARS OF SERVICE (F: 52.3)

It was moved by Council Member Beard, seconded by Council Member Bui that:

A Resolution of Commendation for Garden Grove Planning Services Manager, Karl Hill, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

REVIEW OF THE WATER COMMODITY RATE ANALYSIS REPORT FOR THE PASS-  
THROUGH ADJUSTMENT FOR WHOLESALE WATER COST INCREASES (F: 112.1)

This item was considered later in the meeting.

ADOPTION OF A RESOLUTION APPROVING THE 2016 EDITION OF THE MANUAL OF  
PROCEDURE FOR CITY COUNCIL MEETINGS (F: 127.4)

This item was considered later in the meeting.

AWARD OF CONTRACT TO BRITHINEE ELECTRIC FOR THE REPLACEMENT OF THE  
VARIABLE FREQUENCY DRIVE AT WELL 27 (F: 112.11)

It was moved by Council Member Beard, seconded by Council Member Bui that:

A contract in the amount of \$57,819.60, be awarded to Brithinee Electric for the purchase, installation and commissioning of a new variable frequency drive and soft-starter bypass; and

The City Manager, or his designee, be authorized to sign the Agreement on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH CORNERSTONE COMMUNICATIONS & PUBLIC RELATIONS, INC. (F: 55-Cornerstone Communications & Public Relations, Inc.)

It was moved by Council Member Beard, seconded by Council Member Bui that:

Amendment No. 1 to the Professional Services Agreement with Cornerstone Communications & Public Relations, Inc., in the amount of \$4,000 per month through November 30, 2017, and an additional amount of \$12,000 for the months of July through September 2015, be approved; and

The City Manager be authorized to sign the Amendment on behalf of the City.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

AWARD OF ISP CONTRACT TO TIME WARNER CABLE FOR INTERNET CONNECTION AND RELATED SERVICES (F: 55-Time Warner Cable)

It was moved by Council Member Beard, seconded by Council Member Bui that:

A 36-month agreement in the amount of \$98,460, for 1 Gigabit/sec internet connection data circuit be awarded to Time Warner Cable; and

The City Manager or his designee be authorized to execute the contract and, as needed, approve two additional option years for internet connection and related services.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None



APPROVAL OF AN AGREEMENT WITH CONTINENTAL CONCRETE CUTTING, INC. FOR SAW CUTTING SERVICES (F: 55-Continental Concrete Cutting, Inc.)

It was moved by Council Member Beard, seconded by Council Member Bui that:

The agreement with Continental Concrete for asphalt and concrete saw cutting services in the amount not to exceed \$200,000 be approved; and

The City Manager be authorized to execute the agreement on behalf of the City, and make minor modifications as appropriate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

APPROVAL OF CIVIL NUISANCE ABATEMENT ACTION (F: 80.2)

It was moved by Council Member Beard, seconded by Council Member Bui that:

The City Attorney be authorized to commence civil abatement proceedings to abate the public nuisances at 5542 Santa Barbara Avenue.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION ADOPTING AN ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR DESIGN-BUILD PROJECTS (F: 127.1)

It was moved by Council Member Beard, seconded by Council Member Bui that:

Resolution No. 9400-16, entitled a Resolution of the City Council of the City of Garden Grove adopting an organizational conflict of interest policy for design-build projects, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

#### APPROVAL OF WARRANTS (F: 60.5)

It was moved by Council Member Beard, seconded by Council Member Bui that:

Regular Warrants 614528 through 615031, 615032 through 615639, 615640 through 616148; Wires W1710 through W1715, W615031 through W615638, and W1720 through W1728; be approved as presented in the warrant register submitted, and have audited for accuracy and funds are available for payment thereof by the Finance Director.

Payroll Warrants 180507 through 180551, and 180552 through 180597; Direct Deposits D303175 through D303877 and D303579 through DD304566; and Wires W2290 through W2293, and W2294 through W2297; be approved as presented in the payroll register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

#### APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

It was moved by Council Member Beard, seconded by Council Member Bui that:

Full reading of ordinances listed be waived.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

#### REVIEW OF THE WATER COMMODITY RATE ANALYSIS REPORT FOR THE PASS-THROUGH ADJUSTMENT FOR WHOLESALE WATER COST INCREASES (F: 112.1)

Council Member Bui questioned how residents would be impacted by an increased water rate. Staff responded that residents would receive a 30 day notice prior to a rate increase; that the increase would be approximately \$2.00 per month for residential properties; and noted that the Orange County Water District charges have increased due to the drought. Council Member Bui asked whether a fee reduction would also be passed through to water customers. Staff stated yes.

It was moved by Council Member Bui, seconded by Mayor Jones that:

The Water Commodity Rate and Analysis Report regarding the automatic pass-through adjustment to the Water Commodity Adjustment Charges to be effective February 1, 2017, be reviewed and received and filed.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
                    Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION APPROVING THE 2016 EDITION OF THE MANUAL OF PROCEDURE FOR CITY COUNCIL MEETINGS (F: 127.4)

It was moved by Council Member O'Neill to amend the Manual of Procedure for City Council Meetings as presented for oral communications to be a maximum of three minutes, seconded by Mayor Jones for discussion.

Council Member Bui commented that the presiding officer of the meetings could make the decision at the time of the meeting.

Council Member Beard stated that he would like public input before amending the procedures.

Council Member O'Neill withdrew his motion.

It was moved by Council Member Bui, seconded by Council Member O'Neill that:

Resolution No. 9399-16 entitled, a Resolution of the City Council of the City of Garden Grove adopting Manual of Procedure (2016 Edition), be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
                    Nguyen, Jones  
Noes: (0) None

PUBLIC HEARING – AMENDMENT TO TITLE 18 OF THE MUNICIPAL CODE ADOPTING THE 2016 CALIFORNIA BUILDING CODES AND RELATED UNIFORM CODES WITH MODIFICATIONS (F: 35.2)(XR: 50.2)

*(As approved earlier in the meeting: It was moved by Council Member Beard, seconded by Council Member Bui, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)*

Following staff's presentation and the second reading of the Ordinance Title, Mayor Jones declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Jahn Nguyen

There being no further response from the audience, the Public Hearing was declared closed.

It was moved by Council Member O'Neill, seconded by Mayor Jones that:

Ordinance No. 2876 entitled: An Ordinance of the City Council of the City of Garden Grove amending Title 18 of the Garden Grove Municipal Code and adopting by reference the following primary codes with certain amendments, deletions, and additions thereto: California Building Code, 2016 Edition; California Residential Code, 2016 Edition; California Electrical Code, 2016 Edition; California Mechanical Code, 2016 Edition; California Plumbing Code, 2016 Edition; California Energy Code, 2016 Edition; California Historical Building Code, 2016 Edition; California Fire Code, 2016 Edition; California Existing Building Code, 2016 Edition; California Green Building Standards Code, 2016 Edition; and certain secondary codes including the International Property Maintenance Code, 2015 Edition, as published by the International Code Council; and the Uniform Swimming Pool, Spa, and Hot Tub Code, 2015 Edition, as published by the International Association of Plumbing and Mechanical Officials, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

PUBLIC HEARING – INTRODUCTION OF AN ORDINANCE AND ADOPTION OF A RESOLUTION ESTABLISHING CITYWIDE PARK FEES AND REVISING THE IN-LIEU OF PARK DEDICATED FEES, TRANSPORTATION FACILITIES FEES AND DRAINAGE FACILITIES FEES (Continued from November 22, 2016.) (F: 60.2)(XR: 50.2) (XR: 50.3)

*(As approved earlier in the meeting: It was moved by Council Member Beard, seconded by Council Member Bui, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)*

Following staff's presentation, it was noted that the Building Industry Association Orange County (BIA/OC) Chapter sent an email stating that the BIA/OC has no issues with the Development Impact report as presented to the City Council.

After City Council discussion, Mayor Jones declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

There being no response from the audience, the Public Hearing was declared closed.

It was moved by Council Member Beard, seconded by Council Member Bui that:

Ordinance No. 2877 entitled: An Ordinance of the City Council of the City of Garden Grove enacting regulations for the payment of Drainage Facilities Fees and Citywide Park Fees, including revisions to Titles 9 and 10 of the Garden Grove Municipal Code amending Chapter 9.44 to codify the requirements for parkland dedication and fees for new subdivisions and amending Chapter 10.110 to provide for updates to Traffic Mitigation Fees pursuant to Development Impact Fee studies; be passed to second reading;

Resolution No. 9401-16 entitled: A Resolution of the City Council of the City of Garden Grove establishing a Citywide Park Fee and revising Development Impact Fees for In Lieu Park Dedication for new subdivisions (Quimby), for Transportation Facilities, and for Drainage Facilities, be adopted; and

The Finance Director be authorized to set-up a new fund for the Citywide Park Fee to track expenditures and revenues, as mandated by the Mitigation Fee Act.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None

ADOPTION OF A RESOLUTION AUTHORIZING THE CLOSURE OF LARSON AVENUE  
AT MAGNOLIA STREET AS RECOMMENDED BY THE TRAFFIC COMMISSION  
(F: 100.1)

Following staff's presentation and City Council discussion, it was moved by Council Member Bui, seconded by Council Member K. Nguyen that:

Resolution No. 9402-16 entitled: A Resolution of the City Council of the City of Garden Grove authorizing the permanent street closure of the Larson Avenue access to Magnolia Street, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

CONSIDERATION TO ADOPT A RESOLUTION APPROVING A STREET NAME CHANGE FROM 9762 TO 9972 CATHERINE AVENUE TO WILLIAM DALTON WAY (F: 98.1)

Following staff's presentation and City Council discussion, it was moved by Mayor Jones, seconded by Council Member O'Neill that:

Resolution No. 9403-16 entitled: A Resolution of the City Council of the City of Garden Grove approving a Street Name Change No. SNC-001-2016, a petition to change the name of Catherine Avenue to William Dalton Way from 9762-9972 Catherine Avenue, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO WAIVE THE FORMAL BIDDING PROCESS TO PROCEED WITH EMERGENCY REPAIRS TO WELL NO. 20 (F: 112.11)

Following staff's presentation and City Council discussion, it was moved by Council Member Beard, seconded by Mayor Jones that:

Resolution No. 9404-16 entitled: A Resolution of the City Council of the City of Garden Grove authorizing the City Manager or his designee to waive the formal bidding process as an emergency condition, declaring the necessity thereof, and authorizing staff to proceed with emergency repairs to Well No. 20, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

PRESENTATION FROM COMMUNITY SERVICES OFFICE OF COMMUNITY RELATIONS REGARDING THE CITY'S NEW IMAGE CAMPAIGN, AS REQUESTED BY CITY MANAGER STILES (F: 52.3)(XR: 45.1)

PRESENTATION FROM POLICE CHIEF ELGIN REGARDING THE POLICE  
DEPARTMENT'S ACCIDENT REDUCTION CAMPAIGN, AS REQUESTED BY CITY  
MANAGER STILES (F: 52.3)(XR: 82.1)

Council Member Beard congratulated the newly elected Mayor and Council Members, wishing all a Happy Holiday. He asked that staff follow up with Josh McIntosh's ideas on pedestrian safety.

Council Member O'Neill expressed that he is honored to be serving as a Council Member and wished everyone Happy Holidays and a prosperous and safe new year.

Council Member T. Nguyen stated it is an honor to serve and wished everyone a Happy Holiday.

Council Member K. Nguyen expressed her gratitude for all of the support she received and wished everyone a Happy Holiday.

Council Member Klopfenstein congratulated the newly elected Mayor and Council Members, thanked staff for their support, and wished everyone a Merry Christmas.

Council Member Bui congratulated the newly elected Mayor and Council Members. He thanked Council Member Beard for nominating him for Mayor Pro Tempore, and thanked the Council Members for their support. He expressed his appreciation for the diversity of the new City Council and expressed his hope of working well together.

Mayor Jones expressed his appreciation for the talent and shared passion for the City with his fellow Council Members and encouraged them to strive for what is best for Garden Grove.

City Manager Stiles offered his congratulations on behalf of himself and all of the Department Directors, and stated that he is looking forward to working with the Council Members to implement their policy and vision for the city. He congratulated the Community Services staff for a successful and well attended Tree Lighting event and wished everyone a Happy Holiday.

ADJOURNMENT

At 10:35 p.m., Mayor Jones adjourned the meeting in memory of Connie Margolin. The next Regular City Council Meeting will be held on Tuesday, January 10, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
Deputy City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, January 10, 2017

Community Meeting Center  
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:30 p.m., Mayor Jones convened the meeting in the A Room.

ROLL CALL      PRESENT:          (7)    Mayor Jones, Council Members Beard,  
O'Neill, Bui, T. Nguyen, Klopfenstein, K.  
Nguyen

ABSENT:            (0)    None

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES

NATIONAL ANTHEM PERFORMED BY GARDEN GROVE STUDENT SAMANTHA HESTON  
(F: 52.4)

PRESENTATION

Community Spotlight: Recognition of Alyssa Castille for promoting equality through her "I AM" campaign. (F: 52.3)

Community Spotlight: Recognition of High School Students representing Anyang, Republic of Korea, participating in the 28th annual Sister City Exchange Program. (F: 52.3)

Caltrans presentation on the State Route 22 (SR 22) Safety Improvement Project at Interstate 5 (I-5) and State Route 57 (SR 57) Interchange. (F: 52.3)(XR: 36.6)

ORAL COMMUNICATIONS

Speakers: Josh McIntosh, Nicolas Dibs, Tony Flores, Gerald Dankner, Charles Mitchell, Laura Hearn, Robert White.



RECESS

At 7:31 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:34 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION RECOGNIZING JANUARY 13, 2017, AS KOREAN AMERICAN DAY (F: 83.1)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

The City of Garden Grove hereby adopts a proclamation recognizing January 13, 2017, as Korean American Day.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones  
Noes: (0) None

APPROVAL TO ALLOCATE FISCAL YEAR 2016-17 SUPPLEMENTAL LAW  
ENFORCEMENT SERVICES ACCOUNT (SLESA) FUNDS (F: 34.1)(XR: 82.1)

It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Fiscal Year 2016-2017 Supplemental Law Enforcement Service Account (SLESA) funds, in the amount of \$273,056, be accepted; and

That allocation of these funds be authorized for the Police Department for front-line law enforcement services.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones  
Noes: (0) None



The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones  
Noes: (0) None

PUBLIC HEARING - ADOPTION OF A RESOLUTION AMENDING USER FEES FOR  
ADVANCED LIFE SUPPORT AND NON-RESIDENT FIRST RESPONDER SERVICES  
(F: 60.2A)

After staff presentation, Mayor Jones declared the Public Hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Charles Mitchell

With no further response from the audience, Mayor Jones closed the Public Hearing.

Council Member Beard noted that this user fee is a cost recovery measure for emergency response to non-residents.

It was moved by Council Member Beard, seconded by Council Member O'Neill that:

Resolution No. 9406-17 entitled A Resolution of the City Council of the City of Garden Grove establishing and amending advanced life support and non-resident first responder fees, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones  
Noes: (0) None

CONSIDERATION OF APPOINTMENTS TO THE AUDIT COMMITTEE AND OUTSIDE COMMITTEES (F: 122.1)

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Mayor Jones and Council Member Bui be appointed as Representatives to the Audit Committee.

City Attorney Sandoval noted that the Audit Committee can have up to three Council Members as representatives.

Council Member O'Neill expressed his interest in serving as the third and Council consensus was to include Council Member O'Neill as a Representative to the Audit Committee.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Beard that:

Council Member Bui be appointed as Representative to the Association of California Cities Orange County (ACCOC) and Council Member K. Nguyen be appointed as alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Beard that:

Council Member Beard be appointed as Representative to the North Net Fire Training Joint Powers Authority and Council Member O'Neill be appointed as the alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member O'Neill that:

Council Member K. Nguyen be appointed as Representative to the League of California Cities – OC Division and Council Member T. Nguyen be appointed as the alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member K. Nguyen that:

Council Member Klopfenstein be appointed as Representative to the Orange County Public Library Advisory Board and Council Member O'Neill be appointed as the alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Beard that:

Mayor Jones be appointed as Representative to the Orange County Sanitation District and Council Member Beard be appointed as the alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Bui that:

Council Member Klopfenstein be appointed as Representative to serve a four-year term on the Orange County Vector Control District.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Beard that:

Council Member Beard and Council Member Bui be appointed as Representatives on the Sanitary District Liaison Committee.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Beard that:

Council Member Beard be appointed to serve as Representative on the Santa Ana River Flood Protection Agency.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

Council Member K. Nguyen be appointed as Representative on the Southern California Association of Governments (SCAG) Regional General Assembly.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

It was moved by Mayor Jones, seconded by Council Member Bui that:

Council Member Beard be appointed as Representative on the West Orange County Water Board (WOCWB) and Council Member T. Nguyen be appointed as Alternate.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2877 REGARDING ESTABLISHING CITYWIDE PARK FEES AND REVISING THE IN-LIEU OF PARK DEDICATED FEES, TRANSPORTATION FACILITIES FEES AND DRAINAGE FACILITIES FEES (F: 60.2)(XR: 50.2)(XR: 50.3)

*(As approved earlier in the meeting: It was moved by Council Member O'Neill, seconded by Council Member Klopfenstein, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)*

Following the reading of the title of Ordinance No. 2877 into the record, it was moved by Council Member Bui, seconded by Council Member O'Neill that:

Ordinance No. 2877 entitled an Ordinance of the City Council of the City of Garden Grove enacting regulations for the payment of drainage facilities fees and citywide park fees including revisions to Titles 9 and 10 of the Garden Grove Municipal Code amending Chapter 9.44 to codify the requirements for parkland dedication and fees

for new subdivisions and amending Chapter 10.110 to provide for updates to traffic mitigation fees pursuant to development impact fee studies, be adopted.

The motion carried by a 7-0 vote as follows:

Ayes: (7) Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K.  
Nguyen, Jones  
Noes: (0) None

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER

PRESENTATION FROM THE COMMUNITY SERVICES DEPARTMENT REGARDING THE PROPOSED FACILITY USAGE AGREEMENT FOR THE FESTIVAL AMPHITHEATRE WITH THE LFA GROUP, LLC, AS REQUESTED BY CITY MANAGER STILES (F: 87.5)

Staff provided a report for information on the proposed facility usage agreement for the Festival Amphitheatre.

Council Member Bui asked about the amount of rent that is collected and what would be collected under an agreement with the LFA Group (LFA).

Staff responded that currently the facility is getting \$500 per month on average. LFA would be providing their lighting and sound equipment valued at \$165,000; and they would pay a monthly rental of \$2,000 per month that would be forgiven in lieu of \$125,000 of capital improvements within the first three years of the agreement.

Council Member Bui inquired as to what the capital improvements would be.

Staff stated that LFA would reduce the size of the stage, expand and improve the kitchen, and remove the stadium seating and replace with bench seating.

Council Member O'Neill commented that he liked the proposal but that he would like to make sure that the negotiations, whether that would include a subcommittee of Council Members or the City Manager, are done with the best possible outcome for the City.

City Manager Stiles noted that he has been involved with some of the conversations with staff and LFA, and that the improvements suggested by LFA are some ideas to improve the Amphitheatre. He asked that City Council Members feel free to contact him or staff with their thoughts in order to ensure that their concerns are addressed.

Council Member Bui noted that there has been positive response from the residents regarding the current programs and that he would like to see continuity.

Staff responded that the agreement includes subleases with M&D Silva and Shakespeare Orange County to continue with the current programs through December 2018.

Council Member Bui expressed that he would like to continue with the same type of musical performances and to be mindful of the residents.

Staff noted that there would be incentives and option agreements with Shakespeare Orange County and M&D Silva beyond December 2018.

Mayor Jones noted that he has been keeping up with staff on the proposal from LFA, as well as meeting with M&D Silva and Shakespeare Orange County. He encouraged the Council Members to meet with LFA, and noted that with the current leases in place, both M&D Silva and Shakespeare Orange County struggle to fill in time slots. He expressed confidence with LFA's extensive background in expanding creative uses of existing venues needing improvement, as well as working with other agencies and booking events; and is excited about moving forward quickly.

PRESENTATION FROM THE COMMUNITY SERVICES DEPARTMENT REGARDING THE 2017 OPEN STREETS EVENT, AS REQUESTED BY CITY MANAGER STILES (F: 87.1)

Staff provided a PowerPoint presentation noting the next Open Streets Event is scheduled for April 1, 2017.

It was moved by Council Member Beard, seconded by Mayor Jones that:

The next agenda include an action item for discussion and directed staff to research recreational vehicles parking on public streets.

Council Member O'Neill asked that large big rig trucks also be included as there is a problem with big rig trucks parking all over the city and doing damage to streets, noting that the trucks are ticketed, but the City needs to provide more signage, paint curbs, and pass an ordinance.

Council Member Beard noted that trailers could also be included.

The motion carried by a 7-0 vote as follows:

Ayes:	(7)	Beard, O'Neill, T. Nguyen, Bui, Klopfenstein, K. Nguyen, Jones
Noes:	(0)	None

Council Member O'Neill wished everyone a Happy and safe New Year and encouraged residents to upload the Garden Grove app to their smart phones.

Council Member T. Nguyen wished everyone a Happy New Year.



## ADJOURNMENT

At 8:15 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, January 24, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
City Clerk

## City of Garden Grove

# INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of Warrants. (Action Item)	Date:	2/14/2017

Attached are the warrants recommended for approval.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Warrants	2/9/2017	Cover Memo	CC_Warrants_2-14-17.pdf

180612	AMANDA POLLOCK	(VOID)	-0.25	180776	PATRICK S COLLINS	3757.59
180777	ERIC P STOKER		681.45	180778	CAROL E BECKLES	50.00
180779	STEPHANIE L KLOPFENSTEIN		279.18	180780	MICHAEL J MC CLELLAN	2396.22
180781	JUDITH A MOORE		1846.55	180782	DIANE BELAIR	1528.42
180783	AMANDA M POLLOCK		1180.89	180784	JO ANNE M CHUNG	2160.94
180785	TIMOTHY E THRONE		437.79	180786	THOMAS E BUTTERS	1952.21
180787	CHRIS M VERES		2231.25	180788	GABRIELA R CONTRERAS	962.03
180789	ERIC M ESPINOZA		637.77	180790	ROBERT R MOUNGEY	290.87
180791	MICHAEL F ROCHA		1835.83	180792	JAVIER RODRIGUEZ	983.03
180793	DANIEL C MOSS		959.45	180794	YUKIYOSHI NAKAGAWA	1398.11
180795	SOUHELIA K GOUNTOUMA		1752.62	180796	ANA E PULIDO	3202.76
180797	STEPHANIE AMBRIZ		247.33	180798	VALERIA J BARON	209.34
180799	DEANNA M CHUMACERO		915.61	180800	GISELL L CRUZ	440.49
180801	STEVEN E GOMEZ		402.29	180802	KELLY L HOWENSTEIN	461.07
180803	NICHOLAS S SEELEY		281.56	180804	ADAM C NIKOLIC	3437.01
180805	ISAAC DAVILA		402.75	180806	MICHELLE N ESTRADA-MONSA	407.20
180807	JULIAN TAPIA		335.88	180808	RANDY L TUCKER	901.73
180809	JOAN M CEPLIUS		814.96	180810	BRIAN M CLASBY JR	2765.54
180811	O.C.E.A. GENERAL		2010.92	180812	O.C.E.A.	989.95
180813	COMMUNITY HEALTH CHARITI		50.00	180814	GARDEN GROVE POLICE ASSO	1480.00
D306648	KRIS C BEARD		355.42	D306649	PHAT T BUI	1.57
D306650	STEVEN R JONES		256.18	D306651	DIEDRE THU HA NGUYEN	326.88
D306652	KIM B NGUYEN		323.86	D306653	JOHN R O'NEILL	354.17
D306654	PAMELA M HADDAD		1433.84	D306655	SHAWN S PARK	1959.14
D306656	SCOTT C STILES		5652.67	D306657	MARIA A STIPE	4848.98
D306658	MEENA YOO		1860.68	D306659	DENISE KEHN	1957.56
D306660	MARITZA PIZARRO		1898.71	D306661	TERESA L POMEROY	2681.65
D306662	SHAUNA J CARRENO		1885.50	D306663	TERESA G CASEY	1260.71
D306664	VIRGINIA DELGADO		1583.66	D306665	DANNY HUYNH	3185.02
D306666	VILMA C KLOESS		1737.49	D306667	IVY LE	1750.04
D306668	TAMMY LE		1608.60	D306669	LINDA MIDDENDORF	3012.68
D306670	ROSALINDA MOORE		1233.42	D306671	MARIA A NAVARRO	2103.47
D306672	PHUONG VIEN T NGUYEN		2362.64	D306673	QUANG NGUYEN	2231.91
D306674	TINA T NGUYEN		1958.45	D306675	THYANA T PHI	2107.58
D306676	MARIA RAMOS		1988.18	D306677	TANYA L TO	1573.30
D306678	CUONG K TRAN		1943.38	D306679	ELAINE TRUONG	1273.28
D306680	THANH-NGUYEN VO		1621.73	D306681	SYLVIA GARCIA	1931.35
D306682	KINGSLEY C OKEREKE		4959.19	D306683	ANN CAO EIFERT	2336.12
D306684	HEIDI M JANZ		2073.00	D306685	CHRISTI C MENDOZA	517.71
D306686	DEBORAH A POWELL		1511.26	D306687	MARGARITA A ABOLA	1694.00
D306688	ELLIS EUN ROK CHANG		2605.64	D306689	JANET J CHUNG	1853.05
D306690	CLAUDIA FLORES		3019.31	D306691	RHONDA C KAWELL	2154.88
D306692	ROBERT W MAY		1278.24	D306693	SHAWNA A McDONOUGH	1842.00
D306694	ALEXANDER TRINIDAD		2184.64	D306695	LIGIA ANDREI	1302.02
D306696	ARIANA B BAUTISTA		1427.79	D306697	KAREN J BROWN	671.45
D306698	CHERYLE LYNN EICHEL		160.69	D306699	JEFF N KURAMOTO	3141.43
D306700	CHELSEA E LUKAS		1448.24	D306701	EDWARD E MARVIN JR	1613.37
D306702	ANGELA M MENDEZ		1613.52	D306703	MONICA A NEELY	2728.22

\*\*\*\* PAGE TOTAL = 151477.81

D306704	JENNIFER L PETERSON	1691.04	D306705	ANH PHAM	1418.32
D306706	EVA RAMIREZ	1623.05	D306707	JAIME F CHAVEZ	1370.61
D306708	GARY F HERNANDEZ	1534.53	D306709	SANDRA E SEGAWA	3038.58
D306710	ALANA R CHENG	2099.22	D306711	LISA L KIM	3710.08
D306712	JAYME K AHLO	2207.00	D306713	SAEED R AMIRAZIZI	3317.97
D306714	MICHAEL G AUSTIN	2343.76	D306715	TODD C HARTWIG	2169.04
D306716	AARON J HODSON	1881.34	D306717	JERROLD R HOLSTEIN	901.31
D306718	DONALD E LUCAS	2515.70	D306719	LIZABETH C VASQUEZ	1580.26
D306720	DANIEL A WINDHAM	2326.98	D306721	ISABELLA C ZANDVLIET	1860.82
D306722	CHRISTOPHER CHUNG	2294.15	D306723	PAUL GUERRERO	2741.44
D306724	HUONG Q LY	453.01	D306725	LEE W MARINO	3346.40
D306726	MARIA L MEDRANO	1862.17	D306727	MARIA C PARRA	2262.09
D306728	ERIN WEBB	2716.58	D306729	GREG BLODGETT	2513.73
D306730	MONICA COVARRUBIAS	2391.87	D306731	GRACE E LEE	2188.27
D306732	AMEENAH ABU-HAMDIYYAH	1679.82	D306733	JULIE A ASHLEIGH	1733.83
D306734	RITA M CRAMER	1891.99	D306735	RALPH V HERNANDEZ	2014.45
D306736	JIMMY NGUYEN	1712.39	D306737	ROY N ROBBINS	2597.10
D306738	NIDA R WATKINS	2389.27	D306739	ALLISON D WILSON	1768.01
D306740	MICHAEL C BOS	2135.50	D306741	DANIEL J CANDELARIA	4000.23
D306742	KAMYAR DIBAJ	289.10	D306743	NICOLAS C HSIEH	2780.77
D306744	ROSEMARIE JACOT	1897.23	D306745	NAVIN B MARU	5509.30
D306746	MICHAEL F SANTOS	2514.70	D306747	MARK P UPHUS	3082.03
D306748	JOSE A VASQUEZ	2135.83	D306749	ANA G VERGARA NEAL	1986.86
D306750	DAI C VU	3353.88	D306751	KHANG L VU	2285.56
D306752	JOSHUA J ARIONUS	1482.67	D306753	JAN BERGER	1789.53
D306754	ROBERT P BERMUDEZ	2649.57	D306755	TIM P CANNON	2475.76
D306756	MYUNG J CHUN	3388.31	D306757	CARINA M DAN	484.39
D306758	RYAN H DAVIS	416.04	D306759	RONALD W DIEMERT	1790.53
D306760	CHRIS N ESCOBAR	2166.06	D306761	JASON A FERTAL	3149.34
D306762	ALEJANDRO GONZALEZ	2271.57	D306763	MICHAEL J GRAY	1007.69
D306764	LARRY GRIFFIN	1488.38	D306765	ROBERT ALAN HAENDIGES	1833.65
D306766	RYAN S HART	1475.55	D306767	ROBERT M HIGGINBOTHAM	1168.42
D306768	EDWARD A HUY	1931.58	D306769	VIDAL JIMENEZ	2291.63
D306770	SAMUEL K KIM	3595.69	D306771	SHAN L LEWIS	1660.20
D306772	REBECCA PIK KWAN LI	2956.59	D306773	SCOTT T LOWE	2554.51
D306774	DAVID MA'AE	2081.89	D306775	TYLER MEISLAHN	1632.54
D306776	JESSE K MONTGOMERY	3398.12	D306777	STEVEN J MOYA JR	1765.95
D306778	BASIL G MURAD	3150.00	D306779	KIRK L NATLAND	593.76
D306780	CORNELIU NICOLAE	2867.47	D306781	ANDREW I ORNELAS	4781.61
D306782	DAVID A ORTEGA	1816.81	D306783	CELESTINO J PASILLAS	2346.55
D306784	WILLIAM F PEARSON	2072.60	D306785	LES A RUITENSCHILD	2810.81
D306786	JONATHAN RUIZ	1967.06	D306787	MODESTO R SALDANA	1760.57
D306788	ALEXIS SANTOS	1350.31	D306789	ADRIAN M SARMIENTO	2494.47
D306790	ALBERT TALAMANTES JR	661.06	D306791	MINH K TRAN	2104.66
D306792	ALEJANDRO VALENZUELA JR	1037.05	D306793	ALEJANDRO N VALENZUELA	1300.82
D306794	KATHLEEN N VICTORIA	754.39	D306795	RONALD J WOLLAND	1444.26
D306796	VICTOR K YERGENSEN	3841.24	D306797	ALICE K FREGOSO	1653.89
D306798	RAQUEL K MANSON	2331.29	D306799	CAROLYN E MELANSON	1613.73

\*\*\* PAGE TOTAL = 205777.74

D306800	WILLIAM E MURRAY JR	6989.45	D306801	EMILY H TRIMBLE	1413.42
D306802	ALFRED J AGUIRRE	2919.60	D306803	ANTHONY U AGUIRRE	475.53
D306804	RODOLPHO M BECERRA	1753.50	D306805	HELEN L CAMDEN	526.29
D306806	EDGAR A CANO	631.14	D306807	ALBERT J CARRISOZA	1769.57
D306808	MARRAY R CHAPMAN	536.71	D306809	JULIE T COTTON	726.96
D306810	VINCENT L DE LA ROSA	1686.69	D306811	HECTOR M ESPINOZA	1948.87
D306812	ROBERT J FRANCO	645.21	D306813	MAURICIO S GARCIA	2140.38
D306814	GLORIA GAW	1878.32	D306815	RICHARD R GOSSELIN	2991.87
D306816	HERMILO HERNANDEZ	1357.05	D306817	DARNELL D JERRY	446.66
D306818	KEANU M KALOLO	1330.02	D306819	BRENT KAYLOR	2332.44
D306820	BEN A KOSKY	2247.20	D306821	MARK W LADNEY	2072.33
D306822	RAUL LEYVA	2063.49	D306823	ANTONIO R MARTIN	2369.09
D306824	ROBERT P MCLOGAN	459.13	D306825	RIGOBERTO MENDEZ	1897.94
D306826	JON A MIHAILA	334.41	D306827	STEVEN T ORTIZ	1789.41
D306828	RICHARD L PINKSTON	1613.90	D306829	BRADLEY J POINDEXTER	630.33
D306830	STEVE J TAUANU'U	1751.52	D306831	SUSAN VITALI	894.15
D306832	STEPHANIE A WASINGER	591.27	D306833	JEFFREY G CANTRELL	1800.67
D306834	THOMAS C COUNTS	70.82	D306835	JAMES CUNNINGHAM	2078.47
D306836	EARNEST L DOMINGUEZ	759.62	D306837	JULIA ESPINOZA	1101.99
D306838	ALBERT R EURS II	1957.68	D306839	CECELIA A FERNANDEZ	1068.13
D306840	CONRAD A FERNANDEZ	890.14	D306841	JORGE GONZALEZ	1017.79
D306842	MICHAEL R GREENE	1732.23	D306843	RONALD D GUSMAN	799.79
D306844	GLORIA A HARO	1174.54	D306845	ERIC W JOHNSON	900.78
D306846	URIEL MACIAS	790.01	D306847	KHUONG NGUYEN	1083.03
D306848	VIRGINIA NICHOLS	810.90	D306849	ALEJANDRO ORNELAS	895.24
D306850	WILLIAM R PICKRELL	2286.23	D306851	CHRISTOPHER L RELEFORD	1234.06
D306852	DELFRAO C REYES	1083.03	D306853	RAFAEL ROBLES	1067.79
D306854	RODERICK THURMAN	1657.37	D306855	EVARISTO VERA	1503.71
D306856	RICHARD L WILLIAMS	1548.44	D306857	ANSELMO AGUIRRE	1720.95
D306858	CHRISTOPHER L ALLEN	1660.98	D306859	JOHN M BRUNING	589.32
D306860	PHILLIP J CARTER	2180.46	D306861	RICK L DUVAL	1907.19
D306862	AARON R HANSEN	1410.41	D306863	PATRICIA CLAIR HAYES	2118.70
D306864	HUY HOA HUYNH	894.80	D306865	BRYAN D KWIATKOWSKI	1254.19
D306866	BRANDON S NUNES	505.46	D306867	CHRISTOPHER B PRUDHOMME	381.17
D306868	ROLANDO QUIROZ	1469.22	D306869	TODD R REED	1567.33
D306870	ESTEBAN H RODRIGUEZ	559.67	D306871	RONALD E SANDIFORTH	1907.59
D306872	LUIS A TAPIA	2181.25	D306873	MICHAEL W THOMPSON	2064.80
D306874	WILLIAM J WHITE	1867.70	D306875	JEREMY J GLENN	444.12
D306876	JESSE GUZMAN	2568.54	D306877	BRETT A MEISLAHN	1653.32
D306878	MARK E MONSON	2109.26	D306879	STEPHEN D SUDDUTH	1383.88
D306880	TIMOTHY WALLINGFORD	3315.66	D306881	HILLARD J WILLIAMS	648.14
D306882	ALBERT J HOLMON III	3148.20	D306883	ALLEN L SERNA	2172.17
D306884	VICTOR T BLAS	1878.44	D306885	FRANK X DE LA ROSA	1671.76
D306886	ERVIN DUBRUL	1737.16	D306887	JOSE GOMEZ	1731.74
D306888	BRENT W HAYES	2495.05	D306889	FRANK D HOWENSTEIN	2068.59
D306890	ALLEN G KIRZHNER	2314.32	D306891	KEON DONTRAY NELSON	1709.39
D306892	STEPHEN PORRAS	2275.36	D306893	JESSE VIRAMONTES	2670.26
D306894	JOHN ZAVALA	1993.61	D306895	VERONICA AVILA	923.23

\*\*\*\* PAGE TOTAL = 149679.70

D306896	JEFFREY P DAVIS	2012.42	D306897	NOELLE N KIM	1549.13
D306898	MISSY M MENDOZA	406.61	D306899	MARIE L MORAN	2242.51
D306900	KRISTY H THAI	2001.97	D306901	EDWARD D AMBRIZ GARCIA	161.70
D306902	GABRIELLA E BALANDRAN	78.67	D306903	JOSUE BARREIRO MENDOZA	446.50
D306904	NICHOLAS J BARRETT	80.85	D306905	ALEXIS R BAUTISTA-MOYANO	119.22
D306906	ALEJANDRA CAMARENA	203.15	D306907	RACHEL M CAMARENA	1777.19
D306908	RENE CAMARENA	4283.83	D306909	MARTI CARROLL	998.97
D306910	VICTORIA M CASILLAS	1637.65	D306911	CYNTHIA A CHEW	1700.85
D306912	KENNETH E CUMMINGS	603.05	D306913	KEVIN J CUMMINGS	295.00
D306914	JEANETTE A DEMENECES	569.12	D306915	GRISELL V EVERASTICO	319.58
D306916	JARED D GARCIA	19.67	D306917	VANESSA L GARCIA	59.00
D306918	JACOB R GRANT	2642.43	D306919	KIMBERLY K HOLER	329.15
D306920	CAROLINA HONSTAIN	336.65	D306921	KIMBERLY HUY	4206.47
D306922	ANA C IZQUIERDO	556.65	D306923	MARITZA JIMENEZ	147.50
D306924	MARK ANTHONY LOPEZ	216.40	D306925	JOHNNY LUNA	267.95
D306926	ELAINE M MA'AE	2388.63	D306927	DEVANNA S MAAE	97.14
D306928	JESUS MEDINA	1608.43	D306929	JUAN MEDINA	1828.21
D306930	NICHOLAS M MEDINA	344.75	D306931	MONSERRAT MENDOZA ALVARE	344.53
D306932	JOHN A MONTANCHEZ	3046.31	D306933	BRIANNA M MOORE	959.58
D306934	KIRSTEN K NAKAISHI	131.11	D306935	GINA D NECCO	296.66
D306936	JACOB J NEELY	284.88	D306937	NOEL N NICHOLAS	804.20
D306938	JENNIFER GODDARD NYE	2262.90	D306939	GABRIELA O'CADIZ-HERNAND	2781.63
D306940	LORI OCHOA	1971.35	D306941	CHRISTIAN PANGAN	465.50
D306942	JANET E PELAYO	2593.66	D306943	ARIELLE PICKRELL	111.09
D306944	SUGEIRY REYNOSO	2256.59	D306945	PAIGE L ROBINSON	408.02
D306946	MARINA Y ROMERO	1565.72	D306947	MONICA K ROMO	93.66
D306948	RICARDO SALDIVAR	615.41	D306949	LARISSA E SANTOS	123.64
D306950	DANA MARIE SAUCEDO	2181.27	D306951	EMERON J SCHLUMPBERGER	869.39
D306952	KRISTOF A SIERRA	128.06	D306953	MIRANDA M TORRES	166.23
D306954	KENNETH P TRAVIS III	304.84	D306955	CLAUDIA VALDIVIA	2596.53
D306956	JEFFREY VAN SICKLE	1896.81	D306957	GABRIELA VARELA	498.09
D306958	JOSEFINA L VELAZQUEZ	462.43	D306959	DAISY O VENCES	376.08
D306960	JOSHUA VENCES	307.08	D306961	PAUL E VICTORIA	1253.39
D306962	DAVID M WILMES	377.57	D306963	LUCIA MEDINA-WHITTAKER	601.90
D306964	MILLIE MEROLA	1999.81	D306965	SVETLANA MOURE	2514.57
D306966	THOMAS R SCHULTZ	3200.26	D306967	RANDY ABRAHAMSON	3558.13
D306968	ALBERTO ACOSTA	2263.51	D306969	ANTHONY R ACOSTA	1209.53
D306970	JOHN D BARANGER III	2405.47	D306971	LUCAS B BAUER	2547.46
D306972	BRADLEY D BELL	7660.91	D306973	JERRY R BRENNEMAN	2218.27
D306974	GUY BROWN	2234.02	D306975	JOSE J CAMBEROS	2101.03
D306976	DANIEL L CLEARWATER	2942.78	D306977	YVES G CLERMONT	2332.45
D306978	JOE W CRAWFORD	3180.35	D306979	TIMOTHY A CRAWFORD	2887.05
D306980	JUSTIN D DOYLE	3424.14	D306981	MICHAEL G ECKHARDT JR	3018.67
D306982	DAVID W EDNOFF	3699.52	D306983	STEVE P FELLNER	4130.02
D306984	JAMES L GABBARD	2115.44	D306985	DREW R GARCIA	2060.59
D306986	JEFF W HANNA	2718.92	D306987	MATTHEW R HENSHAW	3304.31
D306988	MICHAEL L JACOBS	2095.10	D306989	WILLIAM R JAEGER	1705.69
D306990	SCOTT A KUHLMAN	3716.86	D306991	NICHOLAS A LERARIO	1775.06

\*\*\*\* PAGE TOTAL = 148693.03

D306992	COREY L LINDSAY	2353.68	D306993	NORMAN M LOVELY	3214.31
D306994	JOHN M MARQUEZ JR	3000.09	D306995	CHEYNE C MAULE	3938.15
D306996	TERRY A MCGOVERN JR	4803.79	D306997	SHANE D MELLE	1980.34
D306998	TRAVIS M MELLE	2800.82	D306999	MARK A MICKELSEN	4468.17
D307000	SON L NGUYEN	2055.03	D307001	FREDERICK N NIBLO	2953.23
D307002	BRENT C PARDOEN	2468.06	D307003	MICHAEL KURT RIETH	2717.85
D307004	WADE E RUHMAN	3179.10	D307005	DENNIS L RUZICKA	3397.77
D307006	NICK R SCHAEFER	2652.24	D307007	SCOTT A SCHERER	3361.95
D307008	JEFFREY T SPARGUR	4334.20	D307009	TIMOTHY N STOWE	2159.47
D307010	WILLIAM S STROHM	3618.40	D307011	JUSTIN D TRAVER	2099.97
D307012	CHRISTOPHER B TRENHOLM	1436.24	D307013	JUSTIN TRUHILL	2326.75
D307014	MARIO G VALDERRAMA	2908.61	D307015	KEITH T VELOTTA	5185.11
D307016	DAVID S WALDSCHMIDT	2502.05	D307017	MARK S WEISS	2459.88
D307018	PAUL J WHITTAKER	4395.26	D307019	JEFFREY WILKINS	3667.88
D307020	JOSEPH A WINGERT JR	2582.24	D307021	JASON R BLOMGREN	1804.74
D307022	MYLES A BURROUGHS	1520.06	D307023	DAVID M CARLSON	3143.42
D307024	PARKER W CARY	2017.58	D307025	JOSHUA A FELDMAN	1959.42
D307026	TIMOTHY D FISHER	3482.22	D307027	GARRET M FURUTA	2376.69
D307028	SHANE S HOWEY	1976.08	D307029	PETER M HUBER	2499.22
D307030	JORDAN R JEMIOLA	3781.59	D307031	JAYCEN R JUSTUS	1628.27
D307032	MATTHEW C KLEIBACKER	4187.93	D307033	ANTHONY L KNAACK	2779.84
D307034	JOSHUA D LEE	1867.55	D307035	DANIEL J MOORE	4441.08
D307036	GRANT A NOBLE	2162.84	D307037	ERIC S NORRDIN	2877.71
D307038	ANTHONY J PAGE	2780.92	D307039	ERIC M PALOMO	2658.98
D307040	ANDREW J ROACH	1637.92	D307041	RICHARD RONSTADT	6515.25
D307042	DAVID C SANCHEZ	2839.70	D307043	ERIC THORSON	1792.23
D307044	RYAN D VAN WIE	2404.91	D307045	GREGORY D WILLIAMS	1465.04
D307046	JEREMIE E YORKE	2808.45	D307047	NATHAN T BRADY	4162.35
D307048	BRYSON T DAHLHEIMER	1655.30	D307049	NOAH B FISHER	617.38
D307050	LISA S GUARDI	660.16	D307051	DON T NGUYEN	2160.17
D307052	THANH Q NGUYEN	4024.91	D307053	MORRIS B SPELL	4435.90
D307054	JOSEPH I VALENZUELA	143.13	D307055	TIMOTHY S SAWYER	2304.23
D307056	PEDRO R ARELLANO	2866.11	D307057	TODD D ELGIN	4943.95
D307058	CAROLE A KANEGAE	2154.12	D307059	WILLIAM ALLISON	3036.70
D307060	KRISTEN A BACKOURIS	1492.11	D307061	SHARON S BAEK	1464.86
D307062	GENA M BOWEN	1260.75	D307063	JESENIA CAMPOS	1168.86
D307064	HELENA ELSOUSOU	2582.67	D307065	ROBERT D FOWLER	3355.93
D307066	AI KELLY HUYNH	1765.93	D307067	CINDY S NAGAMATSU HANLON	2344.09
D307068	JEFFREY C NIGHTENGAL	3445.18	D307069	REYNA ROSALES	1235.59
D307070	TRAVIS J WHITMAN	4317.89	D307071	CLAUDIA ALARCON	2702.42
D307072	TIMOTHY R ASHBAUGH	2203.13	D307073	ALFREDO R AVALOS	3106.72
D307074	CARLOS BAUTISTA JR	2319.81	D307075	RYAN S BERLETH	1882.47
D307076	SUMMER A BOGUE	1688.07	D307077	RICHARD O BURILLO	4155.35
D307078	RYAN V BUSTILLOS	6490.86	D307079	ROBERT W CAMPBELL	3304.41
D307080	JUAN C CENTENO	3684.91	D307081	JEROME L CHEATHAM	3122.47
D307082	AARON J COOPMAN	2823.83	D307083	ADAM B COUGHRAN	3042.16
D307084	GARY L COULTER	2196.01	D307085	NATHANIEL D COX	2033.11
D307086	BRIAN D DALTON	2684.66	D307087	CHARLIE DANIELEY III	3661.92

\*\*\*\* PAGE TOTAL = 267130.86

D307088	NICHOLAS A DE ALMEIDA LO	1842.65	D307089	KEVIN DINH	2646.35
D307090	KARI A FLOOD	2135.63	D307091	MICHAEL E GERDIN	1973.94
D307092	ROBERT J GIFFORD	3052.07	D307093	JOSEPH P GROSS JR	2288.59
D307094	ALLAN S HARRY	4394.25	D307095	BRIAN HATFIELD	2811.05
D307096	WILLIAM T HOLLOWAY	2992.49	D307097	JASON L JOHNSON	2123.51
D307098	GERALD F JORDAN	2382.14	D307099	TIMOTHY P KOVACS	3574.87
D307100	AUSTIN C LAVERTY	2535.32	D307101	CHRISTOPHER LAWTON	2744.01
D307102	DEREK M LINK	3131.84	D307103	RAFAEL LOERA JR	2386.24
D307104	JON D LOFQUIST	2220.08	D307105	MATTHEW P MARCHAND	2341.86
D307106	BRYAN J MEERS	2835.46	D307107	DANNY J MIHALIK	5301.13
D307108	JEREMY N MORSE	2502.93	D307109	MITCHEL S MOSSER	1925.18
D307110	PATRICK W MURPHY	2399.37	D307111	AARON S NELSON	2796.92
D307112	JASON S PERKINS	4171.39	D307113	PHILLIP H PHAM	2091.81
D307114	DOUGLAS A PLUARD	3112.54	D307115	JOHN E REYNOLDS	3543.67
D307116	ERIC T RUZIECKI	2425.07	D307117	CHRISTOPHER M SHELGREN	1924.51
D307118	GAREY D STAAL	3220.67	D307119	VINCENTE J VAICARO	3843.36
D307120	DANIEL J VILLEGAS	2833.59	D307121	JONATHAN B WAINWRIGHT	2424.10
D307122	CHRISTOPHER A WASINGER	2751.87	D307123	MARCOS R ALAMILLO	3120.24
D307124	RICHARD A ALVAREZ-BROWN	2233.98	D307125	BOBBY B ANDERSON	3103.24
D307126	KATHERINE M ANDERSON	4654.37	D307127	PAUL W ASHBY	2958.80
D307128	JOHN F BANKSON	10840.00	D307129	JOSHUA K BEHZAD	2081.32
D307130	EVAN S BERESFORD	7449.83	D307131	VANESSA M BRODEUR	2142.49
D307132	DAVID Y H CHANG	3146.65	D307133	CHASEN P CONTRERAS	2161.15
D307134	JARED R DOYLE	2000.89	D307135	RONNIE D ECHAVARRIA	7691.22
D307136	AMIR A EL-FARRA	3230.16	D307137	MICHAEL K ELHAMI	3811.73
D307138	BENJAMIN M ELIZONDO	2662.45	D307139	JOSHUA N ESCOBEDO	2150.60
D307140	STEPHEN C ESTLOW	1663.08	D307141	GEORGE R FIGUEREDO	4985.26
D307142	ROGER A FLANDERS	796.04	D307143	SEAN M GLEASON	2763.89
D307144	ALDO U GUERECA	2336.37	D307145	TROY HALLER	3583.30
D307146	MICHAEL J JOHNSON	2597.74	D307147	ARION J KNIGHT	6813.58
D307148	RAPHAEL M LEE	302.31	D307149	ERICK LEYVA	4137.45
D307150	CHARLES H LOFFLER	2366.66	D307151	MARK A LORD	2547.03
D307152	TAYLOR A MACY	2385.25	D307153	GIANLUCA F MANIACI	3302.73
D307154	MARIO MARTINEZ JR	3453.99	D307155	NATHAN D MORTON	2606.13
D307156	RUDOLPH J NEGRON	2274.87	D307157	JEFFREY C NGUYEN	2955.48
D307158	STEVEN TRUJILLO ORTIZ	2269.88	D307159	OMAR F PEREZ	1740.22
D307160	MICHAEL M PHILLIPS	1074.85	D307161	COREY T POLOPEK	2337.35
D307162	SINDY RAMIREZ OROZCO	1992.60	D307163	JOHN E RANEY	2690.63
D307164	RYAN R RICHMOND	2276.64	D307165	CHRISTIN E ROGERS	2996.88
D307166	SEAN M SALAZAR	14711.16	D307167	LINO G SANTANA	4120.92
D307168	PHILIP E SCHMIDT	6131.27	D307169	CHARLES W STARNES	4480.04
D307170	ARTHUR F TINTLE JR	3434.60	D307171	JOHN J YERGLER	3001.19
D307172	THOMAS A CAPPS	2397.13	D307173	PATRICK E GILDEA	3036.12
D307174	RON A REYES	2841.93	D307175	ROCKY F RUBALCABA	2215.85
D307176	ROYCE C WIMMER	3131.15	D307177	ADAM D ZMIJA	3469.28
D307178	JUAN L DELGADO JR	3013.24	D307179	CHRISTOPHER M EARLE	2494.42
D307180	OTTO J ESCALANTE	10912.88	D307181	GEORGE KAISER	2780.04
D307182	PETER M KUNKEL	2441.28	D307183	LUIS F RAMIREZ	2947.73

\*\*\*\* PAGE TOTAL = 309930.02



D307184	PETER HOANG VI	2223.86	D307185	JEFFREY A BROWN	2831.46
D307186	DONALD J HUTCHINS	3665.47	D307187	RYAN M LUX	1968.30
D307188	RAUL MURILLO JR	3940.17	D307189	JOSHUA T OLIVO	2506.23
D307190	ROBERT M STEPHENSON III	18666.91	D307191	COURTNEY P ALLISON	2152.87
D307192	LISA A BELTHIUS	620.51	D307193	CHARLES K BODDY	5037.03
D307194	RANDY G CHUNG	82.49	D307195	THOMAS R DARE	3964.78
D307196	TIFFANY M GRIEGO	358.37	D307197	CRAIG A HERRICK	727.75
D307198	PATRICK R JULIENNE	1441.90	D307199	VERONICA NELSON	940.86
D307200	JOHN O OJEISEKHOB	235.36	D307201	JOSEPH D VARGAS	408.64
D307202	BRYAN GONZALEZ	432.96	D307203	KRYSTAL L N JEANG	421.56
D307204	HAN NA PARK	127.83	D307205	FELICIA H PEREZ	424.74
D307206	KEIRA LONG	1507.43	D307207	ROBERT E BOWERS	441.11
D307208	KAREN D BRAME	1201.23	D307209	KENNETH L CHISM	1568.85
D307210	CHARLES M CLINE JR	898.54	D307211	JAMES E COLEGROVE	5903.17
D307212	PAUL E DANIELSON	1052.38	D307213	ROBERT M DONAHUE JR	880.71
D307214	RUSSELL B DRISCOLL	419.36	D307215	MICHAEL FEHER	979.88
D307216	HECTOR FERREIRA JR	1654.76	D307217	KORY C FERRIN	12755.92
D307218	JAMES D FISCHER	921.49	D307219	VICTORIA M FOSTER	1467.73
D307220	NICKOLAS K JENSEN	11735.91	D307221	KENNETH E MERRILL	509.30
D307222	JOHN J STEPANOVICH	888.05	D307223	PATRICK M THRASHER	1114.89
D307224	MICHAEL J VISCOMI	18641.62	D307225	SCOTT D WATSON	883.23
D307226	ROBERT L BOGUE JR	3721.92	D307227	FLOR DE LIS ELIZONDO	895.97
D307228	GARY E ELKINS	2064.95	D307229	JOHN A FLAWS	2196.45
D307230	JASON S FULTON	1890.90	D307231	JAMES C HOLDER	2801.78
D307232	ROBERT J KIVLER	1668.33	D307233	VICTORIA L LAWTON	2316.02
D307234	ALLYSON T LE	1464.56	D307235	EDUARDO C LEIVA	3545.55
D307236	RAQUEL D MATA	775.65	D307237	REBECCA S MEEKS	2234.44
D307238	MICHELLE L OLMSTEAD	969.72	D307239	DAVID C YOUNG	3724.72
D307240	MARIA A ALCARAZ	1677.21	D307241	CARISSA L BRUNICK	1345.85
D307242	TAMMY L CHAURAN-HAIRGROV	1865.26	D307243	VERONICA FRUTOS	1062.89
D307244	DAVID L GEORGE	1779.86	D307245	JOAN L HIGHTOWER	1704.28
D307246	PINKY C HINGCO	2274.76	D307247	SUSAN C HUANG	2083.04
D307248	RORY K JANOSHA	988.79	D307249	SHELBY KEUILIAN	1519.69
D307250	ANGELA LEDESMA	1933.29	D307251	MARIA C MCFARLANE	1764.43
D307252	BRITTNNEE D MCGOWEN	1608.02	D307253	TRINA T NGUYEN	1633.40
D307254	DEBRA J NICHOLS	2131.53	D307255	DIANA L O'BRIEN	945.99
D307256	ASHLEY C ROJAS	1613.20	D307257	JENNIFER V ROMBOUGH	1775.64
D307258	ASHLEY T SEROTA	1563.31	D307259	KIMBRA S VELLANOWETH	1545.99
D307260	KRISTIN M WEISS	2004.24	D307261	SHANNON M YELENSKY	1689.39
D307262	JENNIFER A DIX	2130.58	D307263	DEBBY L FELSE	2008.29
D307264	KATHERINE M FRANCISCO	1509.91	D307265	AMANDA B GARNER	1992.47
D307266	ARCHIE GUZMAN	2079.27	D307267	ROBERT D LUX	2091.49
D307268	MELISSA MENDOZA-CAMPOS	2015.74	D307269	MICHAEL A MOSER	1596.72
D307270	BRANDY J PARK	2180.41	D307271	CRISTINA V PAYAN	1550.56
D307272	JENNIFER M RODRIGUEZ	2047.00	D307273	TANYA L SAMOFF	2173.83
D307274	SUSAN A I SEYMOUR	2098.45	D307275	NICOLE D SHORROW	1174.07
D307276	DANNY J SOSEBEE	1921.00	D307277	MARSHA D SPELLMAN	2219.38
D307278	SPENCER T TRAN	1882.89	D307279	SANTA WARDLE	1065.80

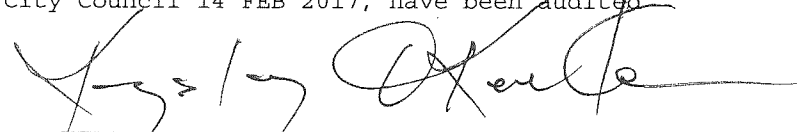
\*\*\*\* PAGE TOTAL = 219124.49

D307280	CHERYL L WHITNEY	2196.68	D307281	RAY E BEX	2979.37
D307282	DANIEL A CAMARA	2319.90	D307283	JOHN CASACCIA II	3827.50
D307284	HAN J CHO	3583.79	D307285	SCOTT A COLEMAN	3775.71
D307286	RICHARD E DESBIENS	1296.45	D307287	MICHAEL D FARLEY	2573.03
D307288	JAMES D FRANKS	2397.74	D307289	PETE GARCIA	1801.11
D307290	STEVEN H HEINE	498.52	D307291	JOSE D HERRERA	2932.77
D307292	THI A HUYNH	2399.38	D307293	JOSEPH L KOLANO	2737.26
D307294	LEA K KOVACS	3142.08	D307295	NICHOLAS A LAZENBY	2639.53
D307296	DAVID LOPEZ	2584.93	D307297	STEVEN W LUKAS	1501.39
D307298	LUIS A PAYAN	16637.55	D307299	TERRA M RAMIREZ	2086.23
D307300	ORLONZO REYES	3419.56	D307301	PAUL M TESSIER	2343.53
D307302	EDGAR VALENCIA	2916.45	D307303	TUONG-VAN NGUYEN VU	1528.67
D307304	DENNIS WARDLE	2842.67	D307305	CARL J WHITNEY	3183.58
D307306	RONALD A DOSCHER	2496.43	D307307	ERIC A QUINTERO	2097.74
D307308	MARY C CERDA	1820.95	D307309	NICOLE L CHUNG	1812.72
D307310	SUSAN A HOLSTEIN	2299.01	D307311	LIANE Y KWAN	2573.12
D307312	JANY H LEE	3131.16	D307313	SHERRILL A MEAD	2316.61
D307314	CAITLYN M STEPHENSON	1540.55	D307315	LAURA J STOVER	4282.90
D307316	FRANA K CASSIDY	1567.38	D307317	ANNA L GOLD	1537.50
D307318	HIEN Q PHAM	1560.01	D307319	KATRENA J SCHULZE	398.57
D307320	MATTHEW T SWANSON	1214.81	D307321	ANTHONY VALENZUELA	1307.88
D307322	CANDY G WILDER	1736.10	D307323	STEVEN F ANDREWS	1402.09
D307324	TERENCE S CHANG	1989.57	D307325	VERNA L ESPINOZA	1660.17
D307326	CESAR GALLO	2164.97	D307327	CHARLES D KALIL	1555.91
D307328	GEOFFREY A KLOESS	2566.58	D307329	RACHOT MORAGRAAN	3117.39
D307330	NOEL J PROFFITT	3094.06	D307331	ANAND V RAO	4342.13
D307332	JOSEPH M SCHWARTZ	2175.67	D307333	ROD T VICTORIA	1909.81
D307334	TERREL KEITH WINSTON	3203.44	D307335	POLICE ASSN	15678.02
D307336	GG FIRE FIGHTERS 2005	20737.17	D305971	KATHY BAILOR (VOID)	-192.19
D307336	SO CAL CU	90314.37	D307337	SOUTHLAND CU	5765.00
W2322	GREAT WEST LIFE 457 #340	100620.15	W2323	GREAT WEST LIFE OBRA#340	2343.32
W2324	INTERNAL REVENUE SERVICE	350466.47	W2325	EMPLOYMENT DEVELOPMENT D	99378.21

\*\*\*\* PAGE TOTAL = 828131.13

TOTAL CHECK PAYMENTS	40	47,078.34
TOTAL DIRECT DEPOSITS	692	1,680,058.29
TOTAL WIRE PAYMENTS	4	552,808.15
	....	.....
GRAND TOTAL PAYMENTS	736	2,279,944.78

Checks #180776 thru #180814, and Direct Deposits #D306648 thru #DD307337, and wire #W2322 thru #W2325 presented in the Payroll Register submitted to the Garden Grove City Council 14 FEB 2017, have been audited for accuracy and funds are available for payment thereof.

  
KINGSLEY C OKEREKE - FINANCE DIRECTOR

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
616169	SANTA ANA COLLEGE	REV & VOID	-150.00 *
616566	15915 LA FORGE ST WHITTIER LLC	REV & VOID	-2,721.00 *
617054	TANG, KIM VAN	REV & VOID	-1,685.00 *
617140	VO, TIN TRUNG	REV & VOID	-807.00 *
617374	CWEA CWEA-TCP	REV & VOID	-392.00 *
617561	LT PROPERTIES	REV & VOID	-15,406.50 *
617573	NAPA AUTO PARTS	REV & VOID	-586.79 *
617850	ANIMAL CONTROL TRAINING SERVICES	REV & VOID	-550.00 *
617855	15915 LA FORGE ST WHITTIER LLC	REV & VOID	-2,728.00 *
618344	TANG, KIM VAN	REV & VOID	-1,685.00 *
618428	VO, TIN TRUNG	REV & VOID	-807.00 *
618464	AT&T	SITE CLEARANCE COSTS	11,954.58 *
618465	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	2,822.08 *
618466	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,715.00 *
618467	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	5,934.50 *
618468	ENTERPRISE RIDESHARE	OTHER RENTALS	965.00 *
618469	JAY'S CATERING	FOOD	2,600.00 *

PAGE TOTAL FOR "\*" LINES = -1,527.13

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618470	LEGAL SHIELD	LEGAL	1,212.00 *
618471	SAFEGWAY INC	OTHER FOOD ITEMS	41.49 *
618472	CRAFT ZONE	OTHER REC/CULT SUPP	922.50 *
618473	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	31.50 *
618474	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,646.40 *
618475	UNION BANK	BANK FEES-CRDT CD	5.12
		L/S/A TRANSPORTATION	368.40
		REGISTRATION FEES	650.00
		ADMN/ENTRANCE FEE	3,520.00
		AWARDS/TROPHIES	136.96
			4,680.48 *
618476	JIMENEZ, VIDAL	EMPL COMPUTER PURCH	2,429.30 *
618477	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	893.94 *
618478	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	6,680.50 *
618479	OCSD FINANCIAL MNGNT DIV	SEWER FEES	23,385.71 *
618480	THATTE, SAM DBA SAM THATTE VISUAL COMM.	OTHER PROF SERV	1,800.00 *
618481	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	24,384.11 *
618482	CHESHIRE MEDICAL CORPORATION PROCARE WORK INJURY CENTER	MEDICAL SERVICES	905.00 *
618483	CANNON, WARREN	RENT SUBSIDY	2,883.00 *
618484	VO, TIN TRUNG	WAGE ATTACHMENT	-201.75
		RENT SUBSIDY	807.00
			605.25 *
618485	TANG, KIM VAN	WAGE ATTACHMENT	-505.50
		RENT SUBSIDY	1,685.00
			1,179.50 *

PAGE TOTAL FOR "\*" LINES = 73,680.68

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618486	15915 LA FORGE ST WHITTIER LLC	WAGE ATTACHMENT	-763.84
		RENT SUBSIDY	2,728.00
			1,964.16 *
618487	BOGUE JR., ROBERT L	MED TRUST REIMB	639.50 *
618488	BRADY *, NATHAN	MED TRUST REIMB	506.00 *
618489	CHUN, MYUNG	MED TRUST REIMB	156.00 *
618490	GARCIA, SYLVIA	MED TRUST REIMB	621.20 *
618491	LEE, GRACE	DEP CARE REIMB	192.30 *
618492	LOWE*, SCOTT T	MED TRUST REIMB	704.00 *
618493	RAO*, ANAND V.	MED TRUST REIMB	200.00 *
618494	RUITENSCHILD, LES	DEP CARE REIMB	384.60 *
618495	SCHMIDT*, PHILIP E.	MED TRUST REIMB	2,499.90 *
618496	TRUHILL, JUSTIN	MED TRUST REIMB	620.40 *
618497	VALDIVIA, CLAUDIA	DEP CARE REIMB	550.00 *
618498	NGUYEN, NGAN VAN	TENANT UTILITY REIMB	21.00 *
618499	VU, KHANG	MED TRUST REIMB	1,006.70 *
618500	DUENAS, CECILIA ELIZABETH	TENANT UTILITY REIMB	41.00 *
618501	NGUYEN, KIM HONG	TENANT UTILITY REIMB	60.00 *
618502	NGUYEN, BECKY	TENANT UTILITY REIMB	51.00 *
618503	WRIGLEY, JAMES LAWRENCE	TENANT UTILITY REIMB	34.00 *
618504	VU, KIM CUC THI	TENANT UTILITY REIMB	29.00 *
618505	MIRANDA, PARISS A	TENANT UTILITY REIMB	27.00 *
618506	LY, NANCY	TENANT UTILITY REIMB	16.00 *

PAGE TOTAL FOR "\*" LINES = 10,323.76

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618507	SORIANO, TERESA	TENANT UTILITY REIMB	107.00 *
618508	ANIMAL CONTROL TRAINING SERVICES	TUITION/TRAINING	550.00 *
618509	VOID WARRANT		
618510	TELEPACIFIC COMMUNICATIONS	NETWORK COMMUNICT	838.71 *
618511	AT&T	TELEPHONE	3,126.11 *
618512	AT&T	TELEPHONE	2,410.70 *
618513	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	836.92 *
618514	MCI COMM SERVICE	TELEPHONE	33.64 *
618515-618517	VOID WARRANTS		
618518	SO CALIF EDISON CO	ELECTRICITY	56,492.00 *
618519	SO CALIF GAS CO	NATURAL GAS	10,306.68 *
618520	TIME WARNER CABLE	CABLE	471.59 *
618521	VOID WARRANT		
618522	HOME DEPOT CREDIT SERVICES	TREES	7.42
		MOTOR VEH PARTS	17.22
		PAINT/DYE/LUBRICANTS	169.09
		JANITORIAL SUPPLIES	108.80
		ELECTRICAL SUPPLIES	16.75
		HSHLD EQUIP/SUPPLIES	98.02
		PIPES/APPURTENANCES	137.39
		MAINT SUPP-TRAFF SIG	43.61
		OTHER MAINT ITEMS	741.59
		GEN PURPOSE TOOLS	180.61
		OTHER MINOR TOOLS/EQ	1,486.90
		OTHER REC/CULT SUPP	210.50
		WIRE/METALS	41.94
		HARDWARE	334.86
		ASPHALT PRODUCTS	68.20
		AGGREGATES/MASONRY	26.78
		OTHER CONST SUPPLIES	162.45

PAGE TOTAL FOR "\*" LINES = 75,173.35

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			3,852.13 *
618523	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	201.75 *
618524	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	779.60 *
618525	CENTENO, JUAN	MED TRUST REIMB	800.02 *
618526	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	429.38 *
618527	CHUN, MYUNG	DEP CARE REIMB	3,192.00 *
618528	ELGIN*, TODD D.	MED TRUST REIMB	894.99 *
618529	HOWEY, SHANE	MED TRUST REIMB	390.00 *
618530	i.i. FUELS, INC	MV GAS/DIESEL FUEL	19,838.39 *
618531	KAWELL*, RHONDA C.	MED TRUST REIMB	1,162.89 *
618532	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
618533	MELZER DECKERT RUDER ARCHITECTS	OTHER PROF SERV	17,995.00 *
618534	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
618535	VELOTTA, KEITH	MED TRUST REIMB	716.85 *
618536	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
618537	WEISS, MARK S	MED TRUST REIMB	755.00 *
618538	WHITMAN*, TRAVIS J.	MED TRUST REIMB	2,290.00 *
618539	HODSON, AARON	DEP CARE REIMB	415.38 *
618540	CO. OF ORANGE	WAGE ATTACHMENT	276.92 *
618541	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	2,711.76 *
618542	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	87.89 *
618543	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *

PAGE TOTAL FOR "\*" LINES = 57,766.68



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618544	AARON HANSEN	MED TRUST REIMB	118.36 *
618545	VOID WARRANT		
618546	LBC LP DBA MATHIS BROTHERS FURNITURE	MINOR FURN/EQUIP	1,762.06 *
618547	PAGE, ANTHONY	EMPL COMPUTER PURCH	2,483.17 *
618548	BEHAVIOR ANALYSIS TRAINING INSTITUTE	TUITION/TRAINING	614.00 *
618549	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
618550	M&D SILVA ENTERPRISES INC DBA STRAWBERRY PRODUCTIONS	OTHER PROF SERV	3,444.00 *
618551	CO. OF ORANGE	WAGE ATTACHMENT	831.00 *
618552	VMI INC.	OTHER PROF SUPPLIES	604.80 *
618553	IACP INTL ASSOC CHIEFS OF POLICE	DUES/MEMBERSHIPS	150.00 *
618554	IACP INTL ASSOC CHIEFS OF POLICE	DUES/MEMBERSHIPS	300.00 *
618555	CLEANSTREET	REV & VOID	-35,266.10 *
618556	EMBASSY SUITES ANAHEIM SOUTH	REV & VOID	-946.54 *
618557	CLEANSTREET	STREET SWEEPING SERV	1,759.10
		OTHER PROF SERV	33,507.00
			35,266.10 *
618558	EMBASSY SUITES ANAHEIM SOUTH	FOOD	946.54 *
618559	A&A WIPING CLOTH, INC	WHSE INVENTORY	1,077.50 *
618560	ABC SUPPLY CO. INC.	ASPHALT PRODUCTS	155.28 *
618561	ANTHONY JORDAN FERNANDEZ	OTHER PROF SERV	669.50 *
618562	APP-ORDER, LLC	OTHER PROF SERV	340.00 *
618563	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	9,545.47 *

PAGE TOTAL FOR "\*" LINES = 22,225.14

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618564	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	8.68
		SAFETY EQ/SUPPLIES	89.86
		OTHER MINOR TOOLS/EQ	94.76
			193.30 *
618565	ALLSTAR FIRE EQUIPMENT INC.	WHSE INVENTORY	3,145.60 *
618566	AMTECH ELEVATOR SERVICES	MAINT-SERV CONTRACTS	731.87 *
618567	ANIMAL CARE EQUIPMENT & SVCS	OTHER PROF SUPPLIES	459.53 *
618568	ARROW TOOLS FASTENERS & SAW INC	OTHER MAINT ITEMS	53.57 *
618569	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	3,223.88 *
618570	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	9,613.06 *
618571	BISHOP CO.	WHSE INVENTORY	833.59 *
618572	BLODGETT, GREG	FOOD	46.42 *
618573	BOLSA NURSERY	TREES	135.00 *
618574	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	2,113.82 *
618575	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,562.33 *
618576	CAMERON WELDING SUPPLY	OTHER MAINT ITEMS	53.59
		OTHER REC/CULT SUPP	42.41
			96.00 *
618577	CEMEX	OTHER MAINT ITEMS	892.62 *
618578	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	360.00 *
618579	SUPPLYWORKS	WHSE INVENTORY	1,486.95
		JANITORIAL SUPPLIES	642.80
			2,129.75 *
618580	CLEANSTREET	STREET SWEEPING SERV	50,940.81 *
618581	COASTLINE EQUIPMENT	MOTOR VEH PARTS	1,735.04 *

PAGE TOTAL FOR "\*" LINES = 80,266.19

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618582	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	9,829.00 *
618583	COUNTRY CITY TOWING	TOWING SERVICES	350.00 *
618584	L.N.CURTIS & SONS	SAFETY EQ/SUPPLIES	2,251.07 *
618585	DIAMOND ENVIRONMENTAL SERVICES	NON-SPEC CONTR SERV	406.93
		OTHER MAINT ITEMS	613.69
			1,020.62 *
618586	ELLSWORTH TRUCK & AUTO	REPAIRS-FURN/MACH/EQ	2,223.96 *
618587	EWING IRRIGATION PRODUCTS, INC.	ELECTRICAL SUPPLIES	30.09 *
618588	JOHN B EWLES INC	OTHER MAINT ITEMS	60.00 *
618589	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	240.00 *
618590	FARMER BROTHERS CO.	FOOD SERV SUPPL	1,279.50 *
618591	FEDERAL EXPRESS CORP	DELIVERY SERVICES	155.73 *
618592	FORD OF ORANGE	MOTOR VEH PARTS	1,742.39 *
618593	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	218.03 *
618594	FRYE SIGN CO	MOTOR VEH PARTS	975.00 *
618595	GPSIT	MAINT-SERV CONTRACTS	160.00 *
618596	GANAHL LUMBER COMPANY	OTHER MINOR TOOLS/EQ	301.69 *
618597	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL	59,701.90
		REFUSE COLL SERV	9,813.09
			69,514.99 *
618598	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
618599	GRAFFITI PROTECTIVE COATINGS, INC.	MAINT-SERV CONTRACTS	7,046.20
		TRAFFIC SIGNAL MAINT	179.34
			7,225.54 *
618600	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	410.00 *

PAGE TOTAL FOR "\*" LINES = 98,849.61

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618601	HILLCO FASTENER WAREHOUSE	ELECTRICAL SUPPLIES	17.26 *
618602	HILL'S BROS LOCK & SAFE INC	DUPLICATING	46.87
		MAINT-SERV CONTRACTS	178.30
		FaCT: PROGRAM EXP	95.34
		OTHER MAINT ITEMS	756.55
			1,077.06 *
618603	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	5,606.16 *
618604	INTEGRA CHEMICAL COMPANY	OTHER MAINT ITEMS	389.96 *
618605	INTERVAL HOUSE	OTHER PROF SERV	2,185.92 *
618606	JAY'S CATERING	FOOD	295.73 *
618607	JOHNSTONE SUPPLY	VEHICLE OP LEASE	118.82
		AIR COND SUPPLIES	42.05
		OTHER MINOR TOOLS/EQ	84.02
			244.89 *
618608	KOA CORPORATION	ENGINEERING SERVICES	13,019.94 *
618609	LA HABRA FENCE CO, INC.	OTHER BLD/EQ/ST SERV	994.00 *
618610	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	4,283.69 *
618611	LIFECOM SAFETY SERVICE & SUPPLY	SAFETY EQ/SUPPLIES	730.28 *
618612	LORRAINE MENDEZ & ASSOCIATES, LLC	OTHER PROF SERV	6,438.75 *
618613	MC MASTER-CARR SUPPLY CO	ELECTRICAL SUPPLIES	347.82 *
618614	MERCHANTS BLDG MAINT LLC	MAINT OF REAL PROP	23,866.00
		MAINT-SERV CONTRACTS	1,965.31
			25,831.31 *
618615	MERCY HOUSE LIVING CENTERS	CONTRACTUAL SERV	2,075.16 *
618616	GARDEN GROVE ACE HARDWARE	PAINT/DYE/LUBRICANTS	9.70 *
618617	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	230.92 *

PAGE TOTAL FOR "\*" LINES = 63,778.55

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618618	VOID WARRANT		
618619	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	3,351.48 *
618620	NIAGARA PLUMBING	PIPES/APPURTENANCES	117.02
		OTHER MAINT ITEMS	38.56
			155.58 *
618621	NICKEY PETROLEUM CO., INC.	PAINT/DYE/LUBRICANTS	4,533.83 *
618622	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	3,775.05 *
618623	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	1,751.60
		OTHER MAINT ITEMS	1,260.00
			3,011.60 *
618624	ORANGE COUNTY NEWS	ADVERTISING	481.50 *
618625	ORANGE COUNTY SANDBAGGER	PROJECT REAPPROP	1,053.00 *
618626	ORTIZ, STEVE	SAFETY EQ/SUPPLIES	150.00 *
618627	PARKHOUSE TIRE INC	WHSE INVENTORY	2,388.05 *
618628	PENCO ENGINEERING, INC.	ENGINEERING SERVICES	17,810.00 *
618629	POOL WATER PRODUCTS	OTHER MAINT ITEMS	137.60 *
618630	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	355.00 *
618631	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	280.00 *
618632	RADI'S CUSTOM UPHOLSTERY	MAINT OF REAL PROP	5,756.66 *
618633	TESSCO INC	OTHER MAINT ITEMS	1,670.69 *
618634	RED WING SHOE STORE	SAFETY EQ/SUPPLIES	938.13 *
618635	RESPONSIVE PEST WORK SERVICES, INC	MAINT OF REAL PROP	125.00 *
618636	ALEXANDER'S CONTRACT SERVICES, INC.	OTHER MAINT ITEMS	199.00 *
618637	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	OTHER MAINT ITEMS	960.00 *

PAGE TOTAL FOR "\*" LINES = 47,132.17

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618638	ROSEBURROUGH TOOL, INC.	OTHER CONST SUPPLIES	200.48 *
618639	AT&T GLOBAL SERVICES INC	TELEPHONE	200.00 *
618640	SAFELITE AUTOGLASS	MOTOR VEH PARTS	233.76 *
618641	SAFETY 1st PEST CONTROL, INC	OTHER MAINT ITEMS	300.00 *
618642	SAUCEDO, DANA	L/S/A TRANSPORTATION	7.75 *
618643	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	375.00 *
618644	SHOETERIA	SAFETY EQ/SUPPLIES	100.00 *
618645	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	126.00 *
618646	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	40.51 *
618647	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	516.50 *
618648	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	1,509.05 *
618649	SMITH EMERY LABORATORIES	ENGINEERING SERVICES	7,160.00 *
618650	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	479.21 *
618651	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
618652	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	1,342.58 *
618653	SPARKLETTS	OFFICE EQUIP RENTAL	91.93
		BOTTLED WATER	10.06
			101.99 *
618654	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	2,974.77 *
618655	STRADLING, Yocca, CARLSON & RAUTH	LEGAL FEES	42,723.07
		OTHER PROF SERV	1,054.53
			43,777.60 *
618656	SUNBELT RENTALS	HEAVY EQUIP RENTAL	2,966.32 *
618657	TT TECHNOLOGIES, INC	WHSE INVENTORY	1,454.63 *

PAGE TOTAL FOR "\*" LINES = 64,441.15

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618658	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	176.33 *
618659	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	333.00 *
618660	UNIFIRST CORP	LAUNDRY SERVICES	1,747.21 *
618661	UNITED PARCEL SERVICE	DELIVERY SERVICES	197.38 *
618662	U.S. TOY CO.	FaCT:PROGRAM EXP	58.10 *
618663	VALLEY POWER SYSTEMS, INC.	REPAIRS-FURN/MACH/EQ	5,467.83
		MOTOR VEH PARTS	1,970.97
		OTHER MAINT ITEMS	1,530.63
			8,969.43 *
618664	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	846.39 *
618665	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,887.73 *
618666	GRAINGER	LABORATORY CHEMICALS	-89.09
		ELECTRICAL SUPPLIES	12.07
		PIPES/APPURTENANCES	63.12
		OTHER MAINT ITEMS	94.62
		GEN PURPOSE TOOLS	171.72
			252.44 *
618667	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	1,250.98
		OTHER MINOR TOOLS/EQ	109.91
			1,360.89 *
618668	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,713.45 *
618669	WAXIE SANITARY SUPPLY	WHSE INVENTORY	8,011.50 *
618670	UNITED WATER WORKS, INC.	HARDWARE	963.39 *
618671	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	6,440.00 *
618672	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	610.50 *
618673	FERGUSON ENTERPRISES, INC	PIPES/APPURTENANCES	187.52
		OTHER MAINT ITEMS	21.78
			209.30 *

PAGE TOTAL FOR "\*" LINES = 33,777.04

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618674	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	245.00 *
618675	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	325.84 *
618676	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	83,388.05 *
618677	GEORGE YARDLEY COMPANY	PIPES/APPURTENANCES	119.98 *
618678	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	774.18 *
618679	DFM ASSOCIATES	OFFICE SUPPLIES/EXP	107.75 *
618680	2-1-1 ORANGE COUNTY	OTHER PROF SERV	1,825.00 *
618681	DTNTech MARKETING	ADVERTISING	403.00 *
618682	PORRAS, STEPHEN	DUES/MEMBERSHIPS	172.00 *
618683	PROFESSIONAL COLLISION	REPAIRS-FURN/MACH/EQ	1,895.00 *
618684	ANSON TRAN	DEPOSIT REFUNDS	30.00 *
618685	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	1,262.02
		MOTOR VEH PARTS	251.70
			1,513.72 *
618686	SAN DIEGO FLUID SYSTEM TECHNOLOGIES	PIPES/APPURTENANCES	284.07
		HARDWARE	48.01
			332.08 *
618687	TRELOAR, TOM	TRUST FUND EXPEND	300.00
		OTHER PROF SERV	100.00
			400.00 *
618688	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	857.59 *
618689	SOURCE GRAPHICS	MAINT-SERV CONTRACTS	1,585.00 *
618690	UNIQUE PAVING MATERIALS	ASPHALT PRODUCTS	3,137.68 *
618691	GRACELAND COLLEGE CENTER SKILLPATH SEMINARS	TUITION/TRAINING	299.00
		BOOKS/SUBS/CASSETTES	33.83
			332.83 *

PAGE TOTAL FOR "\*" LINES = 97,444.70



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618692	IDVILLE	OFFICE SUPPLIES/EXP	118.75 *
618693	DANIEL MARIO PEREZ	CITATION DIST	79.00 *
618694	AUTOMOTIVE TRAINING AUTHORITY, INC.	TUITION/TRAINING	458.00 *
618695	INTERNATIONAL CODE COUNCIL, INC	BOOKS/SUBS/CASSETTES	111.90 *
618696	HOSHIZAKI WESTERN	PIPES/APPURTENANCES	399.39 *
618697	TRAVELTECH ENTERPRISES	TRUST FUND EXPEND	4,576.00 *
618698	TUAN HOANG	DEPOSIT REFUNDS	79.00 *
618699	BEST TINT	MOTOR VEH PARTS	360.00 *
618700	LOS ANGELES FREIGHTLINER	REPAIRS-FURN/MACH/EQ	1,499.88 *
618701	VORTEX INDUSTRIES INC FILE 1095	MAINT OF REAL PROP	5,917.20 *
618702	GLOBAL COLLISION CENTER	REPAIRS-FURN/MACH/EQ	6,868.41 *
618703	WAUKESHA-PEARCE INDUSTRIES	OTHER MAINT ITEMS	446.88 *
618704	VERITIV OPERATING COMPANY	WHSE INVENTORY	2,643.95 *
618705	911 VEHICLE	REPAIRS-FURN/MACH/EQ	10,596.72 *
618706	BUILDER'S BOOKS INC	BOOKS/SUBS/CASSETTES	11,176.71 *
618707	PENNER PARTITIONS	HARDWARE	239.21 *
618708	MATRIX IMAGING PRODUCTS, INC.	OTHER PROF SERV	7,862.43 *
618709	REVEL ENVIRONMENTAL MANUFACTURING, INC	WHSE INVENTORY	1,891.23 *
618710	INDOFF, INC.	MINOR OFFICE FURN/EQ	1,391.63 *
618711	SELECT GRAPHIC PRINTING	PRINTING	423.46 *
618712	B.L. WALLACE DISTRIBUTOR, INC.	MAINT SUPP-TRAFF SIG	402.63 *
618713	SCHORR METALS, INC.	HARDWARE	28.83 *

PAGE TOTAL FOR "\*" LINES = 57,571.21

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618714	MARIA PARRA	TUITION REIMB	1,511.89 *
618715	KIRZHNER, ALLEN	DUES/MEMBERSHIPS	172.00 *
618716	VARIDESK, LLC	OFFICE SUPPLIES/EXP	459.02 *
618717	M.E.M.A. C/O CITY OF BEVERLY HILLS	DUES/MEMBERSHIPS	275.00 *
618718	A-THRONE CO., INC.	OTHER RENTALS	31.68 *
618719	DINH, JAMES	OTHER REC/CULT SUPP	1,200.00 *
618720	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	FACT:EMRGCY NEEDS	9.72 *
618721	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	186.48 *
618722	LT PROPERTIES	LAND/BLDG/ROOM RENT	15,406.50 *
618723	BOYS TOWN CALIFORNIA, INC.	OTHER PROF SERV	7,815.20 *
618724	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	1,409.66 *
618725	TRISKELION EVENT SERVICES, INC.	OTHER PROF SERV	958.75 *
618726	SUPERCO SPECIALITY PRODUCTS	JANITORIAL SUPPLIES	423.91 *
618727	TU CAMINO MAGAZINE	PROJECT REAPPROP	300.00 *
618728	CACEO	DUES/MEMBERSHIPS	85.00 *
618729	ARCTIC GLACIER U.S.A., INC	OTHER PROF SERV	11,608.92 *
618730	CALIFORNIA FIRE MECHANICS ACADEMY, INC.	TUITION/TRAINING	1,160.00 *
618731	CITY CLERK'S ASSOC OF CALIF CCAC	TUITION/TRAINING	210.00 *
618732	FLORES, CLAUDIA	TUITION/TRAINING	380.00 *
618733	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	24,166.66 *
618734	NEFF CONSTRUCTION	DEPOSIT REFUND	1,200.00
		WATER REFUND	-533.22
			666.78 *

PAGE TOTAL FOR "\*" LINES = 68,437.17

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618735	SOUTHERN CALIFORNIA TRANE	BLDGS/IMPROVEMENTS	105,767.40 *
618736	MAINTENANCE SOLUTIONS, INC.	JANITORIAL SUPPLIES	676.87 *
618737	DAVID NGUYEN	DEPOSIT REFUND	1,200.00
		WATER REFUND	-59.75
			1,140.25 *
618738	CASON AYCOCK	OTHER PROF SERV	400.00 *
618739	ARROW INTERNATIONAL, INC.	MEDICAL SUPPLIES	3,202.07 *
618740	NGUYEN, FRANCIS T	CITATION DIST	51.00 *
618741	ARNULFO BRAVO	MISC REFUND	3.70 *
618742	VILLAGARANA, TESSA	CITATION DIST	51.00 *
618743	CALIFORNIA PUMPCRETE, INC.	OTHER MAINT ITEMS	302.10 *
618744	SUPPLY SOLUTIONS	WHSE INVENTORY	1,926.02 *
618745	SOUMELIA GOUNTOUMA	UNIFORMS	513.59 *
618746	YO-FIRE SUPPLIES	WHSE INVENTORY	3,735.48
		OTHER MAINT ITEMS	1,261.60
			4,997.08 *
618747	MSC INDUSTRIAL SUPPLY CO. INC.	OTHER MINOR TOOLS/EQ	510.74 *
618748	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	1,069.69 *
618749	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	100.00 *
618750	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	143,964.56 *
618751	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	MAINT-SERV CONTRACTS	675.00 *
618752	SOUTHERN COMPUTER WAREHOUSE, INC	ELECTRICAL SUPPLIES	83.42 *
618753	DME, INC.	OTHER MAINT ITEMS	1,392.68 *
618754	JAIME POMBO	FaCT:RLTNSHP PRG	100.00 *

PAGE TOTAL FOR "\*" LINES = 266,927.17

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
618755	INFOSEND, INC.	PROJECT REAPPROP	1,001.63 *
618756	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	3,149.07 *
618757	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	1,518.23 *
618758	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	5,912.72 *
618759	USA BLUE BOOK	LABORATORY CHEMICALS	421.10 *
618760	LAN HUONG NGUYEN	BUS OPER TAX REFUND	25.50 *
618761	LIEBERT CASSIDY WHITMORE	LEGAL FEES	682.50 *
618762	NICOLAE, CORNELIU	VIDEO PRODUCTION EXP	154.78 *
618763	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	32,230.00 *
618764	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	3,275.90 *
618765	MurCal, INC.	OTHER MAINT ITEMS	1,147.02 *
618766	LOUIE'S ON MAIN	ALARM PERMIT REF	10.00 *
618767	MIA DELGADO	DEPOSIT REFUNDS	85.00 *
618768	JAMES RANGEL	DEPOSIT REFUNDS	100.00 *
618769	CITY OF TUSTIN HUMAN RESOURCES	DUES/MEMBERSHIPS	250.00 *
618770	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	1,381.25 *
618771	CRESTLINE CO INC CRESTLINE SPECIALTIES, INC.	ADVERTISING	356.64 *
618772	DEPARTMENT OF TRANSPORTATION	MAINT-SERV CONTRACTS	207.64 *
618773	NGUYEN, THIEN THI	RENT SUBSIDY	1,234.00 *
618774	BERTINA PANG LOH CHANG	RENT SUBSIDY	531.00 *
W1770	CALIF STATE BOARD OF EQUALIZATION	FEE REFUND	287.79
		OTHER EDUCATION EXP	23.88
		COMMODITIES	12.64

PAGE TOTAL FOR "\*" LINES = 53,673.98

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		UNIFORMS	183.60
		SAFETY EQUIP	762.92
		MEDICAL SUPPLIES	52.59
		CAMERAS	156.22
		OTHER PROF SUPPLIES	127.17
		JANITORIAL SUPPLIES	53.68
		OTHER MAINT ITEMS	1,657.82
		REPRO SUPPLIES	36.70
		OFFICE SUPPLIES/EXP	178.06
		SAFETY EQ/SUPPLIES	123.98
		OTHER MINOR TOOLS/EQ	58.21
		PINS/MENTOS	182.68
		OTHER REC/CULT SUPP	78.06
			3,976.00 *
W1771	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	1,267.38 *
W1772	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,338.66 *
W1773	ORANGE COUNTY WATER DISTRICT	WTR PUMPING-OCWD	507,163.20 *
W1774	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	673,295.53 *
W1775	CALIF STATE BOARD OF EQUALIZATION	FEE REFUND	289.87
		ADVERTISING	60.00
		REPAIRS-FURN/MACH/EQ	14.70
		UNIFORMS	21.06
		SAFETY EQUIP	2,573.83
		MEDICAL EQUIPMENT	100.50
		BOOKS/SUBS/CASSETTES	11.60
		OTHER MAINT ITEMS	467.79
		GUNS/AMMUNITION	76.71
		OTHER MINOR TOOLS/EQ	250.93
		PINS/MENTOS	75.10
		MONITORED MINOR EQ	837.91
			4,780.00 *
W1776	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	7,887.28 *
W1778	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,874.20 *
W1779	ORANGE COUNTY WATER DISTRICT	WTR PUMPING-OCWD	3,283,846.79 *

PAGE TOTAL FOR "\*" LINES = 4,496,429.04


## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 02/14/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W1780	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	968,243.44 *
W1781	VISION SERVICE PLAN	VISION INSURANCE	10,596.06 *
W1782	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	56,023.19 *
W1783	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	761.88 *
W1784	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	OTHER PROF SERV	5,000.00 *
W1785	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	4,270.79 *
W1786	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	763.84 *
W1787	KS STATE BANK	INTEREST COSTS	325.29
		LONG TERM DEBT	7,551.79
			7,877.08 *
W1788	SUNTRUST	INTEREST COSTS	3,090.35
		LONG TERM DEBT	23,543.96
			26,634.31 *
W1789	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,060,251.33 *

PAGE TOTAL FOR "\*" LINES = 2,140,421.92

FINAL TOTAL 7,806,792.38 \*

DEMANDS #618464 - 618774 AND WIRES W1770 - W1789 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL FEBRUARY 14, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C. OKEREKE FINANCE DIRECTOR

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointments to City Commissions and to the Administrative Board of Appeals. ( <i>Action Item</i> )	Date:	2/14/2017

---

**OBJECTIVE**

To transmit the list of applicants received by the City Clerk's Office for the 2017 Commission and Administrative Board of Appeals appointments.

**BACKGROUND**

A press release announcing the City's acceptance of applications for Commissions and the Administrative Board of Appeals was provided to the public in December 2016, and again in January 2017, to extend the deadline for applications to January 31, 2017, for appointments to be made at the February 14, 2017, City Council meeting. The press release invited registered voters in Garden Grove interested in volunteering their time to apply through the City's website, or to pick up an application in the City Clerk's Office. Also, a Commission Summary List was published and posted on December 21, 2016, which lists the current Commissioners and their appointment date.

**DISCUSSION**

The attached is the list of registered voters who submitted their applications. The application allows each applicant to choose all or one Commission for an appointment by the Mayor with a majority vote of the City Council. The list is broken down by Commission, and if the applicant is currently serving, the Commission is abbreviated and in parenthesis next to the applicant's name.

**FINANCIAL IMPACT**

There is no financial impact.

**RECOMMENDATION**

It is recommended that the City Council:

- Consider the attached list of applicants for the 2017 appointments to City Commissions and the Administrative Board of Appeals.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
2017 Applicant List	2/9/2017	Cover Memo	2017_Applications.pdf



## **2017 COMMISSION APPLICANTS**

### **ADMINISTRATIVE BOARD OF APPEALS (5 Members)**

Arestegui, Arturo  
Brietigam, George E (NICC)  
Dankner, Gerald  
Degner, Adam  
Khan, Ruhina  
Lehman, Jeremy  
Manriquez, Raquel  
Newbold, Brian (Admin)  
Nguyen, Ha  
Nguyen, Vong  
Ruiz, Erica  
Serrano, Gerry  
Trinh, Tina

### **TRAFFIC (7 Members)**

Arbgast, Randy (Traffic)  
Brietigam, George E (NICC)  
Cepeda, Ricardo  
Dalton, Robert (Traffic)  
Degner, Adam  
Dibs, Nicholas  
Hyllested, Kurt  
Khan, Ruhina  
Lehman, Jeremy  
Lindsay, Josh  
Luu, Long  
Manriquez, Jaime  
Matsunaga, Roger  
McNear, James  
Merry, Pauline  
Newbold, Brian (Admin)  
Ngo, Peter  
Nguyen, Duy  
Nguyen, Minh  
Nguyen, Vong  
Rodgers, Kevin  
Rodriguez, John (Traffic)  
Ruiz, Erica

### **PLANNING (7 Members)**

Arbgast, Randy (Traffic)  
Barker, Michael C (Planning)  
Brietigam III, George S  
Dalton, Robert (Traffic)  
Dankner, Gerald  
Degner, Adam  
Dibs, Nicholas  
Do, Thanh  
Ernst, Paul  
Flores, Tony  
Kanzler, Andres (Planning)  
Kaskla, Priit  
Lazenby, Gary  
Lehman, Jeremy  
Lindsay, Josh  
Luu, Long  
Manriquez, Raquel  
McIntosh, Joshua (NICC)  
Merry, Pauline  
Mitchell, Charles  
Montoya, Rickk (Parks)  
Newbold, Brian (Admin)  
Nino, Darla  
Nguyen, Duy  
Nguyen, Ha  
Nguyen, Man Jordan  
Nguyen, Minh  
Nguyen, Vong  
Nuygen, Lactan (Planning)  
Paredes, Mark A (Planning)  
Pham, Kenny  
Ramirez, John (NICC)  
Rhee, Kevin  
Ruiz, Erica  
Salazar, Lupita  
Serrano, Gerry  
Soeffner, Dale (Parks)  
Taylor, Donald  
Trinh, Tina  
Truong, Lala  
Van Dam, John  
Zamora, Linda (Planning)

**PARKS, RECREATION, AND ARTS  
(7 Members)**

Arestegui, Arturo  
Baron, Artin (Parks)  
Canlas, Kathia L  
Cepeda, Ricardo  
Crawford, Bonnie  
Degner, Adam  
Dibs, Nicholas  
Hboubati, Hasan  
Jones, Beatrice  
Kaskla, Priit  
Khan, Ruhina  
Lehman, Jeremy  
Manriquez, Raquel  
McAneny, Brian  
McNear, James  
Merry, Pauline  
Moeckel, Lutz  
Nguyen, Minh  
Nguyen, Paul  
Nguyen, Vong  
Owston, Kathleen  
Perez, Andrea (Parks)  
Pham, Kenny  
Pham, Peterson (NICC)  
Ramirez, Nicole  
Ready, Jacquelin  
Ruiz, Erica  
Salicos, Marisa  
Serrano, Gerry  
Sisk, Leland  
Taylor, Donald  
Truong, Lala

**NEIGHBORHOOD IMPROVEMENT  
AND CONSERVATION  
(7 Members)**

Arestegui, Arturo  
Blackmun, Maureen (NICC)  
Brietigam, George E (NICC)  
Crawford, Bonnie  
Dankner, Gerald  
Degner, Adam  
Dibs, Nicholas  
Do, Thanh  
Garcia, Martin  
Gastelum, Rebecca  
Kaskla, Priit  
Khan, Ruhina  
Lehman, Jeremy  
McIntosh, Joshua (NICC)  
McNear, James  
Newbold, Brian (Admin)  
Nguyen, Minh  
Nguyen, Vong  
Pham, Kenny  
Pham, Peterson (NICC)  
Rodgers, Kevin  
Ruiz, Erica  
Serrano, Gerry

**MAIN STREET (7 Members)  
(6 members property  
owners/tenants and 1 member At  
Large)**

Crawford, Bonnie  
Gibson, Krystin (Main St)  
Halberstadt, Andrew (Main St)  
Hawkins, Patrick (Main St)  
Khan, Ruhina  
Lehman, Jeremy  
McIntosh, Joshua (NICC)  
McNear, James  
Merry, Pauline  
Pecor, Audrey (Main St)  
Ruiz, Erica  
Stewart, Jennifer (Main St)  
Taylor, Donald  
Weimer, Rebecca (Main St)  
Wietor, John (Main St)

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award of contract to W.M. Curbside, LLC, for the Used Motor Oil Recycling and Battery Collection Program. (Cost: \$257,500) ( <i>Action Item</i> )	Date:	2/14/2017

---

**OBJECTIVE**

For the City Council to award a contract to W.M. Curbside, LLC, to administer the City's Used Motor Oil Recycling and Battery Collection Program, in the fixed price amount of \$51,500 per year with an option to extend for a five year period for a total amount of \$257,500.

**BACKGROUND**

State law prohibits used hazardous waste from entering landfills due to toxicity levels, which include used motor oil and batteries. Over the past 15 years, the City has received state grant funding from the Department of Resources Recycling and Recovery's Oil Payment Program to help administer the City's Used Motor Oil Recycling Program, which includes a residential door-to-door collection program, grant administration and public education. In response to the 2006 state ban on batteries, the City initiated a battery collection program at City facilities with the intent of providing City staff with resources for proper battery disposal at designated sites. These services have been contracted out in the past due to the high level of expertise and certification in dealing with special handling, transportation, recycling and hazardous waste storage regulated by state and federal law.

**DISCUSSION**

The existing contract for the City's Used Motor Oil Recycling and Battery Collection Program expires on March 31, 2017. A Request for Proposal (RFP No. S-1199) was advertised on October 21, 2016. The proposal document was posted on the City's website on October 21, 2016, via the Planet Bids on-line bidding system. A mandatory pre-proposal meeting was held on November 2, 2016, with (3) companies in attendance. One proposal was received and opened on November 22, 2016. The Source Selection Committee (SSC) scores were completed on January 9, 2017. Based

on the proposal score results and level of expertise in providing this service, W.M. Curbside, LLC, was deemed the responsible bidder.

#### FINANCIAL IMPACT

There is no impact to the General Fund.

#### RECOMMENDATION

It is recommended that the City Council:

- Award the contract for RFP No. S-1199 to W.M. Curbside, LLC, to administer the Used Motor Oil Recycling and battery Collection Program, in the fixed price amount of \$51,500 per year with an option to extend one year at a time, not to exceed the amount of \$257,500, over a five-year period; and
- Authorize the City Manager to sign the contract on behalf of the City, and make minor modifications as appropriate thereto.

By: Raquel Manson, Sr. Administrative Analyst

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
RFP Score	2/2/2017	Backup Material	rfp_scores_-_2-14-17.pdf
Agreement	2/2/2017	Backup Material	WM_Curbside_2-14-17.pdf

Zimbra

rmanson@ci.garden-grove.ca.us

---

**RFP S-1199 FINAL SCORES**

---

**From :** Sandy Segawa <sandras@ci.garden-grove.ca.us>

Mon, Jan 09, 2017 09:23 AM

**Subject :** RFP S-1199 FINAL SCORES**To :** Raquel Manson <rmanson@ci.garden-grove.ca.us>**Cc :** Albert Holmon <ajh@ci.garden-grove.ca.us>**Reply To :** Sandy Segawa <sandras@ci.garden-grove.ca.us>

Raquel,

Here are the final scores. Please advise if you want to proceed with awarding a contract to W. M. Curbside so I can get the contract out to them.

	Waste Management Curbside, LLC
Price (25)	250
Project Plan (35)	245
Qualifications of Proposer (40)	320
	815
Price (25)	250
Project Plan (35)	280
Qualifications of Proposer (40)	360
	890
Price (25)	250
Project Plan (35)	315
Qualifications of Proposer (40)	360
	925
TOTAL	2630

Thank You,

Sandy

---

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **WM Curbside , LLC**, herein after referred to as "CONTRACTOR".

### RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR Provide All Labor, Material and Equipment Related to Administering the Household Hazardous Program for the City of Garden Grove per the Scope of Work in Attachment A.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

### AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of one (1) year from full execution of the agreement, with an option to extend said agreement additional four (4) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the mutual option of both parties. This agreement may be terminated by either party without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
  - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Fifty One Thousand Five Hundred Dollars (\$51,500.00), per year, payable in arrears and in accordance with Proposal Pricing form, Attachment B. All work shall be in accordance with RFP No. S-1199.

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing (Attachment B).

An annual CPI Index based on All Urban Consumers, CUURA421SA0 not seasonally adjusted, all items index (CPI-U) – Los Angeles County, Riverside County, Orange County average. An average for the twelve (12) month period ending on the date of January 31. The CPI Adjustment shall not exceed five percent (5%) in any given year. Two months prior to the contract renewal, the Contractor must provide documentation supporting this rate adjustment for the City's review.

- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

#### 4. Insurance Requirements

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work until all certificates and endorsements have been received and approved by the CITY. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CITY, 10 days notice shall be provided for cancellation due to non-payment of premium.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

- (b) Automobile liability in an amount of \$1,000,000.00 combined single limit, and including auto pollution liability and MCS-90 endorsement. **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Pollution legal liability in the amount of \$1,000,000.00. Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY. CITY shall be included as an additional insured. Contractor shall maintain a self-insured retention of not less than \$1,000,000 per occurrence for the pollution legal liability policy for the term of this contract.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) and 4.3 (c) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Auto Pollution Endorsement (MCS-90) for the policy under section 4.3 (b) shall also be provided for coverage under the auto pollution policy.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.



5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
  - a. (Contractor)  
WM Curbside, LLC  
Attention: Courtney A. Tippy, VP and Secretary  
5101 East La Palma Avenue, Suite 206  
Anaheim, CA 92807
  - b. (Address of CITY) (with a copy to):  
City of Garden Grove Garden Grove City Attorney  
11222 Acacia Parkway 11222 Acacia Parkway  
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.
15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** CONTRACTOR agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

**IN WITNESS THEREOF**, these parties have executed this Agreement on the day and year shown below.

Date: \_\_\_\_\_

**"CITY"**  
**CITY OF GARDEN GROVE**

By: \_\_\_\_\_  
**City Manager**

**ATTESTED:**

\_\_\_\_\_  
**City Clerk**

Date: \_\_\_\_\_

**"CONTRACTOR"**  
**WM Curbside, LLC**

By: David R. Murphy

Name: \_\_\_\_\_

Title: President

Date: \_\_\_\_\_

Tax ID No. \_\_\_\_\_

Contractor's License: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

Omar Landora  
Garden Grove City Attorney

1-31-17

**ATTACHMENT "A"**  
**SCOPE OF WORK**  
**RFP No. S-1199**

**Provide All Labor, Material and Equipment Related to Administering the  
Household Hazardous Program for the City of Garden Grove**

**BACKGROUND**

State law prohibits used hazardous waste from entering landfills due to toxicity levels, of which include used motor oil and batteries. Over the past 15 years, the City has received State grant funding from the Department of Resources Recycling and Recovery's (Calrecycle) Oil Payment Program to help administer the City's Used Motor Oil Recycling Program. This funding has fully supported the City's Used Motor Oil Recycling Program. In response to the 2006 State ban on batteries, the City initiated a battery collection program at City facilities with the intent of providing City staff with resources for proper battery disposal at designated sites. The internal battery collection service is funded through the Sanitary District.

**SCOPE OF WORK:**

Contractor will follow all current Calrecycle Used Motor Oil Recycling Grant Program requirements along with local, state and federal laws applicable to collection of hazardous waste (used motor oil, oil filters, and batteries) throughout the scope of work. Contractor will also assume all responsibility for ensuring that all licenses, permits and certificates required in connection with any and all services are obtained throughout the scope of this work.

**CONTRACTOR REQUIREMENTS:** Contractor must implement all California Code Regulations and the Department of Toxic Substances Control (DTSC) regulations. Contractor must provide proof of registration as a registered hazardous waste transporter with the Department of Toxic Substances Control in the bid package which the City will verify. Contractor must be registered with the DTSC on the bid submittal due date or the bid may be deemed as non-responsive.

**CERTIFIED USED OIL COLLECTION CENTER SITE VISITS AND OIL FILTER COLLECTION**

Contractor shall verify City businesses registered as Certified Used Oil Collection Centers (Certified Center). This verification will include on-site visits to fifteen (15) Used Oil Collection Center, completion of the "Collection Center Assessment Checklist", required signage, inquiry and assist on any program issues, and complete the Site Visit Report to be included in the City's Used Oil Annual Reporting, as required by Calrecycle. At these Certified Centers, it is agreed that they collect used motor oil and oil filters. Contractor will collect oil filters at the Certified Centers. *Used Oil Collection Centers will request pick up by Contractor on an as needed basis.*

**The 15 locations of the Certified Collection Centers are as follows:**

<b>No</b>	<b>Center Name</b>	<b>Street Address</b>	<b>City/Zip</b>
1	Auto Zone #3308	10842 W Katella Ave	Garden Grove, CA 92840
2	Auto Zone #5527	13190 Harbor Blvd	Garden Grove, CA 92843
3	AutoZone #2872	12056 Brookhurst Street	Garden Grove, CA 92841
4	Volkswagen of Garden Grove	10800 Trask Ave	Garden Grove, CA 92843
5	Firestone Store #27 JM	13961 Brookhurst St	Garden Grove, CA 92843
6	Firestone Store #2729	10081 Chapman Ave	Garden Grove, CA 92840
7	Jiffy Lube #1991	13970 Harbor Blvd	Garden Grove, CA 92843
8	Morrison Tire, Inc.	12045 Valley View St	Garden Grove, CA 92845
9	OC Nissan Garden Grove	9222 Trask Ave	Garden Grove, CA 92844
10	O'Reillys Auto Parts	9851 Chapman Ave	Garden Grove, CA 92841
11	O'Reillys Auto Parts	13933 Harbor Blvd	Garden Grove, CA 92843
12	Toyota Place	9670 Trask Avenue	Garden Grove, CA 92844
13	Auto Zone #5526	12951 Nelson St	Garden Grove, CA 92840
14	Certified Tire &Service Centers, Inc.	9572 Chapman Ave	Garden Grove, CA 92841
15	Garden Grove Kia	10081 Garden Grove Blvd	Garden Grove, CA 92844

**RESIDENTIAL DOOR-TO-DOOR COLLECTION:** Contractor must demonstrate experience in hazardous waste management and the operation of door-to-door household used motor oil program, transportation, waste analysis, waste collection, and storage and disposal operations. Contractor will provide all necessary services, qualified personnel, equipment, vehicles, facilities supplies, and documentation to collect, manage and dispose of waste for the program. The Contractor shall perform work under this Scope in compliance with all applicable local, state and federal laws and regulations. Tasks to be performed including the following:

**Hotline Operation and Management:** Contractor will operate and manage a toll-free hotline for residents to obtain program information and to schedule appointments. The hotline should be staffed during normal business hours, Pacific Time, with an after-hours message and recording service where

resident can leave information on how to be contacted the following business day.

**Participant Screening:** Each participant is eligible for pick-up of up to 10 gallons of used motor oil and 5 used oil filters. Contractor will screen residents for program eligibility. Business waste will not be accepted through this program. Waste must be derived from retail sales to the general public and related to reasonable activities of a homeowner or residents. Residents requesting less than 2 gallons of used motor oil will be directed to a Certified Center. Residents inquiring about other household hazardous waste (e.g. sharps, paint, etc.) will be directed to the County's household hazardous collection sites.

**Collection:** Contractor will provide instructions necessary to properly and safely package waste for collection. Vehicles must be appropriately licensed and suited to collect and transport used motor oil. All spills resulting from the collection shall be addressed and properly cleaned up by the Contractor.

**Storage and Disposal:** Waste shall be properly stored and disposed of according to all local, state and federal regulations. The selected Contractor shall assume generator status for all waste collected.

**Reporting and Documentation:** The selected Contractor shall maintain proper program documentation. Monthly invoice reports shall include addresses of participants and amount of each type of material collected for the month and total pounds collected. All manifest and waste tracking documents shall be provided upon request.

**Supplies:** Contractor will provide all supplies, personnel, facilities and vehicles required for the program.

## **GRANT ADMINISTRATION**

Contractor will assist City with grant administration of Calrecycle's Oil Payment Program, including, but not limited to the preparation of reimbursement requests to the State, assisting with administrative compliance issues, and preparation of required status reports along with the required annual grant reporting. Contractor will assist with creating a budget of anticipated expenditures to stay within City's grant funding.

## **PUBLIC EDUCATION**

To increase public awareness of the benefits of recycling used motor oil, Contractor will create a Public Education Budget approved by the City and facilitate outreach efforts. The public outreach methods include, but are not limited to, City utility bill inserts, newspaper ads and flyers. All advertisements will be approved by the City prior to reaching the public. Related materials for public outreach purposes may be purchased on behalf of the City and later billed to the City, which includes, but are

not limited to, oil rags, and oil funnels. Prior to purchasing outreach materials, Contractor must receive City approval to ensure purchased materials meet eligibility requirements under grant guidelines.

#### **BATTERY COLLECTION AT CITY FACILITIES**

Contractor shall provide all services necessary for the loading, transporting and handling of all batteries collected from designated City facilities that adhere to all applicable federal, state and local regulations. All manifest and waste tracking documents shall be provided upon request. Battery containers will be provided by the Contractor and replaced if needed at the designated City locations. *City shall request pick up of batteries by Contractor on an as needed basis.*

**ADDENDA:** Addenda Number One and Two also apply to this contract.



RFP NO. S-1199  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
"ATTACHMENT B"

THE HONORABLE MAYOR AND CITY COUNCIL CITY  
OF GARDEN GROVE  
11222 ACACIA PARKWAY  
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to: Provide All Labor, Material and Equipment Related to Administering the Household Hazardous Program for the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

Please list the pricing in the unit of measure indicated. DO NOT make any changes to this form or leave any lines blank. Incomplete Proposal Pricing forms will not be considered and may be deemed as non-responsive.

TYPE	LOCATION	ADDRESS	UNIT
1. Used Motor Oil	15 Certified Collection Centers	SEE LIST PROVIDED IN SCOPE OF WORK	\$ 200.00 PER DRUM
2. Annual Site Inspections	15 Certified Collection Centers	SEE LIST PROVIDED IN SCOPE OF WORK	\$100. .00.00 PER HOUR
3. Advertising- Utility Bill Insert	N/A Done 3-6 times per year (30,000 Qty printing/delivery ; insert size 8.5 x 3.66"; delivery location at Infosend-4240 E. La Palma Avenue Anaheim, CA 92807)	N/A	\$ 1,364.00 Bill Insert  (For each group of 30,000 utility bill inserts, total cost to vary depending on 3-6 x)
4. Advertising-	N/A Done 4-9 times per year (Direct mail piece with grocery ads- big sheet- 8.375"x12", double sided)	N/A	\$ 2,560.00 grocery ad  (per drop, total cost to vary, depending upon 4-9 x of this amount)

5. Two (2) Annual State Report	N/A (Calrecycle Oil Payment Program's Annual Report and CalRecycle 303 report for Household Hazardous Waste Collection Information )	N/A	\$270.00 for Both Annual Reports
6. Used Motor Oil	Residential Door-to Door Collection	VARIOUS LOCATIONS	\$ <u>90.00</u> PER STOP
7. Batteries	Garden Grove City Hall	11222 Acacia Parkway, Garden Grove, CA	\$ <u>180.00</u> PER STOP
8. Batteries	Garden Grove Municipal Service Center	13802 Newhope Street, Garden Grove, CA	\$ <u>180.00</u> PER STOP
9. Batteries	H. Louis Lake Senior Center	11300 Stanford Avenue, Garden Grove, CA	\$ <u>180.00</u> PER STOP
10. Batteries	Garden Grove Fire Station # 1	11301 Acacia Parkway Garden Grove, CA	\$ <u>180.00</u> PER STOP

## **PROPOSAL PRICING**

RFP NO. S-1199: HOUSEHOLD HAZARDOUS WASTE PROGRAM "ATTACHMENT B" CONT.

PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES THAT ARE NOT ALREADY INCLUDED IN TEMS 1-10 ABOVE.

### **HOME COLLECTON PROGRAM FOR OIL AND OIL FILTERS**

WM Curbside, LLC will invoice the municipality for completed home collections. A collection of oil and oil filters from a participating household in the contracted area is considered a *completed home collection* or *stop*. Only completed stops will be billed.

The cost of a completed stop at each participating household is \$90.00.

### **CERTIFIED CENTER PROGRAM**

WM Curbside, LLC will complete CalRecycle's required annual site visits to participating Certified Centers with in the municipality's jurisdiction. Then complete OPP grant required paperwork and submit to municipality along with annual report.

The cost per visit to each Certified Collection Center is \$100.00 per site

### **OIL FILTER COLLECTION SERVICE**

WM Curbside, LLC will collect drums of used oil filters from the Certified Collection Centers or any approved, designated site at a cost of \$ 200.00 per drum.

### **GRANT REPORT**

Each Oil Program Payment Program grant cycle, which is sponsored by CalRecycle, requires completion of documentation for the grant process. We are able to offer the assistance with completing the required documentation.

The cost to complete the OPPP grant 303 Form is \$135.00

The cost to complete CalRecycle Annual Collection Report is \$135.00

**WM CURBSIDE, LLC**

**Action by Written Consent of the Sole Member**

The undersigned, being the Sole Member of WM CURBSIDE, LLC, a(n) Delaware limited liability company (the "Company"), hereby consents to the taking of the following action in lieu of a meeting of the Members of the Company and hereby waives any notice whatsoever required to be given in connection therewith:


**Corporate Seal**

RESOLVED, that in addition to any previously adopted corporate seal of the Company, the corporate seal, an impression of which is affixed below, is hereby adopted for use (i) as may be deemed necessary, advisable or appropriate in connection with the issuance of surety bonds, undertakings and/or similar instruments, or (ii) in connection with any other actions deemed necessary, advisable or appropriate in the judgment of the Secretary or any Assistant Secretary.

The Secretary or Assistant Secretary of the Company is directed to file a copy of this written consent with the minutes of the proceedings of the Company.

Dated: July 1, 2013

WASTE MANAGEMENT NATIONAL SERVICES, INC.,  
Sole Member

  
\_\_\_\_\_  
Linda J. Smith, Vice President

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of a Facility Usage Agreement for the Strawberry Bowl Festival Amphitheater with LFA Group, LLC. ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

The purpose of this report is to request that the City Council approve a Facility Usage Agreement between the City and LFA Group, LLC (LFA) for operation of the Strawberry Bowl Festival Amphitheater (Amphitheater).

**BACKGROUND**

In 2013, under the direction of John Walcutt, Shakespeare Orange County (SOC) entered into a Facility Usage Agreement with the City for operation of the Amphitheater for the months of May through September. Additionally that year, the City entered into a separate agreement with M&D Silva Enterprises dba Strawberry Productions, Inc. (M&D), to operate the theater from October through April. M&D expanded cultural arts within the community by bringing movies, concerts and comedy performances to the theater and continue to do so. Both Agreements expire December 31, 2018. In November 2016, the City received a proposal from the LFA to manage operations at the Amphitheater. LFA has more than 35 years of experience in the entertainment and restaurant industry, including the development of several night clubs, bars and restaurants, as well as concert promotion and concert venues.

**DISCUSSION**

The Agreement with LFA provides for a 10-year lease, with two (2) additional five-year options. In lieu of rental payments for years one (1) through five (5), LFA will guarantee a minimum investment of \$125,000 to improve and update the facility within the first four (4) years of the Agreement. At the time of occupancy, an assessment of the Amphitheater will be conducted to determine the required repairs and improvements, and to accept LFA's improvement schedule. Following year five (5), LFA will commit to \$20,000 of capital facility improvements per year in lieu of a rental payment.

In addition to providing \$125,000 in capital improvements over the first four (4) years of the Agreement, upon their possession of the Amphitheater, LFA will be installing an additional \$165,000 in lighting and sound equipment to the Amphitheater. Prior to LFA taking possession of the Amphitheater, LFA will enter into sublease agreements with both SOC and M&D Silva. City staff has met with SOC and M&D about this proposal, both parties are supportive of the initiative, and are encouraged by the opportunity to realize significant technical and capital improvements to the facility.

LFA will book live entertainment (indie bands, comedy, and theater), corporate meetings/seminars, and special events (holiday, non-profit, and private) at the Amphitheater. The Agreement provides the ability for LFA to conduct live entertainment with operational hours up to 11:00 p.m., with restricted sound amplification after 10:00 p.m. The Agreement provides for LFA to explore naming rights for the Amphitheater, with all funds being placed back into the facility. The Agreement does support LFA obtaining a Type 47 General Alcohol Sale License, requiring twenty-percent (20%) of the net alcohol sale profits to be passed on to the Garden Grove Community Foundation.

#### FINANCIAL IMPACT

At present, the City currently pays up to a maximum of \$20,000 toward the cost of utilities at the Amphitheater, and under the Agreement, would continue this assistance in lieu of SOC receiving free stage use (not including front of house costs). This cost is currently paid out of the City's General Fund and would continue under the new Agreement.

Additionally, the City pays SOC \$20,000 annually to subsidize the performance of Shakespeare. This cost is paid out of the Cultural Arts Fund, and would continue under a new Program Funding Agreement with SOC. The City is currently responsible for the maintenance of Amphitheater, ancillary buildings and surrounding facility improvements. This would continue under the new Agreement, and LFA would be responsible for interior improvements including certain interior maintenance, janitorial, lights, and minor plumbing.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve a Facility Usage Agreement with LFA Group, LLC, for operation of the Strawberry Bowl Festival Amphitheater; and
- Authorize the City Manager to implement Section 2(a) of the existing Facility Usage Agreement, Termination Without Cause, between the City and Shakespeare Orange County and the City and M&D Silva Enterprises, dba Strawberry Productions, Inc.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Facilities Usage Agreement	2/7/2017	Backup Material	Facilities_Usage_Agreement_- _LFA.pdf

**FACILITIES USE AGREEMENT**  
(Festival Amphitheater – LFA Group, LLC)

THIS AGREEMENT is made and entered into this \_\_\_\_ day of February, 2017, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY," and LFA GROUP, LLC, a California limited liability company, hereinafter referred to as "LFA."

RECITALS

- A) CITY owns a 540-seat Amphitheater, known as the "Strawberry Bowl Festival Amphitheater," located at 12762 Main Street, Garden Grove, California, 92840 (the "Amphitheater").
- B) LFA desires to use the Amphitheater for the purposes of programming professional theatrical performances, cultural artistic events and performances, and bookings of other events.

AGREEMENT

SUBJECT TO THE TERMS AND CONDITIONS HEREIN, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1) TERM. This Agreement shall commence, and LFA shall take possession of the Amphitheater, on the 1<sup>st</sup> day of March, 2017, and shall continue through December 31, 2027 (the "Term"). Subject to the mutual agreement of the parties, the Term may be extended in five-year increments for an additional two terms. LFA accepts the Amphitheater in an "As Is" condition without any representations or warranties being made by CITY. CITY expressly disclaims any warranty or representation with regard to the condition, safety or security of the Amphitheater or the suitability of the Amphitheater for LFA's intended use.
- 2) TERMINATION.
  - a) TERMINATION WITHOUT CAUSE. Either party may terminate this Agreement without cause by giving written notice of such termination at least one hundred eighty (180) days prior to the intended date of termination.
  - b) TERMINATION FOR CAUSE. Either party may terminate this Agreement upon any material breach by the other party by providing written notice specifying the nature of said breach. Unless the Section of this Agreement that is the subject of the breach provides for a grace period for performance or specifies a longer cure period, the breaching party shall have 30 days to cure the breach. Upon the failure to cure the breach within the 30-day period, the Agreement shall be deemed terminated.



- c) **HOLDING OVER.** Upon termination of this Agreement, possession of the Amphitheater shall be surrendered to CITY immediately. In the event LFA holds over beyond the Term herein provided with the express or implied consent of the CITY, such holding over shall be from month to month only, subject to the conditions of this Agreement. Such holding over shall not be construed as a renewal of this Agreement and shall be at the monthly compensation provided in this Agreement. Such holdover period shall be subject to termination upon 30 days' notice.
  - d) **TRADE FIXTURES AND PERSONAL PROPERTY.** Upon the termination of the Agreement, LFA shall remove all of its trade fixtures, furniture, and equipment on the Amphitheater to the extent they are not permanently affixed, and immediately repair any damage resulting from such removal so as to leave the Amphitheater in the condition required in this subsection. LFA may finance its movable fixtures and equipment installed in the Amphitheater, and such financing will not be considered an assignment, provided it does not confer an interest in the Amphitheater.
  - e) **OWNERSHIP OF IMPROVEMENTS; CONDITION ON LFA'S SURRENDER.** Subject to Section 6(a), the Amphitheater and all improvements constructed, attached or used on the Amphitheater are and shall remain the property of CITY. On the date of termination of this Agreement, LFA shall peaceably surrender and quit the Amphitheater and all improvements broom clean, in good order, condition and repair, reasonable wear and tear excepted only, free of hazardous materials caused to have occurred or been released at, on, or about the Amphitheater during LFA's possession during this Agreement, and lien free, except to the extent that the condition of disrepair existed on or before March 1, 2017.
- 3) **PROGRAMMING.** LFA shall coordinate the use of the Amphitheater by community, educational and professional groups for programming of professional theatrical performances, cultural artistic events and performances, as more fully described in Exhibit "A," attached hereto and made a part hereof by this reference. In the event of any inconsistency between the terms of Exhibit "A" and this Agreement, this Agreement shall govern.
  - 4) **FACILITY USE.** Use of the Amphitheater shall be subject to the following conditions:
    - a) CITY reserves the right to use the Amphitheater for CITY functions two (2) times per year subject only to front of house costs, if any, as determined by the parties in writing prior to CITY's function, and subject to LFA's approval of the dates and times of such functions, which will not unreasonably be withheld. CITY shall submit a use request for each such use in writing no later than 30 days prior to the desired date of use. CITY acknowledges that LFA scheduled and publicized performance dates shall take priority over any requested CITY use of the Amphitheater.

- b) In consideration for the annual activities of the Strawberry Festival Association (ASSOCIATION) during Memorial Day weekend, as provided in an existing Agreement with CITY, the Amphitheatre shall be reserved for use by the ASSOCIATION free of charge for the period beginning the Saturday before the Strawberry Festival and continuing through Memorial Day, or as otherwise mutually agreed by ASSOCIATION and CITY. LFA shall provide stage, lighting, sound, and restroom facilities for ASSOCIATION use.
- c) CITY reserves the right to contract with an operator to produce and perform up to 24 live Shakespeare performances per year. To this end, CITY has an existing use agreement for the Amphitheater with Shakespeare Orange County effective through December 31, 2018, which CITY has agreed to terminate prior to the effective date of this Agreement, provided that Shakespeare Orange County programming is incorporated into an agreement between LFA and Shakespeare Orange County for continuation of Shakespeare performances at the Amphitheater. In consideration thereof, LFA will enter into a written use, license or sublease agreement with Shakespeare Orange County for use of the Amphitheater for 24 performances commencing March 1, 2017 through December 31, 2018. Shakespeare Orange County and LFA shall have the option to mutually extend the use agreement for up to five (5) additional years. Shakespeare Orange County shall have free use of the stage only, and may otherwise be charged for the costs of lighting, sound, janitorial, grounds, and front of house costs associated with its use of the Amphitheater. Furthermore, Shakespeare Orange County shall be permitted to use the Snack Bar area and Green Room for their annual fundraiser during Memorial Day Weekend. In the event that Shakespeare Orange County discontinues its programming and performances as provided herein, CITY may contract with another operator to continue to produce Shakespeare performances.
- d) CITY has an existing use agreement for the Amphitheater with M&D Silva Enterprises, Inc., d.b.a. Strawberry Productions, Inc. (M&D) effective through December 31, 2018, M&D Silva shall have the option to mutually extend the use agreement for up to five (5) additional years. CITY has agreed to terminate the Agreement with M&D Silva prior to the effective date of this Agreement. In consideration thereof, LFA will enter into a written use, license or sublease agreement with M&D for use of the Amphitheater commencing March 1, 2017 through December 31, 2018. M&D shall pay \$250 per event day, plus cost of lighting, sound, janitorial, grounds, and front of house costs.
- e) LFA shall ensure that all productions carried out in furtherance of this Agreement are of a professional quality. Should any production include content generally referred to either as "adult" or "designed for mature audiences", LFA shall prominently advertise said production to the public as such. No lewd, obscene, libelous or hate-promoting performances shall be allowed in the Amphitheater.

- f) If, in the professional opinion of CITY's Chief of Police, there is a clearly identifiable reason that special security arrangements are needed for any particular event, CITY shall promptly advise LFA of said need. Once so notified, LFA shall be responsible for making such arrangements and paying for all costs for such security.
- g) LFA is permitted to explore naming rights for the Amphitheater subject to a written agreement between the parties.
- h) CITY will support LFA's application for a Type 47 alcoholic beverage sales license for the sale of alcoholic beverages within the Amphitheater, provided that LFA shall share 20% of the net proceeds from the sale of alcoholic beverages with the Garden Grove Community Foundation. "Net proceeds" for purposes of this section shall mean alcohol sale revenue minus the costs of goods (alcohol purchases, mixers, and garnishes), bar supplies (barware, serving containers, straws, and napkins), bar labor (bartenders, bar manager), and sales tax.
- i) GOVERNMENT APPROVALS. LFA shall be responsible for obtaining all approvals and permits from all governmental agencies having jurisdiction over any activity or work performed by LFA, its contractors and subcontractors, at the Amphitheater.
- j) COMPLIANCE WITH LAWS AND REGULATIONS. The term "Governmental Regulations" means all federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, or requirements now in force or which may hereafter be in force. Subject to LFA's right to contest the same, LFA shall, at all times, comply with all applicable Governmental Regulations, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, zoning and development, building, plumbing, mechanical and electrical codes, and all other provisions of the City of Garden Grove Municipal Code, and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. §12101 et seq., Government Code §4450 et seq., and the Unruh Civil Rights Act, Civil Code §51 et seq. Nothing in this Agreement is a representation or warranty by CITY, and LFA hereby expressly acknowledges and agrees that CITY has not previously affirmatively represented to LFA or its agents, in writing or otherwise, that any LFA improvement or construction or erection of improvements performed on the Amphitheater on or after the date of this Agreement is not a "public work," as defined in Section 1720 et seq. of the California Labor Code, including but not limited to Sections 1771 and 1781. LFA hereby agrees that LFA shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. In addition to any other LFA indemnifications of CITY set forth in this Agreement, LFA shall

indemnify, protect, defend and hold harmless the CITY and its officers, employees, contractors and agents, with counsel reasonably acceptable to CITY, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with construction at (as defined by applicable law) and/or operation of the Amphitheater, results or arises in any way from any of the following: (1) the noncompliance by LFA of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by LFA to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with any construction (as defined by applicable law) of improvements on the Amphitheater, maintenance and repairs by LFA, LFA shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement.

- k) SAFETY. LFA shall immediately correct any unsafe condition of the Amphitheater, as well as any unsafe practices occurring thereon. LFA shall cooperate fully with CITY in the investigation of any injury or death occurring on the Amphitheater, including a prompt report thereof to CITY.
- 5) REPORTING. LFA shall submit to CITY, no later than January 31, 2018 and each year thereafter, the reports enumerated below. In the event that City Hall is closed on a date on which a report is due, that report will be considered to be due on the next day that City Hall is open.
- a) LFA shall provide an annual report of events and activities at the Amphitheater that occurred in the prior year, and which are booked as of December 31<sup>st</sup>.
  - b) LFA shall submit financial statements of its income and expenses related to the Amphitheater covering the prior calendar year.
- 6) RENT AND FINANCIAL OBLIGATIONS.
- a) RENT. Rent for use of the Amphitheater is hereby established to be the monthly rate of TWO THOUSAND DOLLARS (\$2,000.00) per month, provided that CITY shall provide LFA credit in lieu of remitting payment of Rent as follows:

- i. From March 1, 2017 through December 31, 2022, LFA shall pay no rent provided that LFA completes capital improvements to the Amphitheater of at least \$125,000.00 by December 31, 2021. The value of the improvements shall be determined by the standard valuation applicable to the permits issued by CITY's Building Department, or as otherwise agreed to in writing by the parties. Should CITY terminate the Agreement for convenience per Section 2(a) during the term of this subsection, CITY agrees to pay the value of completed capital improvements minus the rent due for LFA's possession of the Amphitheater during the same term. CITY shall not be liable to pay any reimbursement in the event of termination for cause per Section 2(b) or in the event LFA terminates the Agreement for convenience.
- ii. For the remaining 5 years of the Term, LFA shall pay no rent provided that LFA completes annual capital improvements to the Amphitheater of at least \$20,000.00 commencing January 1, 2023 and annually thereafter. For any year in which capital improvements to the Amphitheater are less than \$20,000.00, LFA shall remit Rent to CITY for the balance of the Rent due for the year minus the cost of capital improvements for the subject year ending December 31<sup>st</sup>. Rent shall be remitted to the CITY by January 31<sup>st</sup> of the following year at the address listed in Section 15(d) below. Should CITY terminate the Agreement for convenience per Section 2(a) above during the term of this subsection, CITY agrees to pay the value of completed capital improvements for the year commencing January 1, 2023 minus the rent due for LFA's possession of the Amphitheater during the year of termination. CITY shall not be liable to pay any reimbursement in the event of termination for cause per Section 2(b) or in the event LFA terminates the Agreement for convenience.
- iii. For any Rent payment due, any Rent for any period which is less than one month shall be a prorated portion of the monthly installment based upon a 30 day month. Rent shall be paid to CITY without deduction or offset, in lawful money of the United States of America.
- iv. No payment by LFA or receipt by CITY of a lesser amount than any payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and CITY may accept such check or payment without prejudice to CITY's right to recover the balance of such payment of Rent or to pursue any other remedies available to CITY. No receipt of money by CITY from LFA after the termination of this Agreement or LFA's right of possession of the Amphitheater shall reinstate, continue or extend the Term.

b) ADDITIONAL FINANCIAL OBLIGATIONS.

- i. SECURITY DEPOSIT. There is no security deposit required of, or received from, LFA under this Agreement.
- ii. LIGHTING AND SOUND EQUIPMENT. LFA will install at the Amphitheater an additional \$165,000.00 in lighting and sound equipment.
- iii. REAL PROPERTY TAXES. Pursuant to Revenue & Taxation Code §107.6, should a property interest be created herein, it may be subject to property taxation and LFA may be subject to property taxes levied on such interest. In no event shall CITY be liable for any taxes owed as a result of this Agreement or LFA's use of the Amphitheater. CITY shall use reasonable efforts to cause all bills for Taxes payable by LFA hereunder to be sent directly to LFA, in which event, from and after the effective date of this Agreement, LFA shall pay, prior to delinquency, all Taxes assessed during the Term. Taxes for any partial year shall be prorated.
- iv. PERSONAL PROPERTY TAXES. LFA shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to LFA. LFA shall use commercially reasonable efforts to have personal property taxed separately from the Amphitheater. If any of LFA's personal property is taxed with the Amphitheater and paid by CITY, LFA shall reimburse CITY the taxes for the personal property within 15 days after LFA receives a written statement from CITY for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by CITY.
- v. CONTESTING TAXES. LFA shall have the right to contest any Taxes, at its own cost and in its own name, and CITY shall not pay any such Taxes; provided, however, that LFA shall take such steps as may be required to perfect the contest, including payment of the Taxes under protest prior to an appeal of adverse determination of the contest. Upon final determination of any such contest (and if the Taxes have not already been paid under protest), LFA shall pay the Taxes for which it is responsible hereunder as they are finally determined and all penalties, interest, costs, and expenses which may thereupon be due or have resulted therefrom. If LFA contests any Taxes and such contest interferes with any proposed sale, financing or refinancing affecting the Amphitheater, which CITY has either commenced or is about to commence, upon CITY's written request, LFA shall either furnish to CITY security in the amount of such contested Taxes, plus estimated costs and interest, or a bond of a responsible corporate surety in such amount.

- b) RECORD OF EXPENSE. LFA shall keep complete and accurate records of all expenses associated with capital improvements to be submitted for credit.

- c) LFA agrees to establish and maintain an accounting system adhering to generally accepted accounting practices, and shall provide an annual financial statement to CITY.
- 7) FACILITY MAINTENANCE, REPAIRS AND ALTERATIONS. Generally, LFA shall provide for the interior maintenance of the Amphitheater and office/annex, and CITY shall provide exterior maintenance and building repairs.
- a) CITY OBLIGATIONS. Except for the capital improvements for which LFA is receiving Rent credit pursuant to Section 6(a), CITY shall keep the Amphitheater, including the building, interior and exterior walls, roof and common areas in good condition and repair; provided, however, CITY shall not be obligated to paint, repair or replace interior wall coverings, or to repair or replace any improvements that are not ordinarily a part of the building or that exceed building code standards. CITY agrees to consult and coordinate repairs and improvements with LFA. CITY and LFA may agree to perform enhanced improvements subject to LFA funding of additional costs, and subject to CITY providing credit therefor to LFA towards LFA's Rent credit under Section 6(a). There shall be no liability to CITY on account of any injury or interference with LFA's business with respect to any improvements, alterations or repairs made by CITY to the Amphitheater or any part thereof. LFA expressly waives the benefits of any statute now or hereafter in effect, which would otherwise afford LFA the right to make repairs at CITY's expense or to terminate this Agreement because of CITY's failure to keep the Amphitheater in good order, condition and repair, including, but not limited to Sections 1932, 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
  - b) LFA OBLIGATIONS. Notwithstanding CITY's obligation to keep the Amphitheater in good condition and repair, LFA shall be responsible for payment of the cost thereof to CITY for that portion of the cost of any maintenance and repair of the Amphitheater, or any equipment that serves only LFA or the Amphitheater, to the extent such cost is attributable to causes beyond normal wear and tear. LFA shall be responsible for the cost of painting, repairing or replacing wall coverings, and for repairing or replacing any Amphitheater improvements that are not ordinarily a part of the building or that exceed building code standards. CITY may, at its option, upon reasonable notice, elect to have LFA perform any particular such maintenance or repairs, the cost of which is otherwise LFA's responsibility hereunder. LFA shall provide custodial services (including, but not limited to, cleaning of all restrooms, upholstery, carpeting and windows), and shall maintain the Amphitheater in a clean and orderly state.
  - c) ALTERATIONS. LFA shall make no additional alterations, structural modifications, remodeling, or change in use of any portion of the Amphitheater without the prior written permission of CITY, which will not be unreasonably withheld.

- d) LIENS. LFA shall not permit to be placed against the Amphitheater any mechanics', materialmen's, contractors', subcontractors' or other liens. LFA shall indemnify, defend (with counsel acceptable to CITY) and hold CITY harmless from all liability for any and all liens, claims and demands, together with the costs of defense and reasonable attorneys' fees related to same. CITY reserves the right, at any time and from time to time, to post and maintain on the Amphitheater, any portion thereof or on the improvements on the Amphitheater any notices of non-responsibility or other notice as may be desirable to protect CITY against liability. In addition to and not in limitation of CITY's other rights and remedies under this Agreement, should LFA fail, within 15 days of a written request from CITY, to discharge any lien or claim related to LFA's use of the Amphitheater, or to indemnify, hold harmless and defend CITY from and against any loss, damage, injury, liability or claim arising out of LFA's use of the Amphitheater, then CITY, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages, or settle or discharge any action or satisfy any judgment and all costs, expenses and attorneys' fees incurred in doing so shall be paid to CITY by LFA upon written demand, together with interest thereon at the rate of 7% per annum (but in no event more than the maximum interest rate permitted by law) from the date incurred or paid through and including the date of payment.
- e) On the last day of the Term hereof, or on any sooner termination, LFA shall surrender the Amphitheater to CITY in the same or reasonably similar condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Amphitheater shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices by LFA. LFA shall repair any damage to the Amphitheater occasioned by the installation or removal of LFA's trade fixtures, alterations, furnishings and equipment. Except as otherwise stated in this Agreement, LFA shall leave the air lines, power panels, electrical distribution systems, lighting fixtures not provided by LFA, air conditioning, window coverings, carpets, wall paneling, ceilings and plumbing on the premises and in good operating condition. LFA shall be entitled to remove the sound and lighting systems it provides, but shall not remove any of the other capital upgrades made to the Amphitheater.
- 8) UTILITIES. As consideration for, and assistance to, Shakespeare Orange County using the Amphitheater as provided for in Section 4(c), CITY shall pay for utility services, in an annual amount (commencing March 1, 2017 through December 31, 2017, then each calendar year thereafter commencing January 1 through December 31st) not to exceed twenty thousand dollars (\$20,000), for the provision of water, natural gas, waste disposal and electricity. In the event that LFA exceeds the annual amount provided by CITY for utility services, LFA shall be responsible for payment of excess costs. Any monthly utility services costs in excess of \$1,666.66 shall be the sole responsibility of LFA. All other utility charges shall be the sole responsibility of LFA. In the event that



Shakespeare Orange County ceases to use the Amphitheater as provided for in Section 4(c), the parties will negotiate CITY's continuing payment for utility services.

9) INSURANCE REQUIREMENTS.

- a) COMMERCIAL GENERAL LIABILITY. LFA, at its sole cost and expense, shall, during the entire Term, any extension and holdover period, keep in full force and effect a policy or policies of commercial general liability insurance and property damage insurance with respect to the Amphitheater and LFA's operations in which the combined single limit of liability shall be not less than \$2,000,000. LFA shall also maintain a standard form all-risk policy covering fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of LFA. Said policies shall name CITY as additional insured and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving CITY 30 days' prior written notice, except cancellation for nonpayment of premium, in which case only 10 days' prior written notice shall be required. LFA's commercial general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of LFA under this Agreement and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Amphitheater are located.
- b) RISK OF LOSS. CITY shall not be liable for injury to any person or for any damage to personal property sustained by LFA or others that are caused by any defects in the Amphitheater, or any service facilities or due to the happening of accident, including any damage caused by water, wind storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus; theft; or acts or omissions of co-users or other occupants of the Amphitheater, or hereafter occurring therein or due to any part or appurtenance thereof, including any and all furniture, fixtures, and equipment of LFA becoming out of repair, or from any act or omission of LFA.
- c) WAIVER OF SUBROGATION. LFA hereby releases CITY from liability and waives all right of recovery against CITY for any loss in or around the Amphitheater from perils insured against under its fire or liability insurance contracts, including any all-risk endorsements thereof, whether due to negligence or any other cause, provided that this section shall be inapplicable if it would have the effect, but only to the extent it would have the effect, of invalidating any insurance coverage of CITY or LFA. Nothing herein shall relieve LFA of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive

subrogation in accordance with this section. LFA shall, at the request of CITY, execute and deliver to CITY a Waiver of Subrogation in the form and content as reasonably required by CITY's insurance carrier. To the extent LFA fails to maintain the insurance required under the terms of this Agreement, such failure shall be a defense to any claim asserted by LFA against CITY by reason of any loss sustained by LFA due to circumstances that would have been covered had such required insurance been maintained.

- d) CERTIFICATE OF INSURANCE. A certificate and/or policies issued by the insurance carrier for each policy of insurance required to be maintained by LFA under the provisions of this Agreement shall be delivered to CITY upon or before the delivery of possession to LFA of the Amphitheater for any purpose. Each of said certificates of insurance and each such policy of insurance required to be maintained by LFA hereunder shall expressly evidence insurance coverage as required by this Agreement.
- e) For any claims related to this Agreement, LFA's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents, or volunteers shall be excess of LFA's insurance and shall not contribute with it.

10) ENVIRONMENTAL MATTERS.

- a) HAZARDOUS MATERIALS LAWS; HAZARDOUS MATERIALS. "Hazardous Materials Laws" means any and all federal, state or local laws, ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law") relating to hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Amphitheater, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., any amendments to the foregoing, and any similar federal, state or local laws, ordinances, rules, decrees, orders or regulations. "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, gasoline, petroleum product or other product used in the servicing of motor vehicles, polychlorinated biphenyls or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, designated in or governed by any Hazardous Materials Law; (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of LFA or CITY with respect to any third person under any Hazardous Materials Law.

- b) USE. LFA shall not allow any Hazardous Material to be used, generated, released, stored or disposed of on, under or about, or transported from, the Amphitheater, unless: (a) such use is specifically disclosed to and approved by CITY (which approval may be granted or withheld in CITY's sole discretion) prior to such use; and (b) such use is conducted in compliance with the provisions of this section. CITY may approve such use subject to conditions to protect the Amphitheater and CITY's interests. CITY may, without limitation, withhold approval if CITY determines that such proposed use involves a risk of a release or discharge of Hazardous Materials or a violation of any Hazardous Materials Laws or that LFA has not provided adequate assurances of its ability to remedy such a violation and fulfill its obligations under this section. Notwithstanding the foregoing, this provision shall not be construed or understood to prohibit LFA from allowing Hazardous Materials to be brought upon the Amphitheater so long as they are Hazardous Materials which are customary and common to the normal course of business and so long as such Hazardous Materials are used, stored and disposed of in strict accordance with all applicable Hazardous Materials Laws. Upon the expiration of the Term, any extensions or holdover period, or sooner termination of this Agreement, LFA shall remove any equipment, improvements or storage facilities utilized by LFA or any assignee or subtenant of LFA or their respective agents, contractors, employees, concessionaires, licensees, or invitees in connection with any Hazardous Materials and shall clean up, detoxify, repair and otherwise restore the Amphitheater to a condition free of Hazardous Materials. LFA shall be solely responsible, both financially and legally, for remediation of Hazardous Materials on the Amphitheater to the extent such Hazardous Materials were released, discharged, used, or stored on or about the Amphitheater during the Term or any extension or holdover period of this Agreement.
- c) COMPLIANCE WITH HAZARDOUS MATERIALS LAWS. LFA and its agents, contractors, employees, assignees, sublessees, licensees, concessionaires, and invitees shall strictly comply with, and shall operate and maintain the Amphitheater in compliance with Hazardous Materials Laws. LFA shall obtain and maintain in full force and effect all permits, licenses and other governmental approvals required for LFA's operations on the Amphitheater under any Hazardous Materials Laws and shall comply with all terms and conditions thereof. At CITY's request, LFA shall deliver copies of, or allow CITY to inspect, all such permits, licenses and approvals. LFA shall not perform any monitoring, investigation, clean-up, removal or other remedial work including, without limitation, the preparation and implementation of any closure, remedial action or other required plans in connection therewith (collectively, "Remedial Work") in response to the presence of any Hazardous Materials in or about the Amphitheater, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Materials in any way connected with the Amphitheater, without first notifying CITY of LFA's intention to do so and affording CITY ample opportunity to appear or otherwise

appropriately assert and protect CITY's interest with respect thereto. CITY shall have the right to intervene in any governmental action or proceeding involving any Remedial Work, and to approve performance of the work, in order to protect CITY's interests. Upon CITY's approval of the work to be performed and provided that CITY does not elect to perform said work as provided hereinbelow, LFA shall perform any Remedial Work required as a result of any release or discharge by LFA or any assignee or sublessee of LFA or their respective agents, contractors, employees, licensees, concessionaires, or invitees of Hazardous Materials affecting the Amphitheater or any violation of Hazardous Materials Laws by LFA or any assignee or sublessee of LFA or their respective agents, contractors, employees, licensees, concessionaires, or invitees. CITY shall have the right, but not the obligation, to remedy any violation by LFA of the provisions of this section or to perform any Remedial Work which is necessary or appropriate as a result of any governmental order, investigation or proceeding and LFA shall pay, upon demand, all costs (including attorneys' fees and other costs) incurred by CITY in remedying such violations or performing all Remedial Work, together with interest thereon at the legal rate from the date of payment by CITY. LFA shall not be responsible for remediation of Hazardous Materials on the Amphitheater which were released, discharged, used, or stored prior to the Effective Date.

- d) NOTICE; REPORTING. LFA shall notify CITY within 2 days after any of the following: (1) a release or discharge of any Hazardous Materials, whether or not the release or discharge is in quantities that would otherwise be reportable to a public agency; (2) LFA's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (3) LFA's receipt of any warning, notice of inspection, notice of violation or alleged violation, or LFA's receipt of notice or knowledge of any proceeding, investigation or enforcement or regulatory action, pursuant to any Hazardous Materials Laws; (4) LFA's receipt of notice or knowledge of any report made to any environmental agency arising out of or in connection with any Hazardous Materials in or about the Amphitheater or removed therefrom, including any complaints, notices, warnings or asserted violations in connection therewith; or (5) LFA's receipt of notice or knowledge of any claims made or threatened by any third party against CITY or LFA relating to any loss or injury resulting from Hazardous Materials. LFA shall deliver to CITY copies of all test results, reports and business or management plans required to be filed with any governmental agency pursuant to any Hazardous Materials Laws, including without limitation copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Amphitheater. In connection with any Hazardous Materials involving the Amphitheater with respect to which LFA is responsible hereunder, LFA shall make all reports and filings required by any Hazardous Materials Laws, and provide CITY with the same for CITY's review and approval prior to filing.

- 11) INDEPENDENT CONTRACTOR. It is agreed that in the performance of the services to be performed by LFA, LFA shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.
- 12) NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY. No official or employee of CITY shall be personally liable to LFA in the event of any default or breach by CITY, or for any amount, which may become due to LFA, or any obligation under the terms of this Agreement.
- 13) NON-DISCRIMINATION. LFA covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, sexual orientation, national origin or ancestry, in any action or activity pursuant to this Agreement.
- 14) ASSIGNABILITY. LFA shall not have the right to assign this Agreement to any person or entity without the prior written permission of CITY, which will not be unreasonably withheld. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.
- 15) GENERAL PROVISIONS.
  - a) INSPECTIONS. CITY and its representatives, employees, agents or independent contractors may enter and inspect the Amphitheater or any portion of the Amphitheater or any improvements on the Amphitheater at any time during business hours and at other times after CITY has provided LFA with 48 hours advanced notice to inspect the Amphitheater, make repairs or replacements, or for any other purpose CITY reasonably deems necessary.
  - b) DISCLOSURE OF DOCUMENTS. All data, documents, or other information developed or received by either party are deemed confidential and not to be disclosed without authorization of the disclosing party, unless disclosure is required by law.
  - c) CONFLICT OF INTEREST AND REPORTING. LFA shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
  - d) NOTICES. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below prior to 5:00 p.m. (Pacific Standard Time), as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (2) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified

below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx, UPS, or DHL) addressed to such party at the address specified below; or (4) on the business day sent via electronic transmission to the address below, as evidenced by confirmation of the successful electronic transmission of the message prior to 2:00 p.m. (Pacific Standard Time), or otherwise delivery shall be considered to be on the following business day. For purposes of this section, the addresses of the parties for all notices are as follows:

- i. Address of LFA is as follows:

LFA Group, LLC  
c/o Viet Tran  
11461 Lampson Ave.  
Garden Grove, CA 92840  
email: viet@outpostfest.com

- ii. Address of CITY is as follows:

City of Garden Grove  
Attn: Community Services Director  
11222 Acacia Parkway  
Garden Grove, CA 92840  
email: kihuy@garden-grove.org

- e) LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole expense, LFA shall obtain all licenses, permits, and approvals as may be required by this Agreement, including any Bureau of Alcoholic Beverage Control or City licenses necessary, if alcoholic beverages are to be served.
- f) FAMILIARITY WITH AMPHITHEATER. By executing this Agreement, LFA warrants that:
- i. It has investigated the use and the improvements to be performed at/on the Amphitheater;
- ii. It has investigated the Amphitheater and is aware of all conditions there;
- iii. It has considered how the use and improvements should be performed; and
- iv. It understands the facilities, difficulties, and restrictions of the use and improvement work under this Agreement.
- g) TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.

- h) **LIMITATIONS ON SUBCONTRACTING.** The experience, knowledge, capability, and reputation of LFA were a substantial inducement for CITY to enter into this Agreement. Except as otherwise provided in this Agreement, LFA shall not contract with any other entity to perform the services required without written approval of CITY. If LFA is permitted to subcontract any part of this Agreement, LFA shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.
- i) **AUTHORITY TO EXECUTE.** The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing, and that by executing this Agreement, the party for which each is signing is bound by this Agreement.
- j) **INDEMNIFICATION.** LFA agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of the Agreement by LFA, LFA's agents, officers or employees, subcontractors, or independent contractors. The only exception to LFA's responsibility to protect, defend and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officials, officers, agents, employees, or volunteers, in the case of which CITY agrees to protect, defend, and hold harmless LFA and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of the Agreement by CITY, CITY's agents, officers or employees, subcontractors, or independent contractors. The provisions of this Section shall survive the termination of this Agreement.
- k) **MODIFICATION.** This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by LFA and CITY.
- l) **WAIVER.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY or LFA, as appropriate.
- m) **CALIFORNIA LAW.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this

Agreement shall be initiated in the central or main branch of the Orange County Superior Court.

- n) INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
- o) CITY'S REPRESENTATIVE. The City Manager of CITY, or his or her designee, shall serve as CITY's representative in carrying out any CITY responsibility under this Agreement. The City Manager of CITY, or his or her designee, has the authority to execute the document on behalf of the City Council, as well as make minor modifications to the Agreement over the course of the term.
- p) NO PRINCIPAL/AGENT RELATIONSHIP AND NO THIRD PARTY BENEFICIARY. Nothing contained in this Agreement shall be construed as creating the relationship of principal and agent or of partnership or joint venture between CITY and LFA, nor shall it be construed to benefit any third party.
- q) NO RELOCATION RIGHTS. LFA expressly, voluntarily and knowingly understands, acknowledges and agrees that its status is and will be and remain as a "post-acquisition tenant" with no eligibility or rights to relocation assistance or benefits thereunder pursuant to the Relocation Assistance Laws. LFA acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all rights, if any, to which LFA might otherwise be or become entitled with regard to this Agreement. LFA hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which LFA might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., and/or the California Relocation Assistance Law, as amended, Government Code § 7260 et seq. LFA fully, intentionally, knowingly and voluntarily waives, releases and discharges CITY, and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "Indemnitees") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the relocation of any of LFA's operations or the relocation of any person or persons, business or businesses, or other occupant or occupants of the Amphitheater, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under the Relocation Assistance Laws notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under such state or federal law; and (ii) compensation for any interest in the operations at, on, or about the Amphitheater including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, leasehold interest, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.



- r) PRESERVATION OF AGREEMENT. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions found to be invalid or unenforceable, and all remaining interpreted and all remaining provisions shall remain enforceable.
- s) COUNTERPARTS AND FACSIMILES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile of any original document shall be treated as an original document. The party submitting any facsimile must also submit a copy of the original to the other party within a reasonable time after the transmission of the facsimile.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

Date: \_\_\_\_\_

“CITY”  
CITY OF GARDEN GROVE

By: \_\_\_\_\_  
Scott C. Stiles,  
City Manager

ATTESTED:

\_\_\_\_\_  
City Clerk

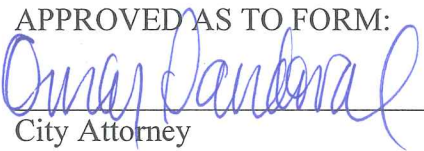
Date: \_\_\_\_\_

“LFA”  
LFA GROUP, LLC

By:  \_\_\_\_\_

By:  \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **Festival Amphitheater – LFA Group, LLC (LFA) Services to be Provided**

1. Coordinate and manage the use of the Festival Amphitheater by LFA, the community, educational and professional groups throughout the term of the Facility Usage Agreement.
2. Commencing March 1, 2017, LFA shall manage live performances, including, but not limited to, music, theater, private events, movies and filming, corporate events and tradeshow, tour presentations and rehearsals, weddings, award shows, church events, live broadcasting and podcasting, cultural events and art installations.
3. No later than August 1, 2017, LFA shall develop a rental fee structure to be reasonably approved by CITY, and shall make the Theater available for public rentals, the income from which may be retained by LFA.
4. Commencing May 1, 2017, LFA will provide a Capital Improvement List, to be approved by CITY, that identifies a four (4) year Capital Improvement Plan, that identifies the expenditure of a minimum of \$125,000 in capital improvements.
5. LFA shall provide an annual report of events and activities at the Amphitheater that occurred in the prior year, and which are booked as of December 31.
6. LFA shall submit financial statements of income and expenses related to the Amphitheater covering the prior calendar year.
7. Should LFA obtain an Alcoholic Beverage License, twenty (20%) percent of the net sales of alcohol shall be paid to the Garden Grove Community Foundation.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of a Programming Funding Agreement with Shakespeare Orange County for Shakespeare performances at the Festival Amphitheater. ( <i>Action Item</i> )		
		Date:	2/14/2017

---

**OBJECTIVE**

The purpose of this memorandum is to request City Council approval of a Programming Funding Agreement with Shakespeare Orange County (SOC) for their continued operation at the Strawberry Bowl Festival Amphitheater.

**BACKGROUND**

In 2013, under the direction of John Walcutt, SOC entered into a Facility Usage Agreement with the City for operation of the Strawberry Bowl Festival Amphitheater, for the months of May through September. Part of that Agreement provides for a City subsidy of \$20,000 annually to subsidize the performance of Shakespeare.

**DISCUSSION**

This Programming Funding Agreement is a partner Agreement to the City Council's consideration of the Facility Usage Agreement with LFA. Upon approval of the LFA Agreement, the City would terminate its relationship with SOC and require that SOC enter into a new Sub-Lease with LFA. This Agreement would continue to provide the City's current \$20,000 subsidy to SOC. The Agreement would require that during the months of May 1 through September 30 of each year, SOC produce a minimum of two (2) full theatrical productions, with a minimum of 24 performance dates, 18 of which must be Shakespeare.

To be eligible for reimbursement, costs must be necessary and reasonable and must be adequately documented. Allowable costs would include production/event materials, office supplies, marketing materials and minor equipment deemed viable for the production of performances. Unallowable costs would include such things as coffee, bottled water, or any other beverages, food items and the costs of

fundraising. As in the existing SOC Agreement, at the end of each calendar year, SOC will provide a financial and performance report covering the prior programming year and must maintain their non-profit status in good standing for the Agreement to be in effect.

#### **FINANCIAL IMPACT**

There is no impact to the General Fund. At present, the City's \$20,000 contribution to SOC would continue to be paid out of the Cultural Arts Fund, which has adequate funds. This appropriation was included in the current budget year.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Approve a Programming Funding Agreement between the City and Shakespeare Orange County for the continued production of Shakespeare at Strawberry Bowl Festival Amphitheater; and
- Authorize the City Manager to sign the Agreement on behalf of the City.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Programming Funding Agreement	2/7/2017	Backup Material	Programming_Funding_Agreement_-_Shakespeare_Orange_County.pdf

**PROGRAMMING FUNDING AGREEMENT**  
Shakespeare Orange County

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of March, 2017, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "CITY," and SHAKESPEARE ORANGE COUNTY, a California nonprofit public benefit corporation, hereinafter referred to as "SOC."

RECITALS

- A) CITY owns a 540-seat Amphitheater, known as the "Strawberry Bowl Festival Amphitheater," located at 12762 Main Street, Garden Grove, California, 92840 (the "Amphitheater").
- B) Commencing March 1, 2017, CITY has entered into a contract with LFA Group, LLC, to use, operate and manage the Amphitheater.
- C) Under a prior agreement, CITY contracted with SOC to produce live Shakespeare performances at the Amphitheater.
- D) CITY's agreement with LFA requires LFA to contract with SOC to continue to produce up to 24 live Shakespeare performances at the Amphitheater.
- E) CITY desires to continue to support SOC's production of live Shakespeare performances at the Amphitheater as provided for herein.

AGREEMENT

SUBJECT TO THE TERMS AND CONDITIONS HEREIN, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1) FUNDING AND PROGRAMMING. Subject to City Council annual budget allocations, CITY agrees to allocate up to \$20,000.00 annually from the Cultural Arts Fund to be used to subsidize the costs of production of live Shakespeare performances at the Amphitheater subject to the following conditions:
  - a) During the months of May 1 through September 30, SOC shall produce a minimum 2 full theatrical productions and a minimum of 24 performance dates, 18 of which must be Shakespeare.
  - b) Payment shall be made per monthly invoice. To be eligible for payment, costs must be necessary and reasonable, authorized or not prohibited under local laws and regulations, and be adequately documented. Cost must have been incurred during the term this Agreement is in effect. Allowable costs include production/event materials, office supplies, marketing materials, and minor equipment deemed viable for the production of performances. Unallowable costs include coffee,

bottled water, or any other beverage, candy, donuts, snacks, or food items and costs of fundraising.

- c) SOC shall keep complete and accurate records of all expenses to be submitted for reimbursement. Copies of these records will be submitted with the appropriate reimbursement invoice.
  - d) SOC agrees to establish and maintain an accounting system adhering to generally accepted accounting practices, and shall provide an annual financial statement to CITY.
  - e) At the end of each calendar year, SOC will provide a financial and performances report covering the prior programming year.
  - f) SOC shall maintain its nonprofit status in good standing.
  - g) Should SOC fail to meet the obligations herein, CITY may terminate this Agreement without any funding obligation to SOC, or establish a reduced funding for a reduced number of performances.
- 2) TERM. This Agreement shall be effective commencing on March 1, 2017, and shall continue through December 31, 2018 (the "Term"). The Parties may extend the term for an additional 5-year period by mutual consent.
- 3) TERMINATION. Either party may terminate this Agreement without cause by giving written notice of such termination at least one ninety (90) days prior to the intended date of termination.
- 4) INSURANCE REQUIREMENTS. SOC shall secure the following insurance during the term of this Agreement.
- a) Workers Compensation Insurance in the amount and type required by law, if applicable.
  - b) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A- Class VII or better.
  - c) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better.
  - d) An Additional Insured Endorsement, ongoing and completed operations, for the policy under subsection (b) and (c) shall designate the City of Garden Grove,

its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of SOC.

- e) SOC shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements.
  - f) For any claims related to this Agreement, SOC's insurance coverage shall be primary insurance as respects to CITY, and its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY and its officers, officials, employees, agents, or volunteers shall be excess of SOC's insurance and shall not contribute with it.
- 5) INDEPENDENT CONTRACTOR. It is agreed that in the performance of the services to be performed by LFA, LFA shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.
- 6) NON-LIABILITY OF OFFICIALS AND EMPLOYEES OF CITY. No official or employee of CITY shall be personally liable to SOC in the event of any default or breach by CITY, or for any amount, which may become due to SOC, or any obligation under the terms of this Agreement.
- 7) ASSIGNABILITY. SOC shall not have the right to assign this Agreement to any person or entity without the prior written permission of CITY. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.
- 8) NOTICES. All notices, demands and requests which may be given or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the date personally delivered to the address below prior to 5:00 p.m. (Pacific Standard Time), as evidenced by written receipt therefor, whether or not actually received by the person to whom addressed; (2) on the third (3rd) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (3) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx, UPS, or DHL) addressed to such party at the address specified below; or (4) on the business day sent via electronic transmission to the address below, as evidenced by confirmation of the successful electronic transmission of the message prior to 2:00 p.m. (Pacific Standard Time), or otherwise delivery shall be considered to be on the following business day. For purposes of this section, the addresses of the parties for all notices are as follows:



Address of SOC is as follows:

Shakespeare Orange County  
c/o John Walcutt  
9095 Central Avenue, 11C  
Garden Grove, CA 92844  
email: yesmrlee@aol.com

Address of CITY is as follows:

City of Garden Grove  
Attn: Community Services Director  
11222 Acacia Parkway  
Garden Grove, CA 92840  
email: kihuy@ci.garden-grove.ca.us

- 9) **AUTHORITY TO EXECUTE.** The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of the entity for which they are signing, and that by executing this Agreement, the party for which each is signing is bound by this Agreement.
- 10) **INDEMNIFICATION.** SOC agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of the Agreement by SOC, SOC's agents, officers or employees, subcontractors, or independent contractors. The only exception to SOC's responsibility to protect, defend and hold harmless CITY is due to the sole negligence or intentional wrongful conduct of CITY, or any of its elective or appointive boards, officials, officers, agents, employees, or volunteers, in the case of which CITY agrees to protect, defend, and hold harmless SOC and its elective or appointive boards, officials, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorney's fees, for injury or death of any person, damage to property, interference with the use of property and any other monetary damage claims, arising out of, or in any way connected with performance of the Agreement by CITY, CITY's agents, officers or employees, subcontractors, or independent contractors. The provisions of this Section shall survive the termination of this Agreement.
- 11) **MODIFICATION.** This Agreement constitutes the entire Agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by SOC and CITY.
- 12) **WAIVER.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY or SOC, as appropriate.

- 13) CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main branch of the Orange County Superior Court.
- 14) INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
- 15) PRESERVATION OF AGREEMENT. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provisions found to be invalid or unenforceable, and all remaining interpreted and all remaining provisions shall remain enforceable.
- 16) COUNTERPARTS AND FACSIMILES. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Any facsimile of any original document shall be treated as an original document. The party submitting any facsimile must also submit a copy of the original to the other party within a reasonable time after the transmission of the facsimile.
- 17) TERMINATION OF 2014 FACILITIES USAGE AGREEMENT. The Facilities Usage Agreement dated January 1, 2014, between CITY and SOC is hereby terminated effective immediately upon the effective date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first referenced herein.

Date: \_\_\_\_\_

"CITY"  
CITY OF GARDEN GROVE

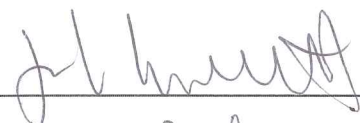
By: \_\_\_\_\_  
Scott C. Stiles,  
City Manager

ATTESTED:

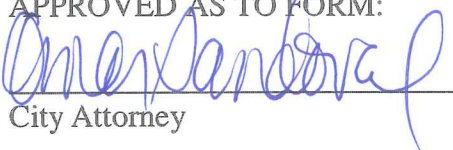
\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

"SOC"  
SHAKESPEARE ORANGE COUNTY

By:   
Title: CEO, Producing  
Artistic Director

APPROVED AS TO FORM:

  
City Attorney