



## AGENDA

Garden Grove City  
Council

Tuesday, April 11, 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

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**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

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

### CLOSED SESSION REPORT

#### 1. PRESENTATIONS

- 1.a. Presentation from Orange County Water District General Manager, Mike Markus, on ground water basin status and upcoming projects.
- 1.b. Presentation from the Boys and Girls Clubs of Garden Grove regarding their upcoming teen education Reality Party.
- 1.c. Community Spotlight: Recognition of the Southwest Carpenters Training Fund for building the public art display of giant Adirondack chairs for the Garden Grove Open Streets event.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

#### 3. CONSENT ITEMS

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

- 3.a. Approval of Amendment Nos. 1 and 2 to an Agreement with FG Solutions to prepare a Water Rate Study. (Cost: \$40,390) *(Action Item)*
- 3.b. Award of contract to Ocean Blue Environmental Services, Inc. for removal of hazardous and biological materials from City properties. (Cost: \$115,000) *(Action Item)*

- 3.c. Award of contract to Care Ambulance Services Inc., to provide emergency ground ambulance transportation and billing services. *(Action Item)*
- 3.d. Approval of the proposed Legislative Platform for the 2017-18 Legislative Session. *(Action Item)*
- 3.e. Approval of an agreement with Management Partners to develop a five-year strategic plan for the City. (Cost: \$54,700) *(Action Item)*
- 3.f. Receive and file minutes from the meeting held on March 28, 2017. *(Action Item)*
- 3.g. Approval of Warrants. *(Action Item)*
- 3.h. Approval to waive full reading of Ordinances listed. *(Action Item)*

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

#### 4. COMMISSION/COMMITTEE MATTERS

- 4.a. Approval of an appointment to fill a vacancy on the Garden Grove Housing Authority Commission. *(Action Item)*

#### 5. ITEMS FOR CONSIDERATION

- 5.a. Approval of a Cooperative Agreement with the Orange County Transportation Authority for the construction phase of the OC Streetcar Project. *(Action Item)*
- 5.b. Award of contract to Griffith Company for Project No. 7254 Magnolia Street Rehabilitation from SR 22 Freeway Off-Ramp to Garden Grove Boulevard. (Cost: \$2,988,838) *(Action Item)*

#### 6. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 6.a. Ordinance No. 2878 presented for second reading and adoption entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING DEVELOPMENT AGREEMENT NO. DA-005-2017 BETWEEN THE CITY OF GARDEN GROVE AND SCOTT A. LISSOY, TRUSTEE OF THE LISSOY TRUST. *(Action Item)*
- 6.b. Ordinance No. 2879 presented for second reading and adoption entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 8.90 TO THE GARDEN GROVE MUNICIPAL CODE RELATING TO DRONES AND UNMANNED AIRCRAFT SYSTEMS. *(Action Item)*

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

8. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, April 25, 2017, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, CA.

*Happy Birthday Mayor Pro Tem Bui*



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of Amendment Nos. 1 and 2 to an Agreement with FG Solutions to prepare a Water Rate Study. (Cost: \$40,390) ( <i>Action Item</i> )		
		Date:	4/11/2017

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**OBJECTIVE**

To receive City Council approval for amendments to an agreement with FG Solutions to prepare a water rate study for the Water Enterprise Fund.

**BACKGROUND**

In April 2016, the City Council approved a cooperative agreement with the Santa Ana Watershed Project Authority (SAWPA) for water rate study grant funding. Per the cooperative agreement, the City will receive grant funds in two phases: Phase 1, up to \$107,515 for the water rate study and city council presentation and Phase 2, up to \$107,515 for the implementation of the conservation-based water rate structure.

In September 2016, the City Council approved an agreement with FG Solutions in the amount of \$100,996 to prepare a water rate study for the Water Enterprise Fund. The water rate study will project water revenues, expenses, and rates for a five-year period, define critical water system repairs and improvements, and evaluate a conservation-based water rate structure.

**DISCUSSION**

The City charges a bi-monthly Fire Service fee for private fire protection service related to fire sprinkler systems when required by building or fire codes. This fee is charged to water customers with fire sprinkler systems based on the size of the pipe feeding the sprinkler system. The cost is for providing and maintaining the related fire protection infrastructure and capacity (e.g., pumping, distribution and water storage systems). The rates for this fee were last evaluated in 2008. The City Staff deems it is necessary and efficient to perform an updated evaluation at this time as the water rate study is being conducted. This type of assessment was not included in FG Solution's original scope of work, therefore, the consultants have submitted the

scope of work and breakdown of the estimated costs associated with this task as the attached Amendment 1. The total budget for Amendment 1 is \$6,720.

A key portion of FG Solution's water rate study is the development of indoor and outdoor water allocations, which is needed to evaluate the impacts of a conservation-based water rate structure. Due to the demanding workload required to complete this task in a timely manner, FG Solutions will be managing a sub-consultant to develop the indoor and outdoor water allocations. The scope of work and breakdown of the estimated costs associated with this task are listed in Amendment 2. The total budget for Amendment 2 is \$33,670.

#### FINANCIAL IMPACT

There is no impact to the General Fund. The amendments will be funded from the Water Enterprise Fund and funds have been allocated in the Fiscal Year 2016/17 Water Enterprise budget. The City will receive full reimbursement of all funds from the SAWPA water rate study grant funding if a conservation-based rate structure is implemented. In the event a conservation-based rate structure is not implemented, \$33,871 of the total cost would not be eligible for reimbursement and would be paid from the Water Enterprise budget.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 1, in the amount of \$6,720 for a fire protection service fee study, and Amendment No. 2, in the amount of \$33,670 for a sub-consultant to develop indoor and outdoor water allocations, to the agreement with FG Solutions in preparation of a water rate study for the Water Enterprise Fund; and
- Authorize the City Manager to sign the Amendments on behalf of the City.

By: Katie Victoria, Senior Administrative Analyst

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment 1 Attachment	3/29/2017	Backup Material	Rate_Study_Amendment_1_FG_Solutions.docx
Amendment 2 Attachment	3/29/2017	Backup Material	FG_Solutions_Rate_Study_Amendment_2.pdf
Agreement	4/4/2017	Backup Material	FG_Solutions_Agreement_Amendments_Final.pdf

## City of Garden Grove – Water Rate Study

### Amendment 1 to Professional Services Agreement Dated September 13, 2016 to Update Fire Service Rates

#### SCOPE OF WORK

A new Task 12 is added to update the City's Fire Service Rates.

#### Task 12 – Fire Service Rates:

Consultant will update the City's Fire Service rates. Consultant will modify the cost-of-service analysis, rate design calculations, Rate Study report, and presentation materials to include Fire Service rates.

City to provide the number of fire service accounts by connection/meter size. City to provide the number of fire hydrants connected to the City's water distribution system according to service line diameter. City to provide the existing Fire Service rate schedule. City to provide revenues from Fire Service rates for FY 15/16 (actual), FY 16/17 (budget), and FY 17/18 (budget, when available). City to provide any applicable documentation regarding the imposition, modification, development, and/or application of Fire Service rates.

#### BUDGET

The fee estimate for this Task 12 is \$6,720 as shown in the table below.

Task	Labor Hour Estimate		Labor Budget	Expenses	Budget
	Griffith	Fortin			
Task 12. Develop Fire Service Rates	20	24	\$6,720		\$6,720
Total Hours	20	24			
<b>Total</b>	<b>\$3,840</b>	<b>\$2,880</b>	<b>\$6,720</b>	<b>\$0</b>	<b>\$6,720</b>

#### Consultant Hourly Rates

Art Griffith, Principal and Project Manager	\$192
Debi Fortin, Principal and Senior Consultant	\$120

# **City of Garden Grove – Water Rate Study**

## **Amendment 2 to Professional Services Agreement Dated September 13, 2016 to Develop Indoor and Outdoor Water Allocations**

### **SCOPE OF WORK**

A new Task 13 is added: Develop Indoor and Outdoor Water Allocations.

#### Task 13 – Develop Indoor and Outdoor Water Allocations:

Task 13.1. Project Management. Routine project management, preparation of invoices and status reports, and communication with client. Project Management also includes work by FG Solutions to procure subconsultant.

Task 13.2. Project Initiation Meeting and Data Collection. Subconsultant to attend a project initiation meeting at the City of Garden Grove, submit a data request to the City, and receive data from the City.

Task 13.3. Prepare Meter Service Area (“MSA”) Data. Prepare and analyze SAWPA aerial imagery data to develop landscaped area on a per-parcel basis and develop Meter Service Areas (“MSAs”) for each meter.

Task 13.4. Link Billing/Consumption Data to MSAs. Receive Garden Grove billing and consumption data and link this data to MSAs. City to provide data that includes, for each water meter: APN, service address, billing address, date of each meter read from July 1, 2015 to present, metered consumption for each meter read, whether the low water user discount was applied for each meter read, geospatial coordinates of each water meter, water meter size, service type. For multi-family residential accounts, in addition to the data requested above, City to provide the number of residential units in each account must also be included.

Task 13.5. Link CIMIS Data to MSAs. Obtain CIMIS Evapotranspiration (“ET”) data from July 1, 2015 on a daily basis for the CIMIS station most appropriate to Garden Grove.

Task 13.6. Data Analysis. Define indoor and outdoor allocations for each meter based on landscape/irrigated area, number of residential units, customer types, and ET data. FG Solutions to provide gallons per capita per day information and ET adjustment factors to use in indoor and outdoor allocation calculations, also guided by the information provided by the California Department of Water Resources. FG Solutions will also provide direction on methodology for non-residential customers. Provide quality assurance checks.

Task 13.7. Data Status Report and Field Work Plan. Prepare written documentation to describe data and outline the field work necessary to resolve outliers.

Task 13.8. Field Work. Conduct field work as needed to resolve outlier connections and develop MSAs and allocations for all meters.

Task 13.9. City Review. City will review and check results prior to accepting the data set.

Task 13.10. Rate Design/Analysis. Subconsultant work to transmit allocation data to FG Solutions in electronic, excel form for further analysis by FG Solutions to develop the rate structure.

Task 13.11. Meetings and Preliminary Draft Report. Prepare preliminary draft report summarizing indoor and outdoor water allocations for review by FG Solutions and the City of Garden Grove.

Subconsultant to attend, if needed, one meeting at the City of Garden Grove. Report to be provided in editable electronic format.

Task 13.12. Presentations and Final Report. Prepare final report. If requested by City, subconsultant to attend additional meeting to present and discuss data.

## BUDGET

The budget for this Task 13 is \$33,670. The majority of the budget is for a subconsultant, and the Subconsultant's budget of \$24,934 is shown in the Table below.

SUBCONSULTANT BUDGET				
Task Number and Description	PM	PI	Vehicle Miles	Total Fees & Expenses
Hourly Rates ==>	\$110	\$90		
1 Project Management	16		504	\$2,030
2 Project Initiation Meeting and Data Collection	2	10	126	\$1,187
3 Prepare MSA Data (create MSA polys)		40		\$3,600
4 Link Billing/Consumption Data to MSAs		20		\$1,800
5 Link CIMIS Data to MSAs		10		\$900
6 Data Analysis and Quality Assurance Checks		20		\$1,800
7 Data Status Report and Field Work Plan	4	5	126	\$957
8 Field Work (meter/MSA verification)		70	630	\$6,637
9 City Review				\$0
10 Rate Design/Analysis (indoor/outdoor and land use categories)	4	40	126	\$4,107
11 Meetings and Preliminary Draft Report	4	5	126	\$957
12 Presentations and Final Report	4	5	126	\$957
Total Estimated Hours	34	225	1764	
Labor Budget	\$3,740	\$20,250		\$23,990
Expenses (8 meetings and 5 field days)				\$944
Subconsultant Total				\$24,934

PM: Bruce Miller (Project Manager)

PI: Doug Mende (Principal Investigator)

The total budget is shown in the Table below.

Task	Labor Hour Estimate		Labor Budget	Expenses	Budget
	Griffith	Fortin			
Develop Indoor and Outdoor Water Allocations	28	28	\$8,736	\$24,934	\$33,670
Total Hours	28	28			
<b>Total Budget</b>	\$5,376	\$3,360	\$8,736	\$24,934	<b>\$33,670</b>

### Consultant Hourly Rates

Art Griffith, Principal and Project Manager	\$192
Debi Fortin, Principal and Senior Consultant	\$120

### Expenses

Subconsultant	\$24,934
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**AMENDMENTS 1 & 2 TO  
FG SOLUTIONS  
WATER RATE STUDY AGREEMENT**

THESE AMENDMENTS TO THE WATER RATE STUDY AGREEMENT between the CITY OF GARDEN GROVE and FG SOLUTIONS, LLC, is made and entered into, to be effective the 11<sup>th</sup> day of April, 2017, as follows:

**RECITALS**

WHEREAS, the City of Garden Grove ("City") has employed FG Solutions, LLC ("Consultant") to perform Water Rate Study services pursuant to that agreement dated September 13, 2016 (the "Agreement"); and

WHEREAS, Section III.B of the Agreement incorrectly lists the contract price as \$100,996.00 instead of the agreed-to price of \$100,966.00 (a \$30 difference); and

WHEREAS, the Agreement provided for the preparation of a water rate study for the Water Enterprise Fund; and

WHEREAS, the City has requested that Consultant perform additional services identified in the attached revised Scope of Work, Amendment 1 (Update Fire Service Rate Schedule) and Amendment 2 (Develop Indoor and Outdoor Water Allocations); and

WHEREAS, City and Consultant have agreed to revise the Scope of Work and to increase compensation to cover the additional services.

**AMENDMENT**

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the original Agreement compensation is hereby adjusted to \$100,966.00 and the Scope of Work is hereby amended pursuant to Attachments 1 and 2, incorporated herein by reference. Based on the amended Scope of Work, the total compensation amount of the Agreement is further increased to a not to exceed amount of \$141,356.00, which reflects an increase in compensation of \$6,720 for Amendment 1 and \$33,670 for Amendment 2 to cover the additional services to be provided by Consultant.

All provisions of the Agreement not affected herein shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Water Rate Study Agreement at Garden Grove, California.

CITY OF GARDEN GROVE

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

Approved as to form:

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

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

FG SOLUTIONS, LLC

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

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

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

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Award of contract to Ocean Blue Environmental Services, Inc. for removal of hazardous and biological materials from City properties. (Cost: \$115,000) ( <i>Action Item</i> )		
		Date:	4/11/2017

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**OBJECTIVE**

To request City Council to award a contract to Ocean Blue Environmental Services, Inc. for the handling and removal of hazardous and non-hazardous biological waste on city properties.

**BACKGROUND**

The City utilized the City of Los Angeles public bid process, and on February 14, 2012, the City Council approved a five (5) year contract with Ocean Blue Environmental Services, Inc. for the removal of hazardous and biological materials. As the term for the contract ended, the City utilized the City of Los Angeles public bid process for 2016, and Ocean Blue was the successful bidder. The City received the same economy of scale for services as City of Los Angeles.

**DISCUSSION**

Ocean Blue Environmental Services, Inc., is recommended as the vendor for the removal of hazardous and biological waste on city properties. Multiple departments (Fire, Public Works, and Police) utilize Ocean Blue frequently. Ocean Blue has been a responsive contractor and has performed at an above average level of service. The City will continue to benefit from the economy of scale.

**FINANCIAL IMPACT**

The contract is not to exceed \$115,000 per year, with the term for a five (5) year period. Sufficient funds are currently established within the proposed Fire, Police, and Public Works department budgets. No additional financial impacts will occur.

**RECOMMENDATION**



It is recommended that City Council:

- Award a contract to Ocean Blue Environmental Services, Inc., for hazardous materials and biological clean-ups within the City, for five (5) years, in the amount not to exceed \$115,000 per year; and
- Authorize the City Manager to sign the contract on behalf of the City, making minor modifications thereto as necessary.

By: Lucia Medina-Whittaker, Fiscal Analyst

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Contract with Ocean Blue	3/29/2017	Cover Memo	Agreement_(PSA)___4.11.17-4.10.22.pdf
Attachment A - Ocean Blue Agreement with City of Los Angeles	3/29/2017	Cover Memo	2016_Ocean_Blue_and_City_of_Los_Angeles_Signed_Contract__Attachment_A.pdf

**PROFESSIONAL SERVICES AGREEMENT  
(Ocean Blue Environmental Services, Inc.)**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Ocean Blue Environmental Services, Inc.**, 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 April 11, 2017.
2. CITY desires to utilize the services of CONTRACTOR to **furnish all materials, equipment, and labor for biological waste clean-up for the City of Garden Grove.**
3. The services and prices provided by Contractor to City are in accordance with the services, equipment and the prices provided by Contractor in its successful public bid to the City of Los Angeles. Contractor agrees to honor the same pricing schedule that was originally submitted to the City of Los Angeles for the services outlined in this Agreement, which was adopted by the Los Angeles Board of Harbor Commissioners. A copy of the City of Los Angeles' Agreement, Contract Number 16-3428 is attached as Attachment A and incorporated herein by reference.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** The term of the agreement shall be for period of five (5) years from full execution of the agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the City of Los Angeles Agreement which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed and equipment to be provided by CONTRACTOR shall consist of as-needed services for the consolidated handling of hazardous and non-hazardous waste, including transportation, storage, recycling, and disposal of said waste, in compliance with state and federal hazardous waste, health and safety regulations and performing services that are in accordance with the services set forth in the City of Los

Angeles Agreement which is attached hereto as Attachment A and incorporated herein by reference.

3. **Compensation.** CONTRACTOR shall be compensated as follows:

- 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) One Hundred Fifteen Thousand Dollars (\$115,000.00), per year, payable in arrears and in accordance with the rates set forth in the City of Los Angeles Agreement (Attachment A).
- 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 Attachment A.
- 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 and CONTRACTOR 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/CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 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 **(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) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) 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.

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.

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.
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. (Address of Contractor)  
Ocean Blue Environmental Services, Inc.  
925 W. Esther Street  
Long Beach, CA 90813
  - 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.** Contractor shall be bound by all the terms, conditions and specifications set forth in the Port of Los Angeles Agreement attached as Attachment A hereto. In the event of any inconsistency between the terms of the Port of Los Angeles Agreement and the Agreement, the 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.

\\ \\ \\

(Agreement Signature Block On Next Page)

**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"**  
Ocean Blue Environmental Services, Inc.

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

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

Title: \_\_\_\_\_

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

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
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.



425 S. Palos Verdes Street Post Office Box 151 San Pedro, CA 90733-0151 TEL/TDD 310 SEA-PORT [www.portoflosangeles.org](http://www.portoflosangeles.org)

Eric Garcetti *Mayor, City of Los Angeles*

Board of Harbor  
Commissioners

Ambassador Vilma S. Martinez  
*President*

David Arian  
*Vice President*

Patricia Castellanos

Anthony Pirozzi, Jr.

Edward R. Renwick

Eugene D. Seroka *Executive Director*

December 8, 2016

Ocean Blue Environmental Services, Inc.  
925 West Esther St.  
Long Beach, CA 90813

Attn: Ron Dare

SUBJECT: RESOLUTION NO. 16-8019 – PERSONAL SERVICES AGREEMENT  
FOR AS-NEEDED EMERGENCY RESPONSE AND HAZARDOUS  
WASTE MANAGEMENT SERVICES WITH OCEAN BLUE  
ENVIRONMENTAL SERVICES, INC.

At its meeting held November 17, 2016, the Los Angeles Harbor Commissioners  
approved Agreement No. 16-3428 regarding the above subject.

Enclosed is an original of executed Agreement No. 16-3428.

Please feel free to contact me at (310) 732-2642 if you have any questions.

Best Regards,

AMBER M. KLESGES  
Commission Secretary



AGREEMENT NO. 16-3428

BETWEEN THE CITY OF LOS ANGELES  
AND  
OCEAN BLUE ENVIRONMENTAL SERVICES, INC.

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City") acting by and through its Board of Harbor Commissioners ("Board"), and OCEAN BLUE ENVIRONMENTAL SERVICES, INC., a California corporation, whose address is 925 West Esther Street, Long Beach, CA 90813 ("Consultant").

WHEREAS, City requires professional, scientific, expert or technical services of a temporary and occasional character, including as-needed services to consolidated handling of hazardous and non-hazardous waste through full-service waste disposal companies for the transportation, storage, recycling, and disposal of City waste; and

WHEREAS, services will assure compliance with state and federal hazardous waste and health and safety regulations; and

WHEREAS, Consultant possesses extensive experience in dealing with emergency response to hazardous materials;

WHEREAS, Consultant is an organization that provides services, including, but not limited to, those services required by the City and, by virtue of training and experience, is well-qualified to provide such services to the City; and

WHEREAS, by reason of the nature and length of the services required by City, it is not economical or feasible for City to have such services performed by its own employees;

NOW, THEREFORE, in consideration of the covenants, terms and conditions hereinafter contained to be kept and performed by the respective parties hereto, it is mutually agreed as follows:

1. Incorporation of Recitals.

1.1 The recitals to this Agreement above are incorporated herein and made a part hereof.

2. Services To Be Performed By Consultant.

2.1 All of the services Consultant shall perform for City are set forth in Exhibit "A" hereto and hereinafter shall be referred to as "Scope of Work."

2.2 Consultant's performance of Tasks and, as applicable, Subtasks shall occur as follows:

a. The Director of the Environmental Management Division of City's Harbor Department ("EMD Director") shall issue a written Project Directive that specifies, without limitation: the Task or Subtask to be performed; the specific services required in connection with such Task or Subtask; the deliverables required in the performance of such Task or Subtask; the schedule for the performance of such Task or Subtask; authorized personnel who may perform the Task or Subtask and MBE/WBE/SBE/VSBE/DVBE/OBE utilization ("Directive").

b. Consultant, to reflect its agreement with all the terms of such Directive, shall sign, date and return such Directive to Director.

c. Following EMD Director's receipt of the Directive signed by Consultant and by the Executive Director of the City's Harbor Department ("Executive Director"), EMD Director shall issue a Notice to Proceed that authorizes Consultant to commence performance of the services contemplated by such Directive ("Notice to Proceed").

2.3 Consultant acknowledges and agrees that it lacks authority to perform and that Director lacks authority to request the performance of any services outside the Scope of Work. Consultant further acknowledges and agrees that any services it performs outside the Scope of Work or a Directive, or in the absence of both a Directive and a Notice to Proceed, are performed as a volunteer and shall not be compensable under this Agreement.

2.4 The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of Director, whether performance is undertaken by Consultant or third-parties with whom Consultant has contracted on the effective date of this Agreement, whom Director may subsequently approve in writing ("Subconsultants"), or as listed on Project Directives. Obligations of this Agreement, whether undertaken by Consultant or Subconsultants, are and shall be the responsibility of Consultant. Consultant acknowledges and agrees that this Agreement creates no rights in Subconsultants with respect to City and that obligations that may be owed to Subconsultants, including, but not limited to, the obligation to pay Subconsultants for services performed, are those of Consultant alone. Upon Director's written request, Consultant shall supply City's Harbor Department with all agreements between it and its Subconsultants.

2.5 Consultant, at its sole cost and expense, shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Consultant, Consultant is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work, whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity. City shall pay applicable state or local fees necessary to obtain approval, plan checks, permits and variances for the Project.

2.6 Director shall resolve in his or her sole reasonable discretion any issues or questions which may arise during the term of this Agreement as to the quality or acceptability of Consultant's performance of the Scope of Work, the manner of performance, the interpretation of direction given to Consultant, the acceptable completion of a Directive, and the amount of compensation due. Upon written notice from Director, Consultant shall assign replacement personnel and/or shall remedy any deficient services or work product to Director's reasonable satisfaction and at Consultant's sole cost and expense. Compliance with the requirements of this Section 2.6 is a condition to payment by City of compensation to Consultant pursuant to this Agreement.

2.7 Consultant's representative responsible for administering this Agreement, Ron Dare, President ("Project Manager"), shall not be changed without Director's written approval. Director may, for any reason in his or her sole reasonable discretion, require Consultant to substitute a new Project Manager. If City requests such a substitution, the substitute Project Manager shall expend whatever time and costs necessary to become familiar with the Project and any portions of the Scope of Work already performed at Consultant's sole cost and expense.

2.8 If the law requires Consultant, in performing the Scope of Work, to follow a different standard of care than the ordinary standard of care applied to a reasonable person, Consultant shall perform such services with the degree of diligence, skill, judgment, and care applicable to Consultant's profession ("professional standard"). Consultants not required to follow a professional standard shall exercise the degree of care required of ordinary persons.

2.9 For portions of the Scope of Work to be performed on a time and material basis, Consultant shall assign personnel, whether employees or Subconsultants, with the lowest applicable hourly rate who are fully competent to provide the services required. If Consultant finds it necessary to have any portion of the Scope of Work, which this Section 2.9 would require to be performed by personnel at a lower rate, to be performed by personnel at a higher rate, Consultant shall, nevertheless, invoice City at the lower rate.

2.10 Consultant shall promptly consider and implement, to the reasonable satisfaction of Director, any written comments of Director.

2.11 Consultant shall review information provided by City's Harbor Department. Any such information reasonably believed by Consultant to be inaccurate, incomplete or inapplicable shall be brought promptly to the attention of Director in writing.

2.12 Consultant shall perform the Scope of Work as expeditiously as possible and at the time or times required by the Director. Time is of the essence in the performance of the Scope of Work. Consultant's failure to conform to the schedule set forth in a project directive shall entitle City to have services completed by others, shall obligate Consultant to pay City City's cost to undertake completion of such services, and shall authorize City to withhold such amounts from any payments otherwise due to Consultant. Consultant's failure to timely perform in accordance with the schedule set forth in a project directive shall result in economic losses to the City, including, but not

limited to, the timely bidding and awarding of contracts, completion of the project in connection with which Consultant's services are rendered and the use of such project by City's Harbor Department, its tenants and the public.

3. Services to Be Performed By City.

3.1 City's Harbor Department shall provide Consultant with available and/or necessary horizontal and vertical survey data in the form of field notes or electronic format as maintained by City's Harbor Department, access to public records, prints of existing aerial photos, existing planimetric maps, environmental documents, existing oceanographic studies and existing soil reports in the vicinity, previous specifications and other information which, in the sole reasonable discretion of Director, shall assist in completing the Scope of Work.

3.2 Consultant shall provide Director with reasonable advance written notice if it requires access to premises of City's Harbor Department. Subsequent access rights, if any, shall be granted to Consultant at the sole reasonable discretion of Director, specifying conditions Consultant must satisfy in connection with such access. Consultant acknowledges that such premises may be occupied or used by tenants or contractors of City and that access rights granted by City's Harbor Department to Consultant shall be consistent with any such occupancy or use.

3.3 City shall not be obligated to provide information and/or services except as specified in this Agreement.

4. Effective Date and Term.

4.1 After approval by City in accordance with Section 245 of City's Charter, the effective date of this Agreement shall be the date of its execution by City's Harbor Department Executive Director ("Executive Director"). Consultant acknowledges that Section 245 of City's Charter furnishes to the City Council of City ("Council") the right to review this Agreement and that this Agreement shall not become effective until the sixth Council meeting day after approval of this Agreement by Board or Council's approval of the Agreement.

4.2 The term of this Agreement shall not exceed three (3) years, commencing on the Agreement's effective date. This Agreement shall be in full force and effect until:

a. Director determines that Consultant has completed the Scope of Work and provides Consultant written notice thereof; or

b. Board, in its sole discretion, terminates this Agreement, which termination shall become effective five (5) calendar days following Executive Director's transmittal of written notice advising Consultant of such action by Board. Upon receipt of such written notice, Consultant shall cease the performance of the Scope of Work. Consultant shall be entitled to compensation only for services actually performed prior to such termination. Director, in his or

her sole reasonable discretion, shall determine the amount of services actually performed and shall allocate a portion of the total compensation due Consultant accordingly. If Board so terminates this Agreement, Consultant shall deliver all drawings, specifications, plans, reports, studies, calculations, estimates, documents and other work product produced pursuant to this Agreement to City in an organized, usable form with all items properly labeled to the degree of detail specified by the Director. No compensation shall be due Consultant until it complies with the requirements of this paragraph; or

c. Three (3) years have elapsed from the effective date of the Agreement.

4.3. Notwithstanding the foregoing, this Agreement is subject to the provisions of City's Charter which, among other things, precludes City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated therefor. Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, Board is under no legal obligation to do so. City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefor. Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by Board.

Although Consultant is not obligated to perform any services required by the Scope of Work in any fiscal year in which no appropriation for the Agreement has been made, Consultant shall resume performance of the Scope of Work on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefor is approved by Board within that sixty (60) day period. Consultant is responsible for maintaining all insurance and bonds during this sixty (60) day period. The time for performance shall be extended during this period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by Board for this Agreement, this Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

## 5. Compensation.

5.1 For the full and satisfactory performance of the Scope of Work, City shall pay Consultant and Consultant shall accept a sum not to exceed Two Million Dollars (\$2,000,000.00). The total sum payable under this Agreement shall be determined by Project Directives and Consultant acknowledges that final compensation may not reach the maximum sum allowed for herein.

5.2 Compensation payable under this Agreement for payment for labor, travel, per diem, materials, supplies, transportation, and all other direct and indirect costs and expenses incurred by Consultant ("Expenses") are listed in Exhibit "B." No markups or premiums shall be applied to services performed by Subconsultants unless Exhibit "B" expressly so allows.

5.3 Compensation payable under this Agreement shall be on a (1) Fixed Fee, (2) Time and Materials, (3) Equal Payment or (4) any combination of the three, as may be more particularly specified in a Project Directive.

a. Fixed Fee. Lump sum compensation for satisfactory performance as may be specified in a particular Project Directive.

b. Time and Materials Fee. Consultant shall be paid based on the actual time expended in the performance of Tasks using the applicable rates set forth in Exhibit "B." Consultant will also be reimbursed for materials and other out-of-pocket expenses at cost. The rates identified in Exhibit "B" state the maximum rates Consultant shall charge under this Agreement. No premium rates, including, but not limited to, overtime or hazardous duty premiums, shall be charged unless authorized in Exhibit "B."

c. Equal Payment Fee. Consultant shall be paid equal amounts over time throughout a particular Project Directive, up to the stated fixed amount.

5.4 If the term of this Agreement exceeds one (1) year and if Executive Director so consents in writing, Consultant may increase the rates set forth in Exhibit "B" after each twelve (12) months of service as long as such increases (a) are equal to or lower than the rates Consultant charges to other municipal or governmental entities and (b) represent an increase of no more than Zero percent (0%) over the rates charged during the prior twelve (12) month period. Such increases in rates, if any, shall not result in increases of the amount of total compensation payable under this Agreement set forth in Section 5.1. In the event of any such rate increase, Exhibit "B" shall be revised, replaced and renumbered as Exhibit "B-1," Exhibit "B-2," etc., as applicable.

5.5 Each month during the term of this Agreement, as a prerequisite to payment for services, Consultant shall submit a written invoice to City's Harbor Department for services performed during the prior month, accompanied by such records and receipts as may be required by Section 5.6. Each such invoice shall bear a City Business Tax Registration Number and a Taxpayer Identification Number. Each invoice shall identify all services performed by Subconsultants. If payments are to be based on the performance of established milestones, Consultant shall bill as each milestone is completed, but not more often than once a month.

Consultant shall submit one (1) original and two (2) copies of each such invoice for payment containing the information specified in Exhibit "E." Each such invoice shall be signed by the Consultant and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(signed)

5.6 Consultant shall submit supporting documents with each invoice, which may include, but not be limited to, provider invoices, receipts, payrolls, and time sheets. Consultant is not required to submit support for direct costs items of \$25 or less.

5.7 If Consultant utilizes Subconsultants to perform aspects of the Scope of Work, Consultant shall submit to City, with each monthly invoice, a Monthly Subconsultant Monitoring Report in the form attached hereto as Exhibit "C." Consultant shall provide an explanation for any item that does not meet or exceed the participation levels required by a particular Directive, with specific plans and recommendations for improved subconsultant utilization. Invoices will not be paid without a completed Monthly Subconsultant Monitoring Report form.

5.8 All sums due and payable to Consultant shall be paid as soon as, in the ordinary course of City business, the same may be reviewed and approved.

For payment and processing, all invoices shall be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

## 6. Recordkeeping and Audit Rights.

6.1 Consultant shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied. Consultant's books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Consultant for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

6.2 During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or

performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Section 6.2 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

7. Consultant Is An Independent Contractor.

Consultant, in the performance of the Scope of Work, is an independent contractor and not an agent or employee of City. Consultant shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

8. Business Tax Registration Certificate.

City's Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within City, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for City's Harbor Department. See Exhibit "D."

9. Indemnification and Insurance.

9.1 Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Consultant or its subcontractors of any tier. Rights and remedies available to the City under this provision



are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

## 9.2 Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Consultant's behalf.

## 9.3 General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.4 Automobile Liability Insurance

Consultant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and

employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

#### 9.5 Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

#### 9.6 Ocean Marine Liability Insurance

Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connections with Consultant's operations. The cost of the insurance shall be borne by Consultant. The coverage shall be written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available). Coverage shall include, but not be limited to:

- (i) Hull and machinery coverage up to the value of the vessel(s);
- (ii) Protection and Indemnity coverage with combined single limits of One Million Dollar (\$1,000,000.00) per occurrence for bodily injury, illness, death, loss of or damage to the property of another, and Jones Act risks or equivalent thereto internationally.
- (iii) Ship repairers legal liability to cover loss, damage or expenses to any property temporarily in the Consultant's care, custody or control.

Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.7 Pollution Liability Insurance or Environmental Impairment Liability

Consultant shall procure and maintain throughout the term of this Agreement, at its cost, Pollution Liability coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's Rating is not available), with Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000.00) combined single limit for injury or death or property damage arising out of each accident or occurrence covering Consultant's services under this Agreement. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. Consultant's pollution liability shall include coverage for losses caused by pollution conditions that arise from the operation of Consultant described under the scope of services of this Agreement and include: (a) on-site and off-site coverage for bodily injury, sickness, disease, mental anguish or shock sustained by a person, including death; (b) on-site and off-site property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed; (c) on-site and off-site defense including costs, charges and expenses incurred in the investigation adjustment or defense of claims for such compensatory damages.

Non-owned disposal site coverage shall also be provided if Consultant is handling, storing or generating hazardous materials or any material/substance otherwise regulated under governmental laws/regulations.

The insurance provided shall contain a severability of interest clause and shall provide that any other insurance maintained by the Harbor Department shall be excess of Consultant's insurance and shall not contribute with it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and severability of interest clause, have no exclusions for Contractual Liability, have no restrictions for Sole Liability of Consultant, and shall not contain any other exclusions contrary to this Agreement.

Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary and Non-Contributory additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

## 9.8 Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this Agreement. This insurance shall protect against claims arising from professional services of the insured,

or by its employees, agents, or contractors, and include coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of Five Million Dollars (\$5,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

#### 9.9 Carrier Requirements

All insurance which Consultant is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

#### 9.10 Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

#### 9.11 Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Consultant.

#### 9.12 Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Consultant shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Consultant neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Consultant.

### 9.13 Right to Self-Insure

Upon written approval by the Executive Director, Consultant may self-insure if the following conditions are met:

1. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
2. Consultant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
5. Consultant provides the name and address of its claims administrator.
6. Consultant submits its most recently filed 10-Q and 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Consultant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Consultant has complied with all laws pertaining to self-insurance.

### 9.14 Accident Reports

Consultant shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Consultant's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Consultant, its officers or managing agents.

10. Personal Services Agreement.

10.1 During the term of this Agreement, Consultant agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of City's Harbor Department.

10.2 Consultant acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Consultant may permit Subconsultant(s) to perform portions of the Scope of Work in accordance with Section 2.3. All Subconsultants whom Consultant utilizes, however, shall be deemed to be its agents. Subconsultants' performance of the Scope of Work shall not be deemed to release Consultant from its obligations under this Agreement or to impose any obligation on the City to such Subconsultant(s) or give the Subconsultant(s) any rights against the City.

11. Confidentiality.

Consultant shall not disclose any proprietary or confidential information of City to any third party or parties during or after the term of this Agreement without the prior written consent of City. The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the Scope of Work and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

12. Affirmative Action.

Consultant shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code are incorporated herein by this reference and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit "F."

13. Small/Very Small Business Enterprise Program and Local Business Preference Program.

It is the policy of City's Harbor Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist City's Harbor Department in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business

enterprises, including SBEs, VSBES, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under this Agreement. See Exhibit "G."

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Consultant and all Subconsultants must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

14. Conflict of Interest.

Consultant has reviewed and understands the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code ("LAMC") Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof. Consultant's signature of this Agreement constitutes its affirmation that any former employees of City or City's Harbor Department that are employed by Consultant and that assist in performing the Scope of Work shall be free of any conflicts of interest with respect to City and City's Harbor Department.

15. Compliance with Applicable Laws.

Consultant's activities under this Agreement, including its performance of the Scope of Work, shall comply with all federal, state, municipal, local and departmental laws, ordinances, rules, regulations, and orders. If in any instance a City standard is more stringent than a state, federal or other requirement, the City standard shall be followed unless the Director notifies the Consultant otherwise in writing, in which case the requirements of said notification shall apply.

16. Trademarks, Copyrights and Patents.

Consultant shall promptly and fully inform Director in writing of any patents, trademarks or copyrights related to services provided under this Agreement or patent trademark or copyright disputes, existing or potential, which Consultant has knowledge of, relating to any idea, design, method, material, equipment or other matter connected

to this Agreement. Consultant agrees to save, keep, hold harmless, protect and indemnify City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

17. Proprietary Information.

Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

18. Royalty-Free License.

If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.



19. City's Disclosure Obligations.

Consultant acknowledges that City is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include, but are not limited to, the California Public Records Act (California Government Code Sections 6250 et seq.) ("Disclosure Laws").

20. Notices.

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purpose hereof, unless otherwise provided by notice in writing from the respective parties, notice to City's Harbor Department shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

21. Taxpayer Identification Number ("TIN").

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

22. Service Contractor Worker Retention Policy and Living Wage Requirements.

Board adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention ("SCWR"), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Agreement and otherwise pursue legal remedies that may be available.

23. Wage and Earnings Assignment Orders/Notices of Assignments.

Consultant and Subconsultants shall comply with all applicable state and federal employment reporting requirements for employees.

Consultant and Subconsultants shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and Subconsultants shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 et seq. of the California Family Code.

24. Equal Benefits Policy.

Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of City's Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit "H."

25. Compliance With Los Angeles City Charter Section 470(c)(12).

The Consultant, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Consultant is required to provide and update certain information to the City as specified by law. Any Consultant subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to Consultant names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to Consultant within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Consultant, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

26. State Tidelands Grants.

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act

Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

27. Construction of Agreement.

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

28. Titles and Captions.

The parties have inserted the section titles in this Agreement only as a matter of convenience and for reference, and the section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

29. Modification in Writing.

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

30. Waiver.

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

31. Governing Law.

This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

32. Severability.

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

33. Jurisdiction.

The parties hereto consent to the jurisdiction of the State of California for the enforcement of this Agreement.

34. Integrated Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

35. Exhibits; Sections.

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to sections are to sections of this Agreement unless stated otherwise.

36. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date next to their signatures.

Date: Dec 2, 2016

THE CITY OF LOS ANGELES, by its  
Board of Harbor Commissioners

By: [Signature]  
EUGENE D. SEROKA  
Executive Director

Attest: [Signature]  
AMBER M. KLESGES  
Board Secretary

Date: 10/27/, 2016

OCEAN BLUE ENVIRONMENTAL  
SERVICES, INC.

By: [Signature]  
President Ron Dore  
(Print Name and Title)

Attest: [Signature]  
Maria C. Lee (C.E.  
(Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

10-31, 2016

MICHAEL N. FEUER, City Attorney  
JANNA B. SIDLEY, General Counsel

By: [Signature]  
JOHN T. DRISCOLL, Deputy

JTD:jpr  
Attachments  
10/24/16

Rev. 08-07-15

Account #	54260	W.O. #	--
Ctr/Div #	0330	Job Fac. #	--
Proj/Prog #	000		
Budget FY:		Amount:	
16/17		\$333,333	
17/18		\$666,667	
18/19		\$666,667	
19/20		\$333,333	
Total:		\$2,000,000	
For Acc/Budget Dry Use Only			
Verified by:		<u>[Signature]</u>	
Verified Funds Available:		<u>[Signature]</u>	
Date Approved:		10/31/16	

## EXHIBIT A

### Scope of Work

The Emergency Response and Hazardous Waste Management program responds to both emergency and non-emergency chemical spills, releases of regulated and/or hazardous materials, and abandoned wastes within the Port of Los Angeles. In this function, EMD responds to requests for services from other Harbor Department divisions and State and Federal agencies, including the United States Coast Guard (USCG), Department of Fish & Game, United States Environmental Protection Agency (USEPA), and the Regional Water Quality Control Board.

The Harbor Department requires the services of qualified contractors to support and perform all phases of on-site waste management, such as containment of spills, and cleanup of releases or abandoned waste on an as-needed basis in the following categories:

#### A. Emergency Response

Emergency Response is the ability to respond to a spill or uncontrolled release of a hazardous or regulated material on an emergency basis at any time, 24 hours per day, 7 days per week (including holidays), and provide containment and cleanup as required by local, state and federal regulatory agencies, and as directed by the Harbor Department. The contractor should have the ability to arrive on-scene within 30 to 45 minutes of notification. These spills may involve containment and cleanup operations in storm drains, pipelines, groundwater, and in other water bodies, including navigable waters of the state, such as the ocean, harbors, lakes, reservoirs, streams, canals, and rivers.

#### B. Unidentified Waste

Unidentified wastes are unlabeled containers with unknown substances deposited on Harbor Department property that require removal.

1. The contractor must have the ability to identify, package, and transport the unidentified wastes deposited on Harbor Department properties or right-of-way for recycling, treatment, or disposal.
2. Response to this waste stream will usually be required during normal working hours.

#### C. Waste Management

Waste Management is the ability to identify, categorize, remove, package and recycle, or dispose of hazardous, non-hazardous, and regulated waste that are generated through the normal work process of maintaining Harbor Department property or equipment.

1. Response to this waste stream will usually be required during normal working hours.
2. The contractor will be required to be on-site at a Harbor Department facility at a mutually agreed-upon time with an authorized Department employee.

3. Waste management services may include, but are not limited to:

- a. Removal and excavation of contaminated debris;
- b. Laboratory packing of chemicals;
- c. Packaging and consolidating hazardous materials;
- d. Identifying and packaging unidentified materials;
- e. Characterizing and profiling of waste prior to disposal; and
- f. Transporting waste for disposal.

4. For the purpose of this RFP, regulated and/or hazardous materials include, but are not limited to:

- a. Asbestos, crude oil and petroleum products, including fuel oil, mineral oil, gasoline, diesel;
- b. Corrosive liquids, including acid, alkaline, and ammonia solutions,
- c. Polychlorinated Biphenyl's (PCB) and PCB-contaminated materials;
- d. Mercury, lead, and other metals;
- e. Ferric Chloride;
- f. Chlorine;
- g. Waste tires;
- h. Treated wood;
- i. Bio-hazard waste;
- j. Sewage; and
- k. Other environmental regulated media.

#### D. Miscellaneous Services

In addition to emergency response, EMD routinely assists other divisions with:

- Management and disposal of both hazardous and non-hazardous wastes generated by Harbor Department maintenance operations and construction projects;
- Collection and disposal of waste oil from collection sheds set up for commercial fishing boats;
- Abatement of lead-based paint and asbestos-containing materials in/on Harbor Department structures;
- Cleaning of facilities contaminated by biological wastes;
- Pickup and disposal of dead marine mammals from harbor waters;
- Storm drain cleaning and maintenance;
- Support the Harbor Department's Derelict Boat Removal program by providing removal and disposal of hazardous or regulated waste;
- Pressure-washing/steam cleaning;
- Mold abatement;
- Assist Construction and Maintenance staff on projects that involve confined space;
- Remove and dispose of Underground Storage Tanks (UST); and
- Waste management prior to and during Harbor Department sponsored events.

## Required Equipment

The contractor **must** have, or have immediate access to, the following equipment and services:

- WIC/24-7 Emergency response;
- Stainless steel vacuum truck;
- Black iron vacuum trucks steel – 20 BBL, 70 BBL, 120 BBL;
- Emergency response unit – Level B;
- Blood & Bio cleanup;
- Registered waste tire hauler; and
- Boat(s) for waterside spills.

It is recommended that the contractor have, or have immediate access to, the following equipment and services:

- Roll-off bins and trailer;
- Tandem roll-off trailer;
- Flat bed box van;
- Self-powered work barge;
- Booming vessel and work skiff – w/ Hull & Machinery Insurance;
- Portable containment boom system – 1000' of boom with hydraulic power pack;
- Oil spill skimmers – drum style, mop style;
- Skim packs;
- Mercury vapor analyzer and Organic Vapor Analyzer (calibrated);
- Haz Mat kit – chemical identification;
- Sufficient amount/length of containment boom (at least 10,000 feet);
- Super sucker/jetter combos;
- Salvage and diving services; and
- Trauma scene practitioner with license to haul medical waste.

## General Requirements

The Contractor shall perform all tasks in accordance with all applicable local, state, and federal regulations. Proposer must also perform activities in compliance with all appropriate elements of Harbor Department policies, tariffs, and programs (e.g., Construction and Maintenance Division's Emergency Management System, storm water control measures, Water Resources Action Plan, Clean Air Action Plan, etc.).

The Contractor must be capable of responding to regulated and/or hazardous materials discharge to inland, river/canal, and coastal/ocean environments.



## **A. Laboratory Services**

The Contractor must have access to the services of a California State Certified environmental laboratory equipped to perform waste characterization analyses mandated by the Code of Federal Regulations (CFR) 40 and Code of California Regulations (CCR) Title 22 and in accordance with USEPA Solid Waste (SW)-846 test methods of evaluation of solid wastes, physical/chemical methods. The capabilities of the lab must include, but are not limited to, analysis by Atomic Absorption (AA), AA – flame, AA Spectroscopy – Graphite furnace, Fluorescence, Gas Chromatography (GC), and GC-Mass Spectrometry for all regulated organics, X-ray Fluorescence, Organic Vapor Analyzer, Inductively Coupled Plasma/Atomic Emission Spectroscopy, pH, and flash-point testing.

## **B. Disposal and Transportation**

The Contractor shall provide disposal services of a fully permitted waste disposal facility or facilities capable of handling non-hazardous and hazardous wastes, including California regulated wastes, Resource Conservation and Recovery Act (RCRA) Federal regulated wastes, and liquid/solid waste under the Toxic Substances Control Act.

All subcontractors and all identified hazardous or regulated waste recycling and disposal sites must be reviewed and approved for environmental acceptability and regulatory compliance with applicable state and federal laws, at the sole discretion of EMD. All recycling, treatment, storage, and/or disposal facilities must operate under Federal and State licenses/permits.

The Contractor shall ensure that all wastes handled, stored or transported are properly contained and labeled for shipment in accordance with all applicable State and Federal regulations.

The Contractor shall provide transportation of hazardous waste to a treatment, storage or disposal facility by a licensed and permitted hazardous waste transporter.

The Contractor shall furnish all labor, materials, and equipment as well as technical expertise, supervision, and management to effectively identify, package, clean up, and transport the various regulated, non-hazardous and hazardous waste for recycling, treatment, and/or disposal.

## **C. Manifest Documents**

The Contractor shall provide properly prepared non-hazardous and hazardous waste manifest documents for waste to be transported to disposal or treatment facilities.

On non-emergency or routine jobs, the Contractor shall coordinate with Harbor Department staff and hazardous waste disposal or treatment facilities to provide hazardous waste profiles and manifests to the Harbor Department.

## Project Management

Selected Contractors will work directly under the supervision of a Project Manager from the Environmental Management Division.

## Project Deliverables

The Contractor must submit a monthly summary report describing all work assignments, including a running total of costs. The report must be cumulative. EMD will provide the format for the report.



925 West Esther Street  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

**SPECIAL RATES FOR PORT OF LOS ANGELES  
EFFECTIVE JULY 12, 2016**

**DEFINITIONS**

**Straight Time:** Monday through Friday, from 7:00 AM to 4:00 PM.

**Overtime:** Monday through Friday, before 7:00 AM and after 4:00 PM,  
and all day on Saturdays

**Premium Time:** Sundays & Following Holidays,  
All Premium Time will be billed at reduced Overtime Rate

**HOLIDAYS OBSERVED**

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Presidents Day
Veterans Day	Memorial Day
Fourth of July	Thanksgiving Day
Day after Thanksgiving	December 24th
Christmas Day	

**MINIMUM CHARGES**

**No minimum charges for any call outs.**

**SUBCONTRACTOR AND OUTSIDE COSTS**

**Subcontractors & Subconsultants cost plus 9%. Rental Items are charged at cost only.  
Purchased materials & Supplies at cost only.**



925 West Esther Street  
Long Beach, CA 90813

Ph: (562) 624-4120  
Fx: (562) 624-4127

## FOR PORT OF LOS ANGELES ONLY

### 1. HAZARDOUS WASTE-TRAINED PERSONNEL

#### HOURLY RATE

CLASSIFICATION	STRAIGHT TIME	OVER- TIME	PREMIUM TIME
0001 PROJECT MANAGER	82.80	104.50	104.50
0002 HEALTH & SAFETY MANAGER	82.50	104.50	104.50
0003 SUPERVISOR	77.00	99.00	99.00
0004 CHEMIST / INDUSTRIAL HYGIENIST	77.00	99.00	99.00
0005 LEAD TECHNICIAN	55.00	77.00	77.00
0006 EQUIPMENT OPERATOR	55.00	77.00	77.00
0007 TECHNICIAN 1	53.24	70.18	70.18
0008 TECHNICIAN 2 (ILWU)	75.00	112.50	112.50
0009 CLERICAL	49.50	66.00	66.00

ALL PERSONNEL HAVE AT A MINIMUM, 40-HR HAZ-WOPER TRAINING AS SPECIFIED BY 29 CFR 1910.120

### 2. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES

#### HOURLY RATE

0010 PICKUP TRUCK	18.50
0011 UTILITY TRUCK W/TRAFFIC CONTROL LIGHTS	44.00
0012 GEAR TRUCK W/LIFTGATE	44.00
0013 EMERGENCY RESPONSE UNIT - LARGE	104.50
0014 EMERGENCY RESPONSE UNIT - SMALL	71.50
0015 CREW VAN	22.00
0016 DUMP TRAILER 10,000 GVW	44.00
<u>DAILY RATE</u>	
0017 BACKHOE/EXTENDHOE "4X4" 310	467.50
0018 FORKLIFT 5,000LB	220.00
0019 FRONT END LOADER 4 CUBIC YD BUCKET	797.50
0020 EXCAVATOR JD 220	797.50
0021 HEAVY EQUIPMENT TRAILER 25'	275.00
0022 4X4 ATV HONDA 400cc	220.00
0023 HEAVY EQUIPMENT MOBILIZATION ONE WAY	275.00

### 3. CERTIFIED HAZARDOUS WASTE TRANSPORTATION VEHICLES WITH DRIVERS/OPERATOR

#### HOURLY RATE

0024 VACUUM TRAILER - 20 BBL* S/T	99.00
0025 VACUUM TRAILER - 20 BBL* O/T	145.20
0026 VACUUM TRAILER - 20 BBL* P/T	145.20
0027 HYDRO EXCAVATOR 1000 CFM* S/T	99.00
0028 HYDRO EXCAVATOR 1000 CFM* O/T	145.20
0029 HYDRO EXCAVATOR 1000 CFM* P/T	145.20
0030 WATER TRUCK - 2500 GALLON * S/T	99.00
0031 WATER TRUCK - 2500 GALLON * O/T	145.20
0032 WATER TRUCK - 2500 GALLON * P/T	145.20
0033 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* S/T	99.00
0034 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* O/T	145.20
0035 VACUUM TRUCK - 70 BBL W/ ROPER PUMP* P/T	145.20

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0036	VACUUM TRUCK - 120 BBL* S/T	114.95
0037	VACUUM TRUCK - 120 BBL* O/T	151.25
0038	VACUUM TRUCK - 120 BBL* P/T	151.25
0039	VACUUM TRUCK - 120 BBL STAINLESS STEEL* S/T	127.05
0040	VACUUM TRUCK - 120 BBL STAINLESS STEEL* O/T	163.35
0041	VACUUM TRUCK - 120 BBL STAINLESS STEEL* P/T	163.35
0042	ROLL-OFF TRUCK* S/T	108.90
0043	ROLL-OFF TRUCK* O/T	145.20
0044	ROLL-OFF TRUCK* P/T	145.20
0045	ROLL-OFF TRUCK AND TRAILER* S/T	127.05
0046	ROLL-OFF TRUCK AND TRAILER* O/T	163.35
0047	ROLL-OFF TRUCK AND TRAILER* P/T	163.35
0048	END DUMP TRUCK - 24 TON* S/T	127.05
0049	END DUMP TRUCK - 24 TON* O/T	163.35
0050	END DUMP TRUCK - 24 TON* P/T	163.35
0051	40' BOX VAN W/ TRACTOR* S/T	114.95
0052	40' BOX VAN W/ TRACTOR* O/T	151.25
0053	40' BOX VAN W/ TRACTOR* P/T	151.25
0054	40' FLATBED W/ TRACTOR* S/T	114.95
0055	40' FLATBED W/ TRACTOR* O/T	151.25
0056	40' FLATBED W/ TRACTOR* P/T	151.25
0057	JETTER / SUPERSUCKER COMBO* S/T	157.30
0058	JETTER / SUPERSUCKER COMBO* O/T	181.50
0059	JETTER / SUPERSUCKER COMBO* P/T	181.50
0060	OMNI VAC* S/T	275.00
0061	OMNI VAC* O/T	308.00
0062	OMNI VAC* P/T	308.00
0063	HYDRO EXCAVATOR 5200 CFM* S/T	275.00
0064	HYDRO EXCAVATOR 5200 CFM* O/T	308.00
0065	HYDRO EXCAVATOR 5200 CFM* P/T	308.00

\*\*\* DENOTES WITH OPERATOR.

### 4. RESPIRATORY / CONFINED SPACE ENTRY EQUIPMENT

0080	SELF-CONTAINED BREATHING APPARATUS (30 MIN.)	93.50	DAILY
0081	8-PACK BREATHING AIR BOTTLES	220.00	DAILY
0082	5-MINUTE EGRESS AIR BOTTLE	18.50	DAILY
0083	TRIPOD W/DOUBLE WINCHES	209.00	DAILY
0084	FULL BODY HARNESS W/SHOCK ABSORBER	18.50	DAILY
0085	COPPUS BLOWER	104.50	DAILY
0086	4-GAS AIR MONITOR	137.50	DAILY
0087	PERSONAL 4-GAS METER	137.50	DAILY
0088	OVA MONITOR	220.00	DAILY
0089	MERCURY VAPOR ANALYZER	487.50	DAILY

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### 5. TRAFFIC CONTROL

0070	DELINEATOR/REFLECTIVE, EACH	NO CHARGE	DAILY
0071	TRAFFIC CONE/REFLECTIVE, EACH	NO CHARGE	DAILY
0072	ARROW BOARD	165.00	DAILY
0073	PERSONNEL SAFETY VEST / REFLECTIVE	NO CHARGE	
0074	TRAFFIC CONTROL SIGNS 48"X48" / REFLECTIVE	NO CHARGE	

### 6. CLEANING EQUIPMENT (INCLUDING HOSES)

0075	STEAM MACHINE 1,000 PSI 22 GPM	49.50	HOURLY
0076	STEAM MACHINE 3,500 PSI 6 GPM	49.50	HOURLY
0077	HYDROBLASTER	49.50	HOURLY
0078	AIR COMPRESSOR	38.50	HOURLY
0079	DIAPHRAGM PUMP	82.50	DAILY
0080	TRASH PUMP 3"	165.00	DAILY
0081	TRASH PUMP 4" TRAILER MOUNTED	308.00	DAILY
0082	TRASH PUMP 6" TRAILER MOUNTED	396.00	DAILY
0083	PORTABLE DECON STATION - 3 SHOWER STALLS	330.00	DAILY
0084	DECON PAD 10'X50'X10"	165.00	DAILY
0085	ELECTRIC 12 VOLT DIESEL TRANSFER PUMP	63.80	DAILY

### 7. PORTABLE STORAGE UNITS

0086	500-BBL VAPOR TIGHT EZ CLEAN TANK	71.50	DAILY
0087	SECONDARY CONTAINMENT ON 500-BBL TANK	38.50	DAILY
0088	550-BBL MOBILIZATION	385.00	ONE WAY
0089	20 YARD OPEN/CLOSED TOP	16.50	DAILY
0090	40 YARD OPEN/CLOSED TOP	18.70	DAILY
0091	VACUUM BIN - 20 YD	110.00	DAILY
0092	DE-WATERING BIN - 20YD	110.00	DAILY
0093	DE-WATERING BIN FILTER	82.50	EACH
0094	BIN LINER	55.00	EACH

### 8. OIL SPILL EQUIPMENT

0095	RAPID BOOM DEPLOYMENT SYSTEM	165.00	DAILY
0096	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	110.00	DAILY
0097	BOOM TRAILER (STANDBY) W/1600' OF 8" x 18"	1,650.00	MONTHLY
0098	BOOM 8" x 18" (DEPLOYED)	1.65	PER FT/DAY
0099	GROUND TACKLE FOR BOOM 25 LB ANCHOR / BUOY SET	55.00	EADAY
0100	SPILL CONTROL BOAT - 14' W/40HP OUTBOARD	55.00	HOURLY
0101	TOW/SPILL CONTROL BOAT 19' W/90HP	93.50	HOURLY
0102	TOW/SPILL CONTROL BOAT 22' W/200HP	104.50	HOURLY
0103	22' X 8' SELF POWERED BARGE	99.00	HOURLY
0104	12' PUNT WITH 5 HP OUTBOARD	25.30	HOURLY
0105	12' PUNT	14.30	HOURLY
0106	PUNT TRAILER	NO CHARGE	
0107	45' BOX VAN EQUIPMENT FOR EMERG. RESPONSE	235.50	DAILY
0108	ROPE MOP SKIMMER	58.30	HOURLY

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0109	DRUM SKIMMER TDS-136 W/ POWER PACK	88.00	HOURLY
0110	SKIM-PAK SERIES 4000 W/ CONTROL SYSTEM	82.50	DAILY
0111	INFLATABLE PLUGS 6" TO 12"	71.50	DAILY
0112	INFLATABLE PLUGS 12" TO 24"	110.00	DAILY

### 9. TOOLS AND OTHER EQUIPMENT

0113	BETTS VALVE	165.00	DAILY
0114	BROOMS	NO CHARGE	
0115	BROOMS HAZ-MAT	NO CHARGE	
0116	CELLULAR PHONE (CALLS INCL.)	NO CHARGE	
0117	CHEST WADERS	22.00	DAILY
0118	CUTTING TORCH	165.00	DAILY
0119	DRUM VACUUM - 55 GALLON	88.00	DAILY
0120	EXPLOSION-PROOF FLASH LIGHT	NO CHARGE	
0121	EYEWASH STATION	NO CHARGE	
0122	FLASHLIGHT	NO CHARGE	
0123	FORKLIFT TRAILER	110.00	DAILY
0125	HAZ-CAT KIT	27.50	PER TEST
0126	HEAVY DUTY JETTER NOZZLE	250.00	DAILY
0127	HEDGE TRIMMERS	NO CHARGE	
0128	HEPA VACUUM (DRY)	154.00	DAILY
0129	HIP WADERS	NO CHARGE	
0130	HUDSON SPRAYER	NO CHARGE	
0131	GAS POWERED AGITATOR W/EXT. & BLADES	250.00	DAILY
0132	GENERATOR 5 KW (SMALL PORTABLE)	82.50	DAILY
0133	LIFE JACKETS	NO CHARGE	
0134	LIGHT STAND	27.50	DAY
0135	LIGHT TOWER (4 BULB)	209.00	DAILY
0136	MACHETES	NO CHARGE	
0137	MERCURY VACUUM	176.00	DAILY
0138	NEG AIR MACHINE 2000 CFM	176.00	DAILY
0139	PALLET JACK	NO CHARGE	DAILY
0140	REPLACEMENT HEPA FILTERS FOR NEG AIR	220.00	EACH
0141	12" FLEXABLE INLET/EXHAUST DUCTING	27.50	DAILY
0142	12" DISPOSABLE EXHAUST DUCTING	176.00	ROLL
0143	PER DIEM ALLOWANCE ON TRAVEL	NO CHARGE	EACH
0144	POGO PUMP	27.50	EACH
0145	PORTABLE RESTROOM	55.00	DAILY
0146	PORTABLE RESTROOM W/WASH AND TRAFFIC CONTROL	220.00	DAILY
0147	PROFILING FEE (PER WASTE STREAM)	NO CHARGE	
0148	INTRINSICALLY SAFE RADIO 2-WAY	33.00	DAILY
0149	RAKES	NO CHARGE	
0150	RIVET BUSTER	165.00	DAILY
0151	RIVET BUSTER BIT SET	44.00	EACH
0152	SAWZALL WITH MULTIPLE BLADES	71.50	DAILY
0153	SHOVELS	NO CHARGE	
0154	SHOVELS/HAZ-MAT	NO CHARGE	
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0155	SQUEEGEES	NO CHARGE
0156	VENTILATION FAN	71.50 DAILY
0157	VAPOR TIGHT DROP LIGHTS	13.20 DAILY
0158	WATER TANK TRAILER W/PUMP	390.50 DAILY

### 10. MATERIALS

0159	5-GAL DOT DRUM, POLY	24.20	EACH
0160	10-GAL DOT DRUM, STEEL	24.20	EACH
0161	15-GAL DOT DRUM, STEEL	24.20	EACH
0162	15-GAL DOT DRUM, POLY	24.20	EACH
0163	20-GAL DOT DRUM, STEEL	24.20	EACH
0164	30-GAL DOT DRUM, STEEL	24.20	EACH
0165	30-GAL DOT DRUM, POLY	24.20	EACH
0166	55-GAL DOT DRUM, STEEL	55.00	EACH
0167	55-GAL DOT DRUM, POLY	55.00	EACH
0168	85-GAL DRUM, OVERPAK	203.50	EACH
0169	BOOT COVER	NO CHARGE	
0170	CAUTION / BARRICADE TAPE	27.50	PER ROLL
0171	DIESEL FUEL (FOR EQUIPMENT)	4.95	GALLONS
0172	DRINKING WATER - 24 BOTTLE CASE	NO CHARGE	
0173	DRUM LABEL	NO CHARGE	
0174	DUCT TAPE	7.70	PER ROLL
0175	EAR MUFFS	NO CHARGE	
0176	EAR PLUGS 200/BOX	NO CHARGE	
0177	FACE SHIELD	NO CHARGE	
0178	HAND CLEANER	NO CHARGE	
0179	HARD HATS	NO CHARGE	
0180	MANIFEST FORMS	NO CHARGE	
0181	OIL SORBENT POM POMS	99.00	BALE
0182	PLASTIC BAGS 8 MIL	88.00	PER BOX
0183	PLASTIC SHEETING 8 MIL	88.00	PER BOX
0184	RAGS - 50 POUND BOX	60.50	PER BOX
0185	ROPE 1/2 POLY 100'	25.00	EACH
0186	SAMPLE JARS - 1QT	4.40	EACH
0187	SAND BAGS	4.40	EACH
0188	SORBENT BOOM 8" x 10"	52.80	EACH
0189	SORBENT PADS 18"x18"x1/2" (100/BALE)	101.20	BALE
0190	SUPERFINE (33 LBS)	20.90	PER BAG
0191	TRI-WALL BOXES	154.00	EACH
0192	VACTOR FLEX HOSE 4" DISPOSABLE	2.00	PER FOOT
0193	VACTOR FLEX HOSE 6" DISPOSABLE	3.00	PER FOOT





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### 11. PERSONAL PROTECTIVE EQUIPMENT (PPE)

0194	LEVEL "A" - FULLY ENCAPSULATED GAS-TIGHT SUIT WITH SCBA	165.00	PER SET
0195	LEVEL "B" - POLYTYVEK THROUGH FULLY ENCAPSU- LATED SUIT, BUT NOT GAS-TIGHT, W/SCBA	104.50	PER SET
0196	LEVEL "C" - TYVEK THROUGH SARANEX SUIT W/ AIR PURIFYING RESPIRATOR	49.50	PER SET
0197	LEVEL "D" - TYVEK, POLYTYVEK, COVERALL OR RAINGEAR SUIT WITH GLOVES, BOOTS, HARDHAT AND SAFETY GLASSES	27.50	PER SET

### 12. STORM WATER MANAGEMENT

0198	FILTRATION SYSTEM (10 GPM)	110.25	DAILY
0199	METALS POLISHER	120.00	DAILY
0200	BACTERIA POLISHER	103.50	DAILY

#### *1. STORM DRAIN FILTERS FOR CURB INLETS BASKETS & BRACKETS*

0201	36" - FILTER BAG - SMALL PARTICULATES	481.00	EACH
0202	42" - FILTER BAG - SMALL PARTICULATES	546.00	EACH
0203	48" - FILTER BAG - SMALL PARTICULATES	611.00	EACH
0204	60" - FILTER BAG - SMALL PARTICULATES	676.00	EACH
0205	84" - FILTER BAG - SMALL PARTICULATES	741.00	EACH
0206	36" - FILTER BAG - LARGE PARTICULATES	390.00	EACH
0207	42" - FILTER BAG - LARGE PARTICULATES	455.00	EACH
0208	48" - FILTER BAG - LARGE PARTICULATES	520.00	EACH
0209	60" - FILTER BAG - LARGE PARTICULATES	585.00	EACH
0210	84" - FILTER BAG - LARGE PARTICULATES	650.00	EACH

#### *2. FILTERS FOR DROP INLETS*

0211	12" X 12" SMALL PARTICULATES	403.00	EACH
0212	18" X 18" SMALL PARTICULATES	468.00	EACH
0213	24" X 24" SMALL PARTICULATES	546.00	EACH
0214	25" X 36" SMALL PARTICULATES	598.00	EACH
0215	36" X 36" SMALL PARTICULATES	683.00	EACH
0216	48" X 48" SMALL PARTICULATES	891.00	EACH
0217	12" X 12" LARGE PARTICULATES	325.00	EACH
0218	18" X 18" LARGE PARTICULATES	390.00	EACH
0219	24" X 24" LARGE PARTICULATES	468.00	EACH
0220	25" X 36" LARGE PARTICULATES	520.00	EACH
0221	36" X 36" LARGE PARTICULATES	585.00	EACH
0222	48" X 48" LARGE PARTICULATES	813.00	EACH

#### *3. FILTERS FOR ROUND INLETS*

0223	12" - 24" SMALL PARTICULATES	566.00	EACH
0224	12" - 24" LARGE PARTICULATES	488.00	EACH

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0225	REPLACEMENT PARTICULATE FILTERS	200.00	EACH
<b>4. OPTIONAL MEDIA</b>			
0226	Optional Media - Oil Rubberizer	72.00	EACH
0227	Optional Media - ZPG Blend	72.00	EACH
0228	Optional Media - SAC	72.00	EACH
0229	Optional Media - Zeolite	72.00	EACH
0230	Optional Media - Activated Carbon	72.00	EACH
0231	Optional Media - Perlite	72.00	EACH



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### *Haz and Non-Haz Waste Disposal Fee*

#### A. BULK DISPOSAL PRICING

##### Liquids

0232	Non-Hazardous Liquids	0.40 PER GALLON
0233	Suspended Solid Surcharge	1.50 PER GALLON
0234	Non-RCRA Haz Waste Liquid	0.75 PER GALLON
0235	Suspended Solid Surcharge	2.00 PER GALLON
0236	Washout Fee	450.00 EACH
0237	Chemical Cleaning of Vacuum Trailer	550.00 EACH
0238	Certified Scale Weight of a Truck	25.00 EACH

##### Solids

			<u>Min bulk load Charge</u>
0239	Treated Wood Waste	95.00 PER TON	390.00
0240	Asbestos containing debris	120.00 PER TON	391.00
0241	Friable Asbestos (OUT OF STATE)	50.00 PER TON	392.00
0242	Waste Tires	120.00 PER TON	393.00
0243	Empty containers less than 55 gallons	140.00 PER TON	394.00
0244	Non-Hazardous Waste debris	150.00 PER TON	395.00
0245	Non-Haz SOIL	70.00 PER TON	396.00
0246	Non-Haz SOIL Thermal treated	70.00 PER TON	397.00
0247	Non-RCRA SOIL Landfill	156.00 PER TON	398.00
0248	Non-RCRA SOIL w/metals disposal out of state	55.00 PER TON	399.00
0249	RCRA SOIL with metals stabilization	350.00 PER TON	400.00
0250	Non-RCRA SOIL w/TPH AZ special Waste	55.00 PER TON	350.00

#### B. DRUM DISPOSAL PRICING

		<u>55 gallon</u>	<u>30 gallon</u>	<u>20 gallon</u>	<u>15 gallon</u>	<u>5 gallon</u>
0251	Non-Haz Water	85.00	68.00	54.40	43.52	34.82
0252	Non-Haz Solid	95.00	76.00	60.80	48.64	38.91
0253	Non-RCRA sludge	220.00	176.00	140.80	112.64	90.11
0254	Non-RCRA Oily water	115.00	92.00	73.60	58.88	47.10
0255	Non-RCRA liquids (hard to treat)	275.00	220.00	176.00	140.80	112.64
0256	Non-RCRA Solids	130.00	104.00	83.20	66.56	53.25
0257	Non-RCRA grease	240.00	192.00	153.60	122.88	98.30
0258	RCRA liquids	400.00	320.00	256.00	204.80	163.84
0259	RCRA Solids (stabilization landfill)	295.00	236.00	188.80	151.04	120.83
0260	Oil Filters	150.00	120.00	96.00	76.80	61.44
0261	Waste Oil Non-chlorinated	160.00	120.00	96.00	76.80	61.44
0262	Waste Oil with <50 ppm PCB	225.00	180.00	144.00	115.20	92.16
0263	Waste Oil with >50 ppm PCB	7.50 per pound with 350.00 minimum				
0264	Waste Antifreeze	220.00	176.00	140.80	112.64	90.11
0265	Waste Latex paint	240.00	192.00	153.60	122.88	98.30
0266	Waste gas and water (D001)	210.00	168.00	134.40	107.52	86.02
0267	Waste Flammable Liquid	210.00	168.00	134.40	107.52	86.02
0268	Waste Corrosive Liquids ( no metals) acidic	420.00	336.00	268.80	215.04	172.03
0269	Waste Corrosive Liquids ( no metals) Caustic	420.00	336.00	268.80	215.04	172.03



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0270	Lead Base Paint Chips	375.00	300.00	240.00	192.00	153.60
0271	Waste Asbestos NON Friable	175.00	140.00	112.00	89.60	71.68
0272	Waste Asbestos Friable	225.00	180.00	144.00	115.20	92.16
0273	Ballasts with PCB	2.50 per pound with \$550 minimum				
0274	Ballasts with without PCB	375.00	300.00	240.00	192.00	153.60

Note: all the over pack of 55 gallons drums into 85 gallon drums will be charged \$150.00 Surcharge.

			<u>minimum charge</u>
0275	Flammable sludges/Solids	2.50 PER LB	550.00
0276	Oxidizers Solids / Liquids	4.70 PER LB	1,000.00
0277	Waste Aerosols	3.75 PER LB	480.00
0278	Elemental Mercury	45.00 PER LB	1,200.00
0279	Mercury related	9.50 PER LB	800.00
0280	Empty metal drums	50.00 PER DRUM	
0281	Empty poly drums	85.00 PER DRUM	

#### Lab Packs

0282	Latex Paints (lab Packs) cubic yard tri-wall box	\$850.00 PER TRIWALL BOX				
		<u>55 gallon</u>	<u>30 gallon</u>	<u>20 gallon</u>	<u>15 gallon</u>	<u>5 gallon</u>
0283	Non-RCRA Liquids	250.00	200.00	160.00	128.00	102.40
0284	Non-RCRA Solids	250.00	200.00	160.00	128.00	102.40
0285	Flammable Liquids (d003)	390.00	312.00	249.60	199.68	159.74
0286	Flammable Solids (4.1)	450.00	360.00	288.00	230.40	184.32
0287	Hazardous Waste Liquids (9)	450.00	360.00	288.00	230.40	184.32
0288	Hazardous Waste Solids (9)	450.00	360.00	288.00	230.40	184.32
0289	Oxidizing minimum price drum pricing	4.70 per pound with \$1000 minimum				
0290	Corrosive Liquids/Solids (8)	450.00	360.00	288.00	230.40	184.32
0291	Toxic Liquids (organic / Inorganic 6.1)	650.00	520.00	416.00	332.80	266.24
0292	toxic Solids (organic / inorganic 6.1)	650.00	520.00	416.00	332.80	266.24
0293	Flammable/toxic Liquids (3,6.1)	650.00	520.00	416.00	332.80	266.24
0294	Flammable/toxic Solids (4.1,6.1)	650.00	520.00	416.00	332.80	266.24
0295	Flammable/ corrosive Liquid/Solids	650.00	520.00	416.00	332.80	266.24

#### Bio hazardous, blood borne pathogen, medical waste, sharps

0296	BIO HAZARDOUS WASTE STERILIZATION	90.00	PER 55 GALLON TUB
0297	BIO HAZARDOUS WASTE STERILIZATION	50.00	PER 30 GALLON TUB
0298	BIO HAZARDOUS WASTE STERILIZATION	30.00	PER 5 GALLON TUB
0299	BIO HAZARDOUS WASTE - INCINERATION	250.00	PER 55 GALLON TUB
0300	BIO HAZARDOUS WASTE - INCINERATION	135.00	PER 30 GALLON TUB
0301	BIO HAZARDOUS WASTE - INCINERATION	50.00	PER 5 GALLON TUB

**PORT OF LOS ANGELES  
SCHEDULE OF FEES AND CHARGES**

**OTHER PROJECT CHARGES**

**Minimum Charge**

All field labor and equipment are subject to a four (4) hour minimum charge. Charges stem from Consultant's cost for mobilization of equipment, staff and subconsultant/subcontractors from facility to the job site.

**Subconsultant/Subcontractors**

The cost of services rendered by subconsultant/subcontractors will be charged at actual costs plus 9% markup. Disposal Facilities and Equipment rental companies are not eligible for this mark-up.

**Other Direct Charges (ODC)**

Services, Equipment & Materials not listed on Consultant Rate Sheet will be charged at actual cost.

**Miscellaneous Charges**

The cost of services for Disposal, Dumping, Decontamination, Wash Out and Laboratory charges will be at actual cost.

**Communications**

The cost of communications including telephone, telex, facsimile, routine postage and incidental copying will be charged at cost.

**Travel and Subsistence (Meals, Lodging and Airfare)**

Does not apply to this contract.

**Vehicles and Mileage**

Company vehicle (not listed in the rate schedule) mileage will be charged at the current Federal Travel Regulation (FTR) mileage allowance. IRS rates are posted annually at [www.irs.gov](http://www.irs.gov).

**Reproduction**

All outside reproduction materials and supplies will be charged at cost.

**NOTE:**

When staff appears as expert witnesses in court trials, mediations, arbitration hearings and depositions, their time will be charged at 1.5 times individual hourly rates as stated in consultant's rate schedule.

**CONFLICTS:**

If any provision of this page of Exhibit "B" conflicts with any fee or charge set forth on any other page of Exhibit "B", the provision of this page shall be deemed to supersede any such conflicting provision.

**EXHIBIT B**



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### **Budget Control Measures**

Ocean Blue created preferred special pricing for the Port of Los Angeles and we have negotiated preferred pricing with our subcontractors.

We also maintain running job totals that are reflected on each invoice. Additionally Ocean Blue provides—at no charge—detailed project estimates, and we track these costs to ensure we are on budget & schedule. If the scope of work changes, or there is a cost or schedule change, we will notify EMD at once.

We also provide detailed monthly reports tracking the invoice date, job date, job/invoice number, requester, project description/location and disposal facilities. We can provide actual daily costs if requested.

In 2008, the economy's downturn affected everyone's business. To provide support, Ocean Blue alleviated some financial burden placed on municipalities & the Port. For the Port, Ocean Blue kept its rates from the 2007 to the 2010 contract proposal. Furthermore, we lowered existing contract rates 10% for a one year period; as we did for other municipal clients.

### **Large Transportation Vehicles**

To comply with newly imposed CARB laws (California Air Resources Board), Ocean Blue replaced our large fleet of trucks. We have spent nearly 3 million dollars within the last 5 years purchasing CARB compliant vehicles. The new trucks' emission control costs 30% more to purchase & operate. Although the Port of Los Angeles made grant money available to trucking companies, these funds were limited to container trucks. Therefore Ocean Blue did not qualify for the program. Also note that Ocean Blue does not charge a fuel surcharge for large transportations vehicles which is typical in the transportations industry.

# MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/SBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No.	Division	Contract Administrator
Contractor	*Group	Contract Title/Project
Contract Amount	Start Date	End Date
Total Amount Invoiced to Date		
SBE Mandated Participation Percentage	SBE	VSBE
Proposed Subcontractor Percentage	MBE	WBE OBE DVBE

	Name of Subcontractor	Type of Work Performed	SBE/SBE/MBE/WBE/OBE/DVBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount	Contract Percentage
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Directions:**

- Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount
- Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date
- Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

\* Group = (SBE/SBE/MBE/WBE/OBE/DVBE)

## **EXHIBIT D**

### **BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER**

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411



## EXHIBIT E

### INVOICE SAMPLE

*Does not have to be exact but components must be present in your invoice and/or backup.*

#### Company Letterhead

AGMT No:  
BTRC No.:  
TIN:

Invoice Number:  
Invoice Date:  
POLA PM:

PD# - Project Title  
Billing Period: MM/DD/YY - MM/DD/YY

PERSONNEL:	Rate/Hour	Current Hours	Current Total
Name & Title	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
"	\$0.00	0	\$0.00
Total Labor Cost:			\$0.00

SUBCONSULTANT:		Current Total
Name of Subconsultant		\$0.00
		\$0.00
		\$0.00
		\$0.00
Total Subconsultant Cost:		\$0.00

	Current Total
<b>OTHER DIRECT COSTS/REIMBURSABLE EXPENSES:</b>	
<i>Description - Mileage, Parking, Car Rentals, Reproduction/Copies, etc.</i>	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>Total Other Direct Cost:</b>	<b>\$0.00</b>

REMIT PAYMENT TO:  
Company Name  
Address  
City, State, Zip

**TOTAL DUE \$0.00**

**Progress Report:** Describe the work undertaken during this billing period. Identify accomplishments and challenges encountered. Provide other info as appropriate. This information may be needed under separate cover. POLA PM will provide specifics for details needed in progress report.

I certify under penalty of perjury that above bill is just and correct according to the terms of Agreement # \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

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

APPROVED AS TO SCOPE AND  
AMOUNT OF WORK PERFORMED

Consultant Representative Name \_\_\_\_\_ Date \_\_\_\_\_

POLA PROJECT MANAGER \_\_\_\_\_

## **EXHIBIT F - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.

**L.** The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.

**M.** The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices **as**:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT G

### SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

#### (1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBES, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 10%, including 0% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **562112**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is **\$38.5 million**.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

#### (2) LOCAL BUSINESS PREFERENCE PROGRAM:

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Contractor Description Form. The Affidavit and Contractor Description Form will signify the LBE status of the Consultant and subconsultants. Prior to contract award, the Harbor Department will verify the status of all LBEs.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE and LBPP requirements. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Consultant Description Form is true and correct and includes all material information necessary to identify and explain the operations of

**Ocean Blue Environmental Services, Inc.**

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☒ SBE    ☐ VSBE    ☒ MBE    ☒ WBE    ☐ DVBE    ☐ OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.



(2) Local Business Preference Program: Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☒ LBE    ☐ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: 

Printed Name: Ron Dare

Title: President

Date Signed: 07/11/16

SEE ATTACHED NOTARY *elmer*

#### 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 \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(Insert name and title of the officer)

personally appeared \_\_\_\_\_  
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 \_\_\_\_\_ (Seal)

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.

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )

County of Los Angeles )

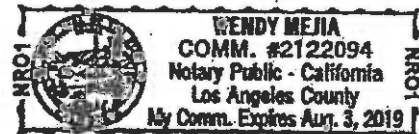
On July 11, 2016 before me, Wendy Mejia, Public Notary  
(here insert name and title of the officer)

personally appeared Bon Dase (President)

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

Wendy Mejia

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-In-Fact  
☐ Corporate Officer(s)

Title(s) \_\_\_\_\_

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing \_\_\_\_\_

Name(s) of Person(s) or Entity(ies) Signer is Representing: \_\_\_\_\_

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_

## Contractor Description Form

### PRIME CONTRACTOR:

Contract Title: Emergency Response & Hazardous Waste Management Services  
Business Name: Ocean Blue Environmental Services, Inc. Award Total: \$ 68.57 %  
Owner's Ethnicity: Hispanic Gender Female Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562112 Average Three Year Gross Revenue: \$ 11 million  
Address: 925 W. Esther St  
City/State/Zip: Long Beach, CA 90813  
Telephone: ( 562 ) 624-4120 FAX: ( 562 ) 624-4127  
Contact Person/Title: Ron Dare / President  
Email Address: RonDare@ocean-blue.com

> I certify that I have utilized the LABAVN to outreach to SBE/VSBE/MBE/WBE/DVBEs of potential subcontracting opportunities associated with this RFP. ☒ Yes (Please check)

### SUBCONTRACTOR:

Business Name: California Asbestos Consultants Award Total: \$ 10%  
Services to be provided: Lead/Asbestos Inspection  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 54162 Average Three Year Gross Revenue: \$ N/A  
Address: PO BOX 548  
City/State/Zip: Manhattan Beach, CA 90267  
Telephone: ( 562 ) 307-0744 FAX: ( ) no fax #  
Contact Person/Title: Daniel Beck  
Email Address: danielbeck73@yahoo.com

### SUBCONTRACTOR:

Business Name: Warren Diving Award Total: \$ 5%  
Services to be provided: Master Salvage Diver/Vessel Recovery  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 561990 Average Three Year Gross Revenue: \$ 120,000  
Address: 2660 S Dolphin Ave.  
City/State/Zip: San Pedro CA 90713  
Telephone: ( 310 ) 548-9069 FAX: ( 310 ) 221-0518  
Contact Person/Title: Ron Warren/ Owner  
Email address: warrendiving@gmail.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: John Guzman Crane Services Award Total: \$ 0.05%  
Services to be provided: Crane Services  
Owner's Ethnicity: Hispanic Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 238990 Average Three Year Gross Revenue: \$ N/A  
Address: 2463 Gundry Ave  
City/State/Zip: Signal Hill, CA 90755  
Telephone: (562) 492-6688 FAX: (562) 492-9664  
Contact Person/Title: Hector Cota / Sales  
Email Address: Hectorguzmancrane@earthlink.net

### SUBCONTRACTOR:

Business Name: Ace Roll-Off Award Total: \$ 3%  
Services to be provided: Refuse & Construction Waste Transportation & Disposal  
Owner's Ethnicity: Hispanic Gender M+F Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562111 Average Three Year Gross Revenue: \$ N/A  
Address: 22022 Moneta Ave  
City/State/Zip: Carson, CA 90745  
Telephone: (310) 518-0259 FAX: (310) 518-0259  
Contact Person/Title: Rick De la Torre / Sales  
Email Address: Acerolloff@aol.com

### SUBCONTRACTOR:

Business Name: Viking Demolition Contractors Award Total: \$ 3%  
Services to be provided: Demolition Services  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 238910 Average Three Year Gross Revenue: \$ 5 million  
Address: 249 N. Brand Blvd., STE 532  
City/State/Zip: Glendale, CA 91203  
Telephone: (818) 500-9447 FAX: (818) 500-9630  
Contact Person/Title: Todd Tredick / Owner  
Email address: Ttredick12@gmail.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Techno Marine Services Award Total: \$ 0.25%  
Services to be provided: Marine Surveyors & Consultants  
Owner's Ethnicity: Indian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 488390 Average Three Year Gross Revenue: \$ N/A  
Address: 9355 Vista Bonita  
City/State/Zip: Cypress, CA 90630  
Telephone: (714) 816-8735 FAX: (714) 826-4080  
Contact Person/Title: Captain Arun Jolly / Owner  
Email Address: captjolly@technomarineservices.com

### SUBCONTRACTOR:

Business Name: National Plant Services, Inc. Award Total: \$ 0.25%  
Services to be provided: Full service sewer & storm drain cleaning, inspection & maintenance  
Owner's Ethnicity: Corp. Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562998 Average Three Year Gross Revenue: \$ N/A  
Address: 1461 Harbor Ave  
City/State/Zip: Long Beach CA 90813  
Telephone: (562) 436-7600 FAX: (562) 495-1528  
Contact Person/Title: Dennis Keene / President  
Email Address: Dennis.Keene@nationalplant.com

### SUBCONTRACTOR:

Business Name: O.C. Vacuum Environmental Award Total: \$ 0.25%  
Services to be provided: Vacuum Truck Services  
Owner's Ethnicity: Hispanic Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562112 Average Three Year Gross Revenue: \$ N/A  
Address: 5900 Cherry Ave  
City/State/Zip: Long Beach, CA 90805  
Telephone: (562) 984-8178 FAX: (562) 984-7559  
Contact Person/Title: Rodney Townsend / General Manager  
Email address: Rodney@oc-vac.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Hygiene Tech Award Total: \$ 1%  
Services to be provided: Certified Industrial Hygienest Services  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 541620 Average Three Year Gross Revenue: \$ N/A  
Address: 3625 Del Amo Blvd. Suite 180  
City/State/Zip: Torrance, CA 90503  
Telephone: (310) 370-8370 FAX: (310) 370-2474  
Contact Person/Title: Andreanne Breton / Marketing Representative  
Email Address: abreton@hygienetech.com

### SUBCONTRACTOR:

Business Name: Tetra Tech, Inc Award Total: \$ 0.25%  
Services to be provided: Environmental Consultant & Engineers  
Owner's Ethnicity: Corp. Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 541330 Average Three Year Gross Revenue: \$ N/A  
Address: 3475 East Foothill Blvd.  
City/State/Zip: Pasadena, CA 91107  
Telephone: (626) 470-2423 FAX: (626) 470-2623  
Contact Person/Title: Heather Benfield / Project manager  
Email Address: Heather.Benfield@tetratech.com

### SUBCONTRACTOR:

Business Name: BMW Environmental Services Award Total: \$ 1%  
Services to be provided: Abatement of Asbestos & Lead  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562910 Average Three Year Gross Revenue: \$ N/A  
Address: 249 North Brand Blvd., Suite # 540  
City/State/Zip: Glendale, CA 91203  
Telephone: (818) 500-9447 ext 15 FAX: (818) 500-8305  
Contact Person/Title: Todd Tredick / Owner  
Email address: TTredick@vikingdemo.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Eagle Portables, Inc. Award Total: \$ 0.25%  
Services to be provided: Sewage related services  
Owner's Ethnicity: Hispanic Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562991 Average Three Year Gross Revenue: \$ N/A  
Address: 1185 West 19th St.  
City/State/Zip: San Pedro, CA 90731  
Telephone: (310) 955-7697 FAX: (310) 537-0516  
Contact Person/Title: Elli Madrigal / Co-Owner  
Email Address: info@eagleportables.com

### SUBCONTRACTOR:

Business Name: A & R Welding Award Total: \$ 0.05%  
Services to be provided: Welding services  
Owner's Ethnicity: Hispanic Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 238190 Average Three Year Gross Revenue: \$ N/A  
Address: 942 S. Santa Fe Ave.  
City/State/Zip: Compton, CA 90221  
Telephone: (310) 608-7700 FAX: (310) 608-7701  
Contact Person/Title: Laurie Zuniga / Sales  
Email Address: Laurie@aandwelding.org

### SUBCONTRACTOR:

Business Name: Pacific Edge Engineering Award Total: \$ 0.25%  
Services to be provided: Environmental consulting & engineering  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 541330 Average Three Year Gross Revenue: \$ N/A  
Address: 26691 Plaza, Suite 270  
City/State/Zip: Mission Viejo, CA 92691  
Telephone: (949) 470-1937 FAX: (949) 470-0943  
Contact Person/Title: Tabb Bubler / Principal Engineer  
Email address: TBubler@pacifedge-eng.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Enviro-Chem Lab Award Total: \$ 0.5%  
Services to be provided: Lab / General Sample Analysis  
Owner's Ethnicity: Asian Gender Male Group SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 541380 Average Three Year Gross Revenue: \$ 2.3 million  
Address: 1214 East Lexington Ave  
City/State/Zip: Pomona, CA 91766  
Telephone: (909) 590-5905 FAX: (909) 590-5907  
Contact Person/Title: Curtis Desilets / Executive Vice President  
Email Address: Curt.envirocheminc@gmail.com

### SUBCONTRACTOR:

Business Name: Advance Technology Laboratories Award Total: \$ 0.25%  
Services to be provided: Environmental Testing Laboratory Services  
Owner's Ethnicity: Hispanic Gender Male Group SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ 5 million  
Address: 3275 Walnut Ave  
City/State/Zip: Signal Hill, CA 90755  
Telephone: (562) 989-4045 ext 237 FAX: (562) 989-4040  
Contact Person/Title: Rachelle Arada / Project Manager  
Email Address: customer.relations@atglobal.com

### SUBCONTRACTOR:

Business Name: AmeriSci, L.A. Award Total: \$ 0.25%  
Services to be provided: Lab / Asbestos & Mold testing  
Owner's Ethnicity: Asian Gender Male Group SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 541380 Average Three Year Gross Revenue: \$ 1.7 million  
Address: 24416 South Main Street #308  
City/State/Zip: Carson, CA 90745  
Telephone: (310) 834-4868 FAX: (310) 834-4772  
Contact Person/Title: Laurie Noble / Manager  
Email address: Lnoble@amerisci.com



## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Azusa Land Reclamation - WM Award Total: \$ 0.25%  
Services to be provided: Asbestos Disposal  
Owner's Ethnicity: Corp. Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562212 Average Three Year Gross Revenue: \$ 13 billion  
Address: 1211 West Gladstone Street  
City/State/Zip: Azusa, CA 91702  
Telephone: (562) 999-2783 FAX: (949) 270-1717  
Contact Person/Title: Mahmoud Amirseyedian / Customer Rep.  
Email Address: MAmirsey@wm.com

### SUBCONTRACTOR:

Business Name: Thermal Remediation Solutions Award Total: \$ 0.25%  
Services to be provided: Disposal Service  
Owner's Ethnicity: Corp. Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562910 Average Three Year Gross Revenue: \$ 13 billion  
Address: 1211 West Gladstone Street  
City/State/Zip: Azusa, CA 91702  
Telephone: (626) 338-3939 FAX: (626) 338-3848  
Contact Person/Title: Mahmoud Amirseyedian / Customer Rep.  
Email Address: MAmirsey@wm.com

### SUBCONTRACTOR:

Business Name: Crosby & Overton Award Total: \$ 2%  
Services to be provided: TSDf  
Owner's Ethnicity: Caucasian Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: 1610 West 17th Street  
City/State/Zip: Long Beach, CA 90813  
Telephone: (562) 432-5445 FAX: (562) 436-7540  
Contact Person/Title: Raquel Angeles / Customer Service  
Email address: Rangeles@crosbyoverton.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Commercial Filter Recycling/SA Recycling Award Total: \$ 0.5%  
Services to be provided: Recycling used, drained oil filtes  
Owner's Ethnicity: Corp Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 325998 Average Three Year Gross Revenue: \$ N/A  
Address: 2035 East 15th Street  
City/State/Zip: Los Angeles, CA 90021  
Telephone: (213) 222-2806 FAX: (213) 749-5772  
Contact Person/Title: Patricia Guajardo / Administrative Assitant  
Email Address: PGuajardo@sarecycling.com

### SUBCONTRACTOR:

Business Name: E- Recycling Award Total: \$ 0.25%  
Services to be provided: Electronic Recycling  
Owner's Ethnicity: Private Corp Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562119 Average Three Year Gross Revenue: \$ N/A  
Address: 7230 Petterson Lane  
City/State/Zip: Paramount, CA 90723  
Telephone: (800) 795-0993 ext 415 FAX: (562) 634-8029  
Contact Person/Title: Maureen Craine / Office manager  
Email Address: Mcraine@erecyclingofcalifornia.com

### SUBCONTRACTOR:

Business Name: Kinsbursky Bros Award Total: \$ 0.25%  
Services to be provided: Management & Recycling of batteries, precious metals & electronic scrap  
Owner's Ethnicity: Corp Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 423930 Average Three Year Gross Revenue: \$ 62 million  
Address: 125 East Commercial Street Suite #A  
City/State/Zip: Anahelm, CA 92801  
Telephone: (714) 876-2210 FAX: (714) 773-4830  
Contact Person/Title: Ana Sandoval / Customer Services Rep.  
Email address: Amartinez@kinsbursky.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Sunshine Canyon Landfill Award Total: \$ 0.25%  
Services to be provided: Landfill Disposal  
Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562212 Average Three Year Gross Revenue: \$ N/A  
Address: 14747 San Fernando Road  
City/State/Zip: Sylmar, CA 91342  
Telephone: (818) 362-2075 FAX: (818) 362-5484  
Contact Person/Title: Patil K. Costa / Environmental  
Email Address: Pcosta@republicservices.com

### SUBCONTRACTOR:

Business Name: Industrial Service Oil Award Total: \$ 0.03%  
Services to be provided: Waste Oil Disposal  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 325998 Average Three Year Gross Revenue: \$ N/A  
Address: 1700 South Sofo Street  
City/State/Zip: Los Angeles, CA 90023  
Telephone: (562) 598-5577 FAX: (323) 266-0272  
Contact Person/Title: David Shuban / Sales  
Email Address: lsod@isod.com

### SUBCONTRACTOR:

Business Name: Clean Harbors Award Total: \$ 0.25%  
Services to be provided: TSDf - Disposal Facility  
Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: 1737 East Denri St  
City/State/Zip: Wilmington CA 90744  
Telephone: (310) 835-9998 FAX: (310) 764-5863  
Contact Person/Title: Jennifer Moreno / Sales  
Email address: Moreno.jennifer@cleanharbors.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: U.S. Ecology Nevada Award Total: \$ 0.25%  
Services to be provided: TSDF  
Owner's Ethnicity: Corpt Gender various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: P.O. Box 578 (Highway 95, 12 miles South of Beatty)  
City/State/Zip: Beatty, NV 89003  
Telephone: (800) 239-3943 ext. 127 FAX: (775) 553-2742  
Contact Person/Title: Scott Wisniewsky / Environmental Manager  
Email Address: Swisniewski@usecology.com

### SUBCONTRACTOR:

Business Name: Rubber Recovery, Inc. Award Total: \$ 0.25%  
Services to be provided: Disposal of junk tires  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562119 Average Three Year Gross Revenue: \$ N/A  
Address: 10672 Calabash Ave Ste B  
City/State/Zip: Fontana, CA 92337  
Telephone: (919) 428-3200 FAX: (909) 428-3232  
Contact Person/Title: Theresa McGregor / Sales  
Email Address: Mcgregor@hotmail.com

### SUBCONTRACTOR:

Business Name: Filter Recycling Services Award Total: \$ 0.5%  
Services to be provided: Recycle & Disposal of Non RCRA Haz Waste  
Owner's Ethnicity: Caucasian Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: 180 W Monte Ave  
City/State/Zip: Bloomington, CA 92316  
Telephone: (909) 421-2012 FAX: (909) 421-1588  
Contact Person/Title: Jon Bennett, Jr. / President  
Email address: FilterRecycling@yahoo.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: Stericycle Award Total: \$ 0.25%  
Services to be provided: Disposal of Biohazard Waste  
Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562112 Average Three Year Gross Revenue: \$ N/A  
Address: 2775 East 26th Street  
City/State/Zip: Vernon, CA 90023  
Telephone: ( 323 ) 854-7138 FAX: ( 661 ) 242-6973  
Contact Person/Title: Jeff Hellig / Sales  
Email Address: JHellig@stericycle.com

### SUBCONTRACTOR:

Business Name: Siemens Water Technology Award Total: \$ 0.25%  
Services to be provided: Recycle, Treat, Store, Transfer Haz & Non Haz Waste  
Owner's Ethnicity: Corp Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☒ NO ☐ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: 5375 South Boyle Avenue  
City/State/Zip: Vernon, CA 90058  
Telephone: ( 323 ) 277-1500 FAX: ( 562 ) 804-1124  
Contact Person/Title: Rhonda Biedermann / Sales  
Email Address: Rhonda.biedermann@siemens.com

### SUBCONTRACTOR:

Business Name: Lighting Resources Award Total: \$ 0.25%  
Services to be provided: Disposal of Lighting Fixtures & Ballast  
Owner's Ethnicity: White Gender Male Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562211 Average Three Year Gross Revenue: \$ N/A  
Address: 805 Francis Street  
City/State/Zip: Ontario, CA 91761  
Telephone: ( 909 ) 923-7252 FAX: ( 909 ) 923-7510  
Contact Person/Title: Morgan Veazie / Customer Services Rep.  
Email address: Morgan.veazie@lightingresourcesinc.com

## Contractor Description Form

### SUBCONTRACTOR:

Business Name: La Paz County Landfill Award Total: \$ 0.05%  
Services to be provided: Landfill Disposal  
Owner's Ethnicity: Corp. Gender Various Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES ☐ NO ☒ (Check only one)  
Primary NAICS Code: 562212 Average Three Year Gross Revenue: \$ N/A  
Address: 26999 Highway 95  
City/State/Zip: Parker, AZ 85344  
Telephone: (928) 855-9441 FAX: (928) 855-4481  
Contact Person/Title: Leanne Smith / Sales  
Email Address: LSmith4@republicservices.com

### SUBCONTRACTOR:

Business Name: None Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### SUBCONTRACTOR:

Business Name: None Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)  
Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

## EXHIBIT H

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.



(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Tom Schultz
Dept.:	City Manager	Dept.:	Fire
Subject:	Award of contract to Care Ambulance Services Inc., to provide emergency ground ambulance transportation and billing services. ( <i>Action Item</i> )	Date:	4/11/2017

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**OBJECTIVE**

To request that the City Council award a contract to CARE Ambulance Services Inc., for emergency Advance Life Support (ALS) and Basic Life Support (BLS) ground ambulance transportation of patients to medical facilities when required, and to provide billing services.

**BACKGROUND**

The City has the exclusive right to grant and regulate emergency ambulance agreements within Garden Grove's jurisdictional boundaries, and has done so for many years. This gives the City the ability to control and maintain high quality emergency ambulance service, which works closely in an operational partnership with the City's Fire Department.

**DISCUSSION**

On January 6, 2017, Request for Proposals No. S-1206 (RFP) for Ambulance Transportation and Billing Services was published and sent to all the ambulance providers registered with the County of Orange. Two ambulance providers, CARE Ambulance Services, Inc. and AmeriCare Ambulance Service, were responsive to the RFP and submitted proposals by the February 9, 2017 deadline.

A panel consisting of five people, four internal city staff and one external staff member from a neighboring city, rated the proposals on experience, operational systems, patient billing systems, vehicle maintenance and records, personnel training and records, and patient care/transport system design on a maximum of 550 points. Additionally, the Finance Department reviewed the financial analysis component on a scale of "Not Acceptable to Outstanding." Based on the evaluation results, CARE

Ambulance Services, Inc., rated the highest.

The following is a summary of the rating:

<b>Provider</b>	<b>Rater</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>Total</b>
CARE Ambulance Services, Inc. Financial Analysis Ratings: Acceptable		505	535	523	490	510	2563
AmeriCare Service Financial Analysis Ratings: Acceptable		390	395	419	380	410	1994

#### FINANCIAL IMPACT

There is no negative financial impact to the general fund. The financial synergy component with the ambulance provider to bill for all pre-hospital services rendered on behalf of the City of Garden Grove results in revenue to the City to offset fire department costs. Last Fiscal Year 2015/16, the City received \$681,183 in revenue through this system.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a contract to CARE Ambulance Services, Inc. to provide ambulance transportation and billing services to the City of Garden Grove for five years, with the option to extend the contract for another five year period;
- Authorize the City Manager to execute the agreement on behalf of the City and to make minor modifications as appropriate; and
- Authorize the City Manager to enter into the five year extension period shall the City decide to exercise the extension option.

By: Lucia Medina-Whittaker, Fiscal Analyst

#### ATTACHMENTS:

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Request for Proposals and Contract for Ambulance Services	3/29/2017	Cover Memo	Ambulance_Transportation____Billing_Services_RFP_S-1206__FINAL.pdf
Summary of Rater Scores	3/29/2017	Cover Memo	Summary_of_Rater_Scores__RFP_No._S-1206.pdf



**CITY OF GARDEN GROVE**  
**REQUEST FOR PROPOSAL**  
**RFP NO. S-1206**

**Provide Ambulance  
Transportation  
and  
Billing Services**

**PROPOSAL SCHEDULE**

**RFP Issued:**  
**Mandatory Pre-Submission Conference**  
**RFP Submittal Deadline:**

**January 6, 2017**  
**January 19, 2017**  
**February 6, 2017**



### **AUTHORITY**

The Fire Chief of the City of Garden Grove, in accordance with the Municipal Code, initiates this request for proposals concerning the delivery of emergency ambulance transportation of the sick and injured, and billing services.

This request for proposal is being issued effective Friday, January 6, 2017, specifically for the purpose of entering into a contract with an emergency transportation provider licensed to operate in the County of Orange, California. All necessary information (minimum standards) and forms are included within this document and its attachments.

A **MANDATORY** pre-proposal conference is scheduled for 10:00 A.M. on Thursday, January 19, 2017 at the Garden Grove Community Meeting Center, Founders Room, located at 11300 Stanford Avenue, Garden Grove, CA. Only those proposals submitted by those contractors attending this meeting will be given consideration.

Please direct all questions regarding this proposal process to Sandra Segawa, via email, [sandras@ci.garden-grove.ca.us](mailto:sandras@ci.garden-grove.ca.us). Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination. All questions must be submitted in writing no later than Monday, January 30, 2017, by 2:00 p.m. All questions will be addressed via an addendum.

In order to respond to this RFP, Proposers must be registered with PlanetBids, a web based electronic procurement system. It is highly encouraged that Proposers register

(if not already) as soon as possible as any changes to information and dates will only be made available via the PlanetBids system through addendums. You may log on to the links below to register.

<http://www.ci.garden-grove.ca.us/?q=finance/purchasing>

OR

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15118#>

All addendums regarding this RFP will be posted on the City's website via Planet Bids for all to review. Please make sure you are registered as a vendor with the City of Garden Grove so information is not missed or omitted in your proposal. It is the responsibility of the proposer to check PlanetBids for all addenda and updates.

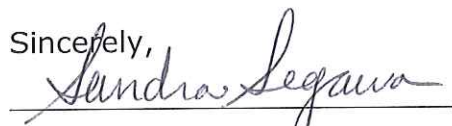
All proposals are due as follows. Late proposals will not be accepted for any reason.

**Monday, February 6, 2017 at 2:00 p.m., at**  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
**Purchasing Division, Second Floor of City Hall**  
**ATTN: Sandra Segawa, Purchasing Agent**

Once the proposals are received, all correspondence will be sent *via email only* to the authorized person named on the Proposal Letter unless a designee is noted and approved by the person who is authorized to negotiate on behalf of the company. The City is not responsible for email that is sent to spam files that are not received. Please make sure that your email settings do not filter out any emails from the City of Garden Grove.

Thank you for your interest in submitting a proposal to the City of Garden Grove.

Sincerely,



Sandra Segawa, C.P.M., CPPB

Purchasing Agent



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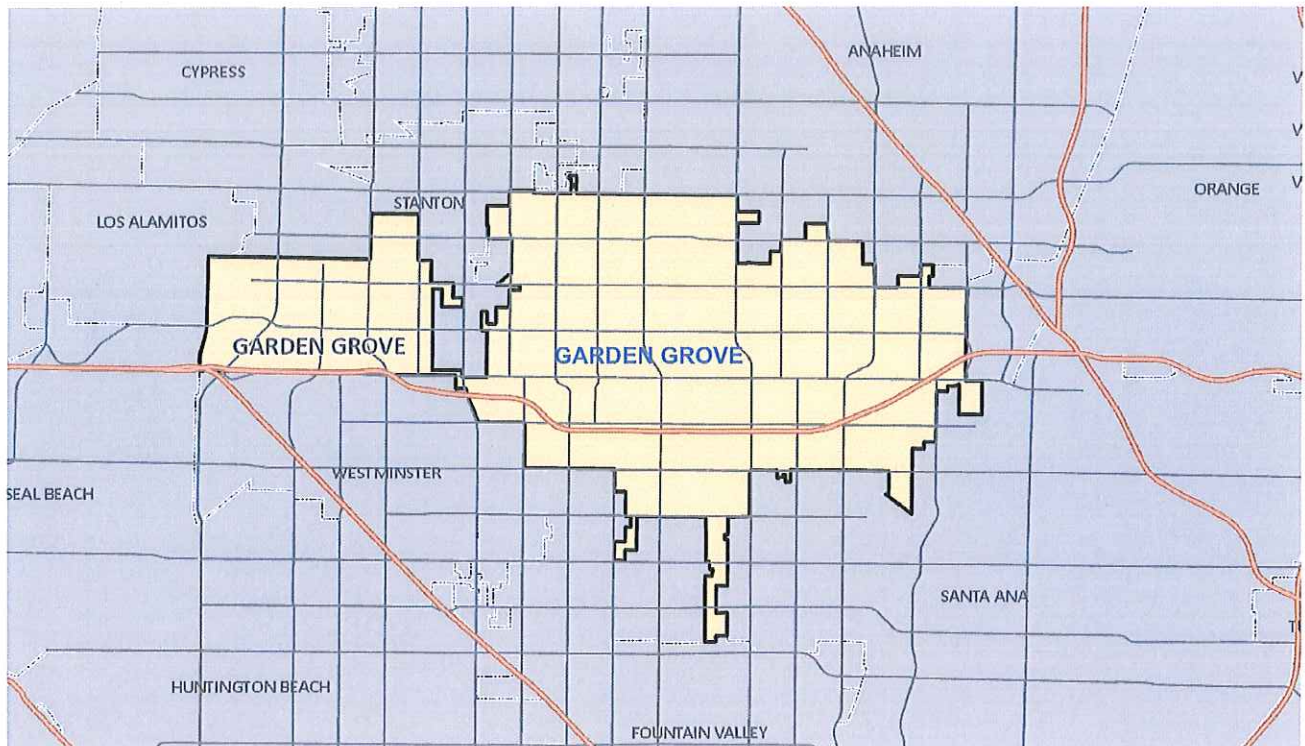
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## SECTION I. INTRODUCTION

### 1. City of Garden Grove Geographical Area

The geographical area covered by this request for proposal (RFP) encompasses the geographic boundaries of the City of Garden Grove, located in the County of Orange, California, and shown in the following map. The Orange County Emergency Medical Services Plan designates the City as Operating Area 8. The City has retained the authority to contract for ambulance services pursuant to Government Code § 38794 and Health & Safety Code § 1797.201.



### 2. Background

The Garden Grove Fire Department has a long and proud history of providing emergency medical care for the citizens of Garden Grove and its visitors. The City equips its seven (7) first responding engine companies with either Advanced Life Support (ALS) and/or Basic Life Support (BLS) equipment.

The Department delivers complete ALS service with one, two person paramedic squad, and two, four person paramedic engines. The Department complements its ALS delivery with four engine companies that are staffed with one paramedic and ALS equipment, as paramedic assessment units (PAU). An engine and a truck are equipped and staffed with BLS capabilities including AEDs. The City responded to 8,105 medical aid incidents, which required patient transportation in 2015. The 2015 statistical data concerning the City of Garden Grove emergency responses are found on page 33.

### **3. Scope of Work**

The Garden Grove Fire Department is requesting proposals for the provision of emergency ground ambulance transportation, on-scene ALS and BLS, transport patients to medical facilities when required, and billing services. The successful proposer will meet the requirements outlined in this RFP, including, but not limited to the minimum operational standards and procedures in Section III, and the supplies, equipment and vehicle requirements outlined in Section IV.

The "Provider Agreement" will commence after the City Council approves the contract for a term of five (5) years, with an option to extend the contract for another five-year period. The specific start date will vary depending on City Council approval date, and negotiation of the final Agreement with the successful Proposer concerning start-up needs. The Agreement is subject to annual review based on the criteria specified in the contract language and outlined herein. The purpose of the Agreement is to ensure and hold accountable those parties assisting the Fire Department in the delivery of emergency ground ambulance service to citizens and visitors of the City of Garden Grove.

### **4. PlanetBids Registration Requirement**

Proposers must be registered with PlanetBids. The City utilizes PlanetBids, to conveniently assist Proposers in the City's procurement process. Proposers should utilize a reliable email account in order to ensure the timely download of solicitations, documents, and addendums, as they become available. The dates listed in this RFP are tentative and any changes will be posted on PlanetBids via an addendum; there will be no other forms of notification.

### **5. Agreement with Terms and Conditions**

By submitting a proposal, Proposers agree and assure that the RFP and Agreement terms and conditions are adequate and acceptable, and each Proposer accepts the terms and conditions in the RFP, and indicate their ability and willingness to perform the requested services under such terms and conditions. The form of the Agreement is included in this RFP as Attachment "D." The Proposer shall be at all times an independent contractor and shall not, in any way, be considered an officer, agent, or employee of the City.

The RFP process will be advertised in Orange County News and posted on PlanetBids. Additionally, an email advertising the issuance of the RFP will be sent to all ambulance transport providers licensed to operate in the County of Orange, California listed on the "Orange County Ambulance Providers" list published in the Orange County Health Disaster Management website under EMS System Providers, Ambulance Providers.

<http://healthdisasteroc.org/ems/afh/ambulance>

## SCHEDULE OF EVENTS

- |  |                              |
|--|------------------------------|
| <input type="checkbox"/> Request for Proposal Issued:          | January 5, 2017              |
| <input type="checkbox"/> Proposal (Pre-submission) Conference: | January 19, 2017, 10:00 a.m. |
| <input type="checkbox"/> Presubmission Questions Deadline      | January 30, 2017, 2:00 p.m.  |
| <input type="checkbox"/> Proposal Submission Deadline:         | February 6, 2017, 2:00 p.m.  |
| <input type="checkbox"/> Purchasing Submission Review:         | February 6, 2017, 2:15 p.m.  |
| <input type="checkbox"/> Panel Review Process Begins:          | <u>TBD</u>                   |
| <input type="checkbox"/> Proposers Oral Presentations:         | <u>TBD</u>                   |
| <input type="checkbox"/> Panel Review Process Completed:       | <u>TBD</u>                   |
| <input type="checkbox"/> Council Approval of Provider:         | <u>TBD</u>                   |
| <input type="checkbox"/> Council Approved Agreement::          | <u>TBD</u>                   |

**Note:** The foregoing dates are subject to change. Any changes will be posted on PlanetBids via an addendum and only those registered vendors will receive notification of such changes. The successful Proposer and the City will determine the effective date of the Agreement.

## SECTION II. ADMINISTRATION

### PROPOSAL SUBMISSION PROCESS

#### 1. Format & Cover Letter

- a. To facilitate the proposal review process, and to better ensure fair comparison of competing proposals, Proposers shall strictly adhere to the order and section titles shown on the Table of Contents, page 34 of the RFP.
- b. The Proposer shall employ the numbering convention and respond to all questions or statements posed in the Proposal Submission Form (Sections A – H) when preparing their proposals. All required signed Attachments and Statements, as noted under Special Provisions and Section A (Administration), must be submitted with proposal.
- c. Proprietary information should be presented on colored paper, separately bound and labeled clearly with the words "Proprietary Information." Appropriate reference to this separately bound information must be made in the body of the proposal.
- d. Please use standard one-inch margins, size 12 Times New Roman font, single-sided pages, use tabs or dividers to separate sections, and three-ring binders no larger than 12"x12".
- e. Proposal packages must be clearly marked with proposal name, submission deadline, Proposer name, address, and name and phone number of contact person.
- f. Proposer may or may not submit a cover letter containing information that the Proposer feels is relevant to the awarding of the contract, which was not specifically requested in the RFP submission form.

#### 2. Maximum Rates for Calculation

- a. To promote a fair comparison, all Proposers will use the Maximum County Rate that was effective as of November 1, 2015 for BLS and Expendable Medical Supplies in calculating their respective proposal. The City Council has approved the Maximum County Rate for the City.

Maximum County Rates approved by City of Garden Grove Council are:

\$904.61 – BLS

\$32.66 – Expendable Medical Supplies

Note that the BLS and Expendable Medical Supplies cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

### 3. Insurance Coverage Requirements

The successful Proposer, at its sole cost and expense, shall maintain compliance with all of the following insurance coverage requirements. The proposal must include a signed Bidder/Proposer Statement Regarding Insurance Coverage Requirements found on page 45 (Attachment B). By signing the Bidder/Proposer Statement Regarding Insurance Coverage Requirements, Proposer certifies that, insurance coverage requirements are understood and will be met within ten (10) City working days of the request should Proposer be awarded the Agreement, or the City reserves the right to proceed with the next highest scoring Proposer in the process. Proposer **MUST** comply with the following insurance coverage requirements:

#### Insurance Requirements:

3.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

3.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

3.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount not less than \$5,000,000 per occurrence. Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence. The general aggregate shall apply separately to this agreement; **(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 not less than \$5,000,000 combined single limit; **(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) Professional liability (Ambulance medical malpractice) in an amount not less than \$5,000,000 per occurrence. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the



policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

(d) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(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.

An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 3.3 (a), shall designate CITY, its 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 3.3 (b) shall designate CITY, its 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.

3.3 (d) In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate stating the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

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, or 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.

No insurance required under this Agreement shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

City of Garden Grove reserves the right at any time to review the coverage, form, and limits of insurance contained in the Agreement, and if adequate protection for Garden Grove are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

*Samples of the insurance certificates and endorsements that the City requires can be found in Appendix A of this RFP document.*

#### **4. Special Provisions**

The following items must be attached to the proposal under Section A (Administration) for the proposal to be considered:

- a. Statement of Truth, Attachment A, Page 44.
- b. Bidder/Proposer Statement Regarding Insurance Coverage Requirements, Attachment B, Page 45.
- c. Non-Collusion Affidavit, Attachment C, Page 46 **(Must be notarized)**.
- d. Hold Harmless and Indemnification: A signed statement from the Proposer acknowledging that the contract with the successful Proposer will contain a Hold Harmless and Indemnification clause that reads essentially as follows:  
  
*"The contractor hereby agrees to indemnify, defend (at the City's option), and hold harmless the City, its officials, officers, employees, representatives, and city-designated volunteers from any and all claims, demands, actions, litigation, expense, defense costs or liability of any kind or nature (hereinafter "Claims") arising out of or in connection with contractor's officers, employees, representatives, products, and subcontractors performance, or failure to perform, under the Agreement, excepting only such Claims which arise out of the sole negligence of the City."*
- e. Statement to Provide Additional Information: A statement by the Proposer that the Proposer will supply the City and/or the County any further information the City and/or the County determine to be necessary for an accurate determination of the Proposer's qualifications to perform the proposed services.

- f. Right to Audit Letter: A letter agreeing to give the City the right to audit those documents or records requested in the Submission Form, provided by the Proposer, and referred to in the Proposer's submission.

## 5. Proposal (pre-submission) Conference

- a. A **mandatory**, proposal (pre-submission) conference will be held on:

**Thursday, January 19, 2017 at 10:00 a.m., at the:**  
Garden Grove Community Meeting Center  
(Founders Room)  
11300 Stanford Ave.  
Garden Grove, CA 92842

- b. The purpose of the proposal (pre-submission) conference will be:

- i. To answer all questions that potential Proposers may have relative to this document.
- ii. To review with potential Proposers the overall goals and expectations of the City of Garden Grove regarding this RFP.

Questions asked during the pre-submission conference will be answered verbally on the spot and there will be no posted addendum on the PlanetBids system.

The questions and answers submitted prior to and until Monday, January 30, 2017, 2:00 p.m. will be made available on the PlanetBids system via an addendum to all registered Proposers.

Note that it is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. The City is not bound by any oral responses to inquiries outside of the Proposal (pre-submission) Conference.

## 6. Proposal Deadline

- a. The proposals received at the following address before the deadline will be time stamped and secured by the Purchasing Division. The deadline for receipt of proposals is:

**Monday, February 6, 2017 at 2:00 p.m., at**  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842  
**Purchasing Division, Second Floor of City Hall**  
**ATTN: Sandra Segawa, Purchasing Agent**



- b. The proposals shall be contained in three-ring binders no larger than 12"x12" as instructed on page 9.
- c. Five (5) sealed copies (the original should be so marked) *and an electronic copy in PDF format on a CD* of the proposal and the required attachments must be delivered, before the deadline, to the foregoing address. (A method of containing the proposal material as a group, such as manageable boxes or bundling, would be appreciated, but not required).
- d. Proposals sent to the City via fax or electronic mail WILL NOT be accepted. Proposals must be received by the Purchasing Division by the foregoing deadline.
- e. Proposals received after the deadline will be returned unopened.

## **7. Proposal Submission Review**

- a. For all proposals received in compliance with submission requirements, summarized on the Request for Proposal Submission Checklist found on page 58, before the deadline, the Purchasing Agent, will publicly open packaging and the names of the Proposers shall be stated aloud and recorded on:

**Monday, February 6, 2017, at 2:15 p.m., at the  
Purchasing Division, Second Floor of City Hall (Room 220)**  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92842

- b. The contents of the Proposals shall not be reviewed or disclosed at the public proposal submission review.

## **8. Proprietary Proposal Material and Public Review**

- a. The California Public Records Act ("CPRA"), Government Code §§ 6250, et. seq., provides that all records held by government agencies are accessible to the public unless expressly made exempt from disclosure. The CPRA defines public records as any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The CPRA also provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.
- b. All Proposals and documents submitted in response to this RFP shall become the property of the City. It is the responsibility of each Proposer to clearly identify any and all information contained in their Proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All

other information will be considered public. However, all information regarding the procurement process will not be disclosed to the public or be subject to disclosure under the CPRA during the deliberative process until such time as evaluations have been completed, a final award recommendation has been made, and a successful Proposer is presented to the City Council for award of the Agreement.

- c. The City cannot guarantee that any information submitted in response to the RFP will be confidential. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the Proposer. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by the Proposer is made, the City as a courtesy will notify the Proposer in writing of such demand and will furnish to the Proposer a copy of the City's written response to the requestor. Proposers may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information. It would be the sole responsibility of the Proposer to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure. The Proposer understands that the City is not responsible under any circumstances for any damage caused by disclosure of any Proposal information. Submission of a Proposal to this RFP constitutes a complete waiver of any claims whatsoever against the City that it has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the Proposal to be inspected.

## **PROPOSAL EVALUATION PROCESS**

Any person, firm, partnership, Joint Powers Authority (JPA), or corporation seeking an Agreement to provide Ambulance Transportation and Billing Services to the City of Garden Grove must be a registered vendor on the PlanetBids system and submit a proposal.

Only those proposals consistent with, and meeting minimum requirements of this RFP and submission form, will be considered.

Additionally, comments will be solicited from any individual, organization, governmental agency, hospital or consumer group who has information or experience with the Proposer's services.

### **1. Proposal Review & Evaluation Criteria**

- a. All proposals submitted before the deadline meeting minimum requirements as stated herein will be reviewed and evaluated by a proposal review panel.
- b. A multi-disciplinary proposal review panel of five (5) disinterested individuals with knowledge and/or experience in emergency medical services will be selected by the Fire Chief and City Manager as the Review Panel to evaluate and rank Proposals. Individuals may be members of the City's Fire Department

and/or another local fire department in the County, City employee, administrator of a local hospital, and/or the Orange County EMS. "Disinterested" for this purpose means that neither the individual nor a direct family member may have a financial and/or employment relationship with any Proposer. Meetings of the Review Panel will be closed to the public. The Review Panel may request assistance in the process, including attendance at the meeting, by City and County staff and/or consultants. The outcome of the deliberations of the Review Panel will be submitted to the Fire Chief for presentation to the City Council.

- c. The Review Panel will rate each proposal utilizing a ranking system to denote how each Proposer is graded with respect to each category of evaluation. The following evaluation criteria, with a maximum of 550 points, is what the Review Panel will use to assess and rate each proposal:

i. Experience	0 – 100
ii. Operational Systems	0 – 100
iii. Patient Billing Systems	0 – 100
iv. Vehicle Maintenance and Records	0 – 50
v. Personnel Training and Records	0 – 100
vi. Patient Care/Transport System Design	0 – 100
vii. Financial Analysis	Not Acceptable– Outstanding (No Points for this category)

Points within each criterion will be awarded based on the following table.

REVIEWER RATING CRITERIA					
Rating	Poor	Adequate	Good	Very Good	Excellent
Percentage of total points for criterion	0%	25%	50%	75%	100%

- d. The City of Garden Grove Finance Department will review audited financial records. A City of Garden Grove Vehicle Maintenance representative and Fire Department Officer will conduct an audit of vehicle specifications, maintenance and scheduling procedures. The Fire Department Deputy Chief of the Operations Division will review the proposed operational deployment systems. These divisions will rate the submissions according to the rating criteria and will provide a summary of the individual rating to the Panel for review.

This system is not a precise science and it is recognized that subject interpretation of the relationship between the contents of each proposal and the evaluation criteria is inevitably involved.

## **2. Proposer Oral Presentation**

- a. The Review Panel will invite all Proposers, meeting all minimum requirements, to make a **30-minute (maximum)** private oral presentation concerning their proposal.
- b. At this presentation, the review panel will listen to the Proposer's presentation and may ask questions of the Proposers and/or request amplification, explanation or details regarding their proposal.
- c. The date for the oral presentations will be provided at a later time.

## **3. Public Agency & Hospital Service References**

- a. A reference questionnaire will be sent out to the Public Agencies and Hospital Services providers the Proposer lists in Section B (Experience) questions #8 and #14(b) of their proposals.
- b. These questionnaires will be utilized by the Review Panel in the evaluation process and are a part of the Experience evaluation criteria with a combined maximum of 60 points out of the 100 maximum points for this section.

## **4. Proposer Selection**

- a. The Panel's evaluation will be forwarded to the Fire Chief for compilation and preparation of a staff report to the City Council. As required by the Brown Act, Government Code 54950 et seq., the City Council will hear and may consider any public input from any interested party before making a final decision.
- b. The City Council, as the legislative body of the City and consistent with Government Code § 40602, will consider the approval of the successful Proposer based upon the Review Panel's rating, or may reject all proposals and/or re-advertise. The decision of the City Council will be final.

## **5. Notice of Award**

- a. At the conclusion of the RFP response Evaluation Process, all Proposers will be sent a Notice of Award in writing, by first class mail, of the Agreement award recommendation, if any.
- b. The Notice of Award will provide the following information:
  - 1) The name of the Proposer being recommended;
  - 2) The names of all other Proposers; and,
  - 3) Evaluation points for each Proposer.
- c. Debriefings for unsuccessful Proposers will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful proposal.

## **6. Protests and Appeals**

- a. The City has taken great care in the establishment of fair and competitive procurement procedures and the commitment made to follow those procedures. The following is provided in the event that Proposers wish to protest the proposal process or appeal the recommendation to award an agreement.
- b. Any proposal protest must be submitted in writing to:  
  
Garden Grove City Hall  
Attention: Sandra Segawa, Purchasing Agent  
11222 Acacia Parkway  
Garden Grove, CA 92840
- c. The proposal protest must be submitted before 5:00 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- d. The proposal protest must contain a complete statement of the basis for the protest.
- e. The protest must include the name, address, email address and telephone number of the person representing the protesting party.
- f. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. At a minimum, those parties listed in the Notices of Award/Non-Award shall be notified of such protest and the specific grounds therefor.
- g. The procedure and time limits are mandatory and are the Proposer's sole and exclusive remedy in the event of Proposal Protest.
- h. Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal Protest, including filing a Government Code claim or any legal proceedings.
- i. Upon receipt of written protest, the Fire Chief will review and provide an opportunity to settle the protest by mutual agreement, will schedule a meeting to discuss or issue a written response within ten (10) working days of receipt of the protest.
- j. The City's response will inform the Proposer whether or not the recommendation to the Council has changed.
- k. The decision of the City may be appealed to the City Manager. All appeals to the City Manager shall be in writing and submitted within five (5) calendar days of notification of decision by the City. The City Manager will

issue a decision within five (5) working days of receipt of an appeal. The decision of the City Manager is the final step of the appeal process.

## **ADMINISTRATIVE ISSUES**

### **1. Preparation Cost**

- a. All costs for preparation of proposals will be borne by the Proposers.
- b. The City assumes no liability for any cost incurred by Proposers responding to this RFP or in responding to any further requests for interviews, or additional information, prior to the issuance of the contract.

### **2. Property Declaration**

- a. All proposals and documents submitted will become the property of the City.
- b. Any item considered proprietary should be designated by the use of colored paper, bound separately, and labeled clearly with the words "Proprietary Information". Proprietary information will not be copied and only those directly involved in the evaluation of such material will be permitted access to it.

### **3. Withdrawal of Proposal**

- a. Any Proposer may withdraw their proposal by written request at any time prior to the time set for the opening of proposals.
- b. Withdrawal of proposals will be subject to the verification of the identity of the requestor and completion of a signed receipt for the proposal package.

### **4. Terms of Agreement**

The exact term of the Agreement between the City and the successful Proposer shall be defined in the Agreement, the form of which is attached in Exhibit "D." For the purpose of this RFP, the following provisions shall govern the Agreement and process of renewal:

- a. Agreement Start Date: The planned Agreement start date shall be determined once the contract is approved by the City Council. The actual date will be determined by the Proposer's "Start Date" proposal, at which time the contractor shall assume full responsibility for the provision of all emergency ground ambulance service within the City.
- b. Term of Contract:
  - i. The initial term of Agreement shall be five (5) years. The Agreement may be extended by the City for an additional five-year term for a total of ten years.

- ii. The Fire Chief and the contractor shall meet annually to review the performance of the contractor and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.
- iii. The City Council reserves the right to terminate the Agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving the contractor ninety (90) days written notice.

## **5. Non-Transferable Agreement**

- a. The contractor may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of the City.
- b. Any such assignment or delegation in violation of this requirement shall void the Agreement.
- c. A transfer by any shareholder of greater than ten percent (10%) of the stock currently issued by the contractor, or a sale or transfer of over twenty five percent (25%) of the assets of the contractor will be deemed an assignment.
- d. The stock sale of a publicly traded corporation that does not constitute a change in majority ownership will not be deemed a transfer of ownership.

## **6. Major Breach**

The following are conditions and circumstances that shall constitute cause for a major breach of the Agreement by the contractor. Examples of such conditions/circumstances may include, but not be limited to:

- a. Failure of the contractor to operate the ambulance service system in a manner which enables the Fire Department and the contractor to remain in compliance with the requirements of the City of Garden Grove Municipal Code or the County of Orange Emergency Medical Services Agency (OCEMSA) ambulance ordinance and related rules and regulations.
- b. Supplying the Fire Department false or misleading information during the bid process or during the course of producing required monthly response reports.
- c. Withholding or willful falsification of data supplied to the Fire Department or to the OCEMSA Medical Director during the course of operation, including, but not limited to: dispatch data, patient report data, response time data, financial data, or omission of other data required under the Agreement.
- d. Failure to meet the minimum accepted plan for ambulance service as described herein.
- e. Scaling down of operations to the detriment of service to the public.

- f. Failure of contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance.
- g. Failure of the contractor to maintain all required vehicle maintenance schedules and records as proposed.
- h. Failure of the contractor to maintain all training and continuing education per OCEMSA policies and procedures.
- i. Failure to meet any other clinical requirements of the operational plan contained or referenced in the formal contract.
- j. Failure or refusal of contractor to respond to any request of the Fire Department concerning the operation of the Emergency Medical Services (EMS) delivery system in the City.
- k. Transfer of ownership or interest in the company of more than ten percent (10%) or sale or transfer of twenty five percent (25%) of the company's assets without written consent from the City.
- l. Disruption of service due to failure to maintain ambulance maintenance schedule.

## **7. Proposal Rejection**

- a. Proposals will be rejected for failure to comply with the proposal specifications or delivery criteria as outlined in this RFP.
- b. The City reserves the right to waive, at its discretion, any minor irregularities or informalities that the City deems immaterial or otherwise not warranting rejection of a Proposal.
- c. The City reserves the right, in its discretion, to reject any and all proposals submitted and/or re-advertise.
- d. In the event that a proposal is rejected, for any reason, the Proposer will be notified in writing as to the specifics of the rejection.

## **8. Agreement Award**

- a. The City Council will consider approval of the award of the Agreement at a public meeting in compliance with the Brown Act, Government Code §§ 54950 et seq.
- b. The company being awarded the Agreement will meet with the Fire Chief and the City Attorney at a suitable time to finalize the operational procedures and final Agreement language.



## **CANCELLATION OF RFP PROCESS AFTER PROPOSAL OPENING**

The request for proposal process may be cancelled after proposal opening and prior to Agreement award, should the City determine that cancellation is in the best interest of the City. Cancellation may occur for any reason, including, but not limited to:

- a. Inadequate, ambiguous or otherwise deficient specifications cited in the RFP.
- b. The services are no longer required.
- c. All otherwise acceptable proposals received are at unreasonable prices.
- d. All proposals were not independently arrived at in open competition, were collusive, or were submitted in bad faith.

### **SECTION III. MINIMUM ACCEPTABLE OPERATIONAL STANDARDS AND PROCEDURES**

#### **EXPERIENCE**

1. Minimum of five (5) years of experience as a contracted primary provider 9-1-1 emergency ambulance services to a city, county, or fire district with a minimum call volume similar to the City of Garden Grove, approximately 34 calls for service daily.
2. The five (5) years of experience does not include contracts that only provide EMT labor to a city, county, or fire district. Contracted primary provider must actually provide the ambulance service and bill for those services, with the city, county, or fire district retaining that ambulance transport revenue.

#### **DISPATCH/RESPONSE**

1. It is the responsibility of the Contractor to create and maintain an independent, redundant communication system between the provider dispatch center and Metro Cities Fire Authority (MCFA), Metro Net Communications, which will henceforth be referred to as Metro Net.
2. The company awarded the Agreement will be expected to provide, at their cost, a direct communication link between Metro Net and the provider's dispatch center. This communication link will allow alarm, dispatch and response times to be based on the same set of times. This requirement shall be subject to approval by the Garden Grove Operations Chief, the Metro Cities Fire Authority Communications Manager and the MCFA Board of Directors if necessary.
3. The Fire Department and the successful Proposer will meet and agree upon the definition of "response time." This must be accomplished before the start date in order to create consistency in reporting methods.
4. Upon receipt of a dispatch alert from Metro Net, the appropriate ambulance will respond Code 2 (expeditiously, but without lights and siren) unless otherwise advised by Metro Net or fire personnel on scene. All dedicated ambulances shall be dispatched by Metro Net.
5. Upon receipt of a dispatch request, the provider ambulance will announce the ambulance designator and response address via radio to Metro Net.
6. The following emergency ground ambulance response times shall be adhered to at a monthly compliance rate of at least 90%:
  - a. Code 3-response time (red lights and siren) shall not exceed 9 minutes and 59 seconds.

- b. Code 2-response time (expeditious response without red light and siren) shall not exceed 14 minutes and 59 seconds.
  - c. For all responses, the provider shall have the responding unit enroute within 2 minutes and shall confirm with Metro Net when the unit has been dispatched.
  - d. If the provider dispatch knows that the responding unit is delayed in their response for any reason, Metro Net will be notified of the same immediately, and a notation will be made by the ambulance dispatcher on the run report form and/or log. In such a case, Metro Net will follow its standard operating procedures and dispatch another ambulance from a secondary ambulance provider.
  - e. It shall be the responsibility of the ambulance provider to maintain awareness of street and freeway closures and/or repair to avoid unnecessary delays in response.
7. Exemptions to response time requirements may be made by the Fire Department Division Chief for Operations and include the following:
- a. Weather conditions that are so severe as to impair the Contractor's response time performance. It shall be the Contractor's responsibility to advise Metro Net dispatch center and the Fire Department of such conditions in order to minimize the impacts of such conditions.
  - b. In times of natural disasters, which have been declared by the appropriate governmental agency, response time requirements are waived until such time as the disaster is mitigated and normal operations are restored.
8. Response Areas: For response reporting purposes, the geographic boundaries of the City will be one (1) response area.
9. The provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis. The supervisor shall be available through the provider's dispatch.
10. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:
- a. It is highly desirable to be located in Orange County.
  - b. Capable of primary and secondary communication systems.
  - c. Capable of data (electronic handshake) and voice communication with Metro Net (Any proposals for change within the Metro Cities Fire Authority must be approved by the Garden Grove Operations Chief and the Metro Cities Fire Authority Communications Manager).

11. All ambulance responses shall be in accordance with the California Vehicle Code.
12. All requests for emergency ambulance services received by the provider from other than a public safety agency within the City shall be reported to Metro Net immediately.

#### **REPORTING**

1. The provider shall provide monthly reports containing the following response data.
  - a. Time of dispatch alert for Metro Net.
  - b. Dispatch time.
  - c. Arrival time.
  - d. Total response time (call alert to on scene time).
  - e. Average response time for each calendar month.
  - f. Number of responses in excess of the above mentioned standards.
  - g. The average number of minutes in excess of the standard.
2. Continuous Quality Improvement (CQI) Reporting: The Fire Department and the successful Proposer shall meet and develop a CQI reporting process that will allow both parties to track the provider's individual and system performance and develop service enhancements.

#### **ON SCENE PROCEDURES**

1. Ambulance personnel shall perform as a part of the patient care team. They shall be expected to be able to perform all treatment modalities within their scope of practice as defined by OCEMSA policies and procedures.
2. All ambulance personnel assigned to work within the City shall be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.
3. As with all responders to the emergency scene, ambulance personnel shall work under the direction of the Incident Commander and/or the EMT-Paramedic in charge of the patient(s) and/or scene. They shall respond to the directions of such persons in a positive and affirmative manner.

4. Ambulance personnel will inform the EMT-Paramedic and/or Incident Commander of any unseen danger or safety concern that might lead to additional injury to victim or responder.
5. Ambulance personnel shall place their apparatus and equipment in a safe location and shall be mindful of the need for safe operations on the scene of an emergency.
6. Ambulance personnel shall not participate in any firefighting or rescue operation.
7. Ambulance personnel shall request a secondary response unit and/or the field supervisor immediately upon finding that their unit has suffered a mechanical failure or at the request of the incident commander. They shall likewise immediately inform the incident commander of mechanical failure.
8. During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under the contract shall be interrupted from the moment the disaster situation is made known to the contractor by the Fire Department. Immediately upon such a notification, the contractor shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.
  - a. During such periods, the contractor shall be released from response time performance requirements until notified by the Fire Department that disaster assistance may be terminated.
  - b. When the disaster has terminated, the contractor shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
  - c. The provider shall provide assistance at the command post or emergency operations center and shall use best efforts to provide local emergency coverage and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
  - d. During the course of the disaster, the Fire Department shall work with the contractor to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.
9. Ambulances shall return Garden Grove Fire Department crew members and equipment to their apparatus in the field or stations upon completion of patient delivery to a designated facility.

## PERSONNEL

1. The provider shall insure compliance by all employees to all applicable provisions of:
  - a. The California Health and Safety Code.
  - b. The California Vehicle Code.
  - c. County of Orange Ordinance No. 3517.
  - d. The County of Orange Emergency Medical Service policies and procedures.
  - e. Chapter 5.10 (Ambulances) of Title 5 of the Garden Grove Municipal Code.
  - f. All other applicable federal, state, and local laws, regulations, and statutes.
2. All response personnel shall have in their possession, at all times when on duty, applicable licenses, certifications or permits required for their specific job function as outlined in the requirements of the agencies and codes listed above.
3. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
4. The Fire Chief or his designee may, at any time, request to inspect the licenses, certifications, or permits of the response personnel for verifying validity and compliance with applicable provisions of the agencies and codes as outlined above.
5. Provider shall allow Garden Grove Fire Department members to be on the selection panel for ambulance crew members working within the City.
6. Provider shall be responsible to ensure that all personnel working in the City conform to company and City uniform and grooming standards, and present him or herself in a positive and professional manner.
7. Provider shall be responsible to ensure that none of their personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance.
8. Provider shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.

9. The Fire Chief may request of the provider to participate in joint training exercises to improve the capability and coordination of both agencies' response to a given emergency or disaster. Such training will be scheduled and coordinated by the Training Officers of the Fire Department and the provider agency and shall not exceed 20 hours per year.
10. Provider shall be responsible to ensure that all personnel working in the City be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.
11. Provider shall make available to the Fire Chief or his designee, upon request, the training records of all personnel responding to emergencies within the City.
12. While the Proposer is an independent contractor, this RFP requires the contractor to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of the contractor is patient care and transportation. The contractor will utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent, which might impair judgment or motor skills.
13. The Fire Chief may request, and the provider will comply, that certain personnel not be assigned with units responding into the City. The provider will take all appropriate actions to deal with personnel based on documented complaints received from the Fire Department.
14. Provider shall ensure that all personnel working in the City have personal protective equipment (PPE) as deemed appropriate by the Fire Chief.
15. Provider shall ensure that personnel and the four (4) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by City's Fire Chief. During the term of the Agreement, City and Provider may meet and confer on the housing of ambulances and their crews on City property subject to rent or license fees payable to the City.

## **SECTION IV. SUPPLIES, EQUIPMENT, AND VEHICLES**

### **SUPPLIES AND EQUIPMENT**

Supplies carried onboard ambulances:

1. All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by OCEMSA Policies and Procedures, California Vehicle Code, and the California Health and Safety Code (Title 13 and Title 22) and all other applicable laws, regulations and/or procedures, throughout the term of the agreement.
2. In conjunction with and in addition to the above requirements, each emergency ambulance operating within the City shall carry as part of its standard inventory all supplies and equipment named in OCEMSA Policies and Procedures #325.00, Advanced Life Support (ALS) Unit Minimum Inventory. Brand, type and specifications of supplies and equipment to be specified by the Garden Grove Fire Department to ensure compatibility. Optional supplies and equipment named in the policy may be required.

Exception: The Fire Department will provide and maintain all controlled narcotics.

3. All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.
4. Supplies to be stocked or warehoused: The emergency ambulance transport services provider shall maintain a stock or warehouse of appropriate supplies and equipment within the City for the purpose of re-stocking their units in a timely manner.
5. Proposers shall demonstrate compliance and interoperability with the countywide electronic Prehospital care report (ePCR) program known as the Orange County Medical Emergency Data System (OC-MEDS). Provider shall meet this requirement by utilizing the same ePCR software specified and used by the Garden Grove Fire Department.

### **VEHICLES – Quality of vehicles and maintenance practices**

1. Proposers shall specify in their proposal the ambulance types, make, and mileage for primary responding units and reserve units.
2. The ambulances will be dedicated solely for the City, and display City of Garden Grove branding, and not subject to every day coverage for other agencies or internal private use, excluding incidents as described in Section III, Dispatch/Response, Item 7, and exemptions granted at the sole discretion of the Fire Chief.



3. The amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the Agreement. Four (4) new chassis, type III modular ambulances, to be used exclusively for emergency ambulance transports originating within the City, will be considered a minimum acceptable level for service in the City.
4. The ambulances must be equipped with 800 MHZ radios with encryption capability (on board and/or portable), navigation system, Automatic Vehicle Locator System (AVL) hardware and software (GPS system) that interfaces with Metro Net.
5. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, OCEMSA, and NFPA 1917.
6. Proposers shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in the City, the total number of ambulances that will be on duty during any given time of the day or night, and will commit to maintain that number and type of vehicle throughout the term of the Agreement.
7. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.
8. Commitment to driver training: The Proposer shall describe the driver-training program employed by the Proposer to prepare and maintain safe operations of their ambulances.
9. Maintenance and maintenance records: The Proposer shall, in the proposal, enumerate the status of the maintenance records of the ambulances intended for use in the City, their availability for review, and shall commit to the maintenance of such records throughout the term of the Agreement. Ambulances shall be maintained in accordance to these maintenance schedules and records.
10. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate Agreement cancellation.
11. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by the service provider immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.
12. The Proposer shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

## SECTION V. FINANCIAL SYNERGIES

### BILLING SYNERGIES

The Proposer is invited to propose methods and mechanisms of providing billing services for all pre-hospital services rendered to patients accessing the emergency 9-1-1 system (PSAP).

Billing Services: The following is currently in place:

1. Advanced Life Support (ALS): The Contractor and the City acknowledge that the City presently provides paramedic Advance Life Support services (ALS) for such service calls to residents and non-residents. The City does not receive 100% reimbursement for such services. Accordingly, the Contractor and the City agree that the Contractor will retain City ALS services fee and will reimburse City at least \$387.35 per ALS call for its out-of-pocket expenses for such ALS services. The ALS service cost is to be increased in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.
2. Non-Resident Fee: The City presently provides paramedic assessment services (not always requiring transport) to residents and non-residents; The City has a non-resident fee of \$387.35 for such paramedic assessment services. Accordingly, the Contractor and the City agree that the Contractor will retain City non-resident fee and will reimburse City at least \$387.35 for its out-of-pocket expenses for such paramedic assessment service to the non-resident. The non-resident fee cost is to be increased in an amount equal to the increase, if any, allowed by the action of the City Council.
3. In consideration of this billing service, Contractor shall receive an administrative fee of seven percent (7%) of those City / ALS and non-resident service fees actually collected.
4. Contractor shall transmit fees due to the City for ALS and non-resident service on a monthly basis with a report including, but not limited to, total amount of ALS calls, amount invoiced, amount collected, amount of write-offs, amount of balance due and totals for the month and year to date.
5. Medical Supply Reimbursement Fee: Contractor shall reimburse the Fire Department on a quarterly basis \$32.66 for each patient transported by ambulance (BLS or ALS, resident or non-resident) for expendable medical supplies regardless of what is actually collected from the patient, even if such amount is zero (0). The expendable medical supply dollar amount is to be adjusted in an amount equal to the increase, if any, allowed by the action of the County of Orange and/or the City Council.

## **SECTION VI. ORGANIZATIONAL SYNERGIES**

It has always been the goal of the Garden Grove Fire Department to pursue clinical excellence, superb response time performance, cost containment, and a professional and courteous image. It is the desire and intent of the Fire Department that Garden Grove's emergency ground ambulance service provider shall pursue and attain, to the highest degree possible, these same objectives, while making reasonable cost-offsetting revenue on the contract. Towards these ends, it is expected that the relationship between the Fire Department and the provider be one of cooperation.

Much of what both the Fire Department and the ambulance companies do in the course of rendering service to the public is repetitive or duplicative. It is the desire of the Fire Department to reduce these duplications of effort in order to maximize efficiency while helping to control costs to the citizens. All Proposers are encouraged to propose service relationships that will meet the goal of creating synergies in the provision of these services.

## SECTION VII: RESPONSE INFORMATION 2015

<b>Incidents in Jurisdiction</b>	<b>12,496</b>
Fire	336
Medical	10,829
Hazardous Materials	80
Other Emergencies	517
Service	734

<b>Incidents out of Jurisdiction</b>	<b>2,131</b>
Fire	222
Medical	1,776
Hazardous Materials	28
Other Emergencies	73
Service	24
Strike Teams	8

<b>Number Responses by Unit</b>	<b>13,870</b>
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	<b>ALS</b>	<b>BLS</b>
<b>STATION 1</b>		
Engine 1	1,062	758
Medic 1	2,437	204
Truck 1	278	145
Light Air	2	0
<b>STATION 2</b>		
Engine 2	1,458	877
<b>STATION 3</b>		
Engine 3 *(PAU)	913	650
<b>STATION 4</b>		
Engine 4 *(PAU)	444	380
<b>STATION 5</b>		
Engine 5	962	434
<b>STATION 6</b>		
Engine 6 *(PAU)	771	517
<b>STATION 7</b>		
Engine 7 *(PAU)	855	723

\*Paramedic Assessment Unit (PAU)

<b>Patient Care Level Provided</b>	<b>8,105</b>
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<b>ALS and BLS Responses with Transports</b>	<b>8,105</b>
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**SECTION VIII: PROPOSAL SUBMISSION FORM**  
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SECTION A	ADMINISTRATION
SECTION B	EXPERIENCE
SECTION C	OPERATIONAL SYSTEMS
SECTION D	PATIENT BILLING SYSTEMS
SECTION E	FINANCIAL ANALYSIS
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SECTION G	PERSONNEL TRAINING AND RECORDS
SECTION H	PATIENT CARE/TRANSPORT SYSTEM DESIGN

## SECTION A. ADMINISTRATION

Requested items are referenced in Section II. Proposal Submission Process, under Special Provisions of the RFP. All items submitted shall be listed in numerical order as per this list:

1. Request for Proposal Submission Checklist, Pages 58-59 **to be completed by Purchasing Agent ONLY but a blank copy must be included in this section of the proposal.**
2. Cover Letter, optional
3. Statement of Truth, Attachment A, Page 44
4. Bidder/Contractor Statement Regarding Insurance Coverage Requirements, Attachment B, Page 45
5. Non-Collusion Affidavit, Attachment C, Page 46 **(Must be Notarized)**
6. Hold Harmless and Indemnification Clause, provided by the Proposer
7. Statement to provide Additional Information
8. Right to Audit Letter, provided by the Proposer

## SECTION B. EXPERIENCE

1) Name of the Proposer: (Include description of organization type: Corporation, Partnership, Limited Liability Company, Sole Proprietorship/D.B.A., etc.)

2) Name of the authorized person to contact regarding this proposal:

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

3) State the number of years the Proposer has been in business under the present business name, as well as related prior business names.

4) List the name, address, and share of ownership of all owners of the Proposer.

5) State the number of years of experience the Proposer has had in providing emergency ambulance services (ground transportation, ALS, BLS, and billing services—minimum of 5 years is required for consideration of proposal).

6) List the number of years the Proposer has provided emergency ambulance service within a response area comparable to the City of Garden Grove area shown in the map on Page 6.

7) List the contracts completed during the last five (5) years showing the year, type of services, dollar amount of services provided, location, and contracting agency.

8) List the name, address, and phone number of all organizations, corporations, firms, or persons with which the Proposer has been associated in business, as partners or business associates, within the last five (5) years. An affidavit from the Proposer stating non-conflict of interest will satisfy this requirement.

9) List the name(s) of all organizations, corporations, or firms for which the Proposer holds controlling or financial interest.

10) Explain, in detail, any previous or current litigation involving the Proposer, or any principal officers thereof, in connection with any contracts or proposals for emergency ambulance services.

11) Explain, in detail, any failure, or refusals, by the Proposer, to fulfill the requirements of a contract for emergency ambulance service.

12) Provide an explanation of experience in emergency ambulance services or similar experience of principal individuals of the Proposer's present organization.

- 13) List all major equipment to be used for the direct provision of services.
- 14) List the name, address, and phone number of at least three (3) hospital emergency departments with which the Proposer has provided emergency ambulance services during the past twelve (12) months and which may serve as references.
- 15) List the name, address, and phone number of all organized emergency medical service systems within which the Proposer has operated.
- 16) List all commitments, and potential commitments which may impact assets, lines of credit, guarantor letters, or otherwise affect the Proposer's ability to perform the contract.
- 17) Describe the experience and qualification of the Proposer's management team (executive management, medical director, middle management, and supervisors) in the area of emergency ambulance services or related fields. Indicate how long each employee has been employed with the Proposer. (Include curriculum vitae for medical director).
- 18) List name and location of existing or proposed:

a) Business office location:

Address:	City/Zip Code:
Phone:	Fax:

b) Twenty-four (24) hour dispatch/communication center:

Address:	City/Zip Code:
Phone:	Fax:

- 19) Attach any current personal, business or professional licenses or certificates (include copy of national accreditation certificate or certificates with relevance to this RFP and the provision of emergency ambulance services).

a) National Accreditation **must be valid at time of submission to be recognized.**

- b) List the name, address, and phone number of at least three (3) Public Safety agencies with which the Proposer has provided emergency ambulance services during the past five (5) years. Please provide the agency name, contact person's name, phone number, email address and dates that the services are/were provided.



## SECTION C. OPERATIONAL SYSTEMS

- 20) Describe in detail the dispatch system to be utilized in the performance of the operational plan.
- 21) Describe in detail how (Ambulance Deployment System) the following operational standards will be met and adhered to:
- a) Code 3-response Time (red lights and siren) shall not exceed 9 minutes and 59 seconds.
  - b) Code 2-response Time (expeditious response without red lights and siren) shall not exceed 14 minutes and 59 seconds.
  - c) Upon request for response, the emergency ambulance provider for the indicated response area shall have the responding unit en route within 2 minutes.
  - d) The emergency ambulance provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis.
- 22) The Proposer shall include a statement that they agree to comply with items 16(a) and 16(b) above, with a (90%) ninety percent compliance in any one calendar month.

For the purpose of deployment and reporting, there shall be one reporting area:

AREA	BORDERS = NORTH	CITY LIMITS
	SOUTH	CITY LIMITS
	EAST	CITY LIMITS
	WEST	CITY LIMITS

## **SECTION D. PATIENT BILLING SYSTEMS**

The City of Garden Grove has imposed a \$387.35 charge per Advanced Life Support (ALS) transport, collected by the provider for a seven percent (7%) administration fee. Additionally, the provider collects for the City \$32.66 per transport for expendable medical supplies and a \$387.35 non-resident fee.

- 23) Using this information, describe in detail how the Proposer would calculate, charge, and collect all applicable patient care and transportation charges. The Proposer is invited to design a financial system that will help the City maintain its cost-offsetting revenue, cover operational costs of the Proposer, and provide a cost-effective service for the citizens.

## **SECTION E. FINANCIAL ANALYSIS**

- 24) Attach audited financial statements and/or documents to indicate financial responsibility and solvency, inclusive of current assets, liabilities, and net worth. (Financial statements and documents will be held as confidential proprietary information and disclosed only for the purpose of evaluation). All certifications should be by an Independent Certified Public Accountant. 'Independent' is defined within the scope of this document to mean a Certified Public Accountant or Accounting firm in which none of the Certified Public Accounts, or its employees, have a financial interest in the ambulance company, serve on the Board of Directors of the ambulance company, or receive monetary payment or service reimbursement from the ambulance company other than for Certified Public Accounting related accounting functions.
- 25) All financial statement(s) should be for the last fiscal year unless the current fiscal year closes out ninety days (90) from the date of the RFP, in which case, the prior fiscal year's statements would be accepted.
- 26) Attach a copy of the Proposer's "Proposed Operating Budget" for the service to be provided in this submission. Include costs for:
- a) Personnel
  - b) Vehicles
  - c) Medical equipment and supplies
  - d) Capital expenses (New for this project)
  - e) Proportionate share of ongoing expenses
  - f) Include estimated revenues based on analysis made above.

## **SECTION F. VEHICLE MAINTENANCE AND RECORDS**

- 27) Name and location of vehicle maintenance facility (contracted facility or facility owned and operated by the Proposer) and name of person that is knowledgeable concerning the Proposer's maintenance records.
- 28) Name and location of electronic repair or service facility (radio, cellular, vehicle locator system, and other communication systems) and name of person that is knowledgeable concerning the Proposer's maintenance records.
- 29) List the front line emergency ambulance vehicles that will be used to service the City of Garden Grove. Indicate the unit #, age and mileage of each ambulance to be utilized for the Agreement. (Mileage is defined as the mileage at time of proposal submission.)
- 30) List reserve emergency ambulance vehicles that will be used to service the City of Garden Grove during the term of the Agreement. Indicate the unit #, age, type and mileage of each vehicle.
- 31) Describe, in detail, the preventative and regular maintenance program for front line and reserve vehicles. Include average number of miles between service appointments and average turn-around times for front line and reserve units. Also, include the location where the vehicle specification and maintenance records can be reviewed.

## SECTION G. PERSONNEL TRAINING AND RECORDS

- 32) Proposal shall include evidence of company adherence to Equal Opportunity Employment standards and policies.
- 33) Describe the Proposer's current programs utilized for training of new employees and for the continuing education of existing employees. Include the location of training records. Training records (Driver, Substance abuse and EMT) may be requested for review.
- 34) Describe how the medical director is utilized as a training resource for personnel.
- 35) Describe the experience and qualifications of line personnel (drivers, attendants, and dispatchers). This information should be based on the company's California area experience:
- 36) Complete the following Personnel Information Sheet:

	Management	Line Personnel
Number of Employees:		
Average Time in Profession:		
Average Time with the Proposer:		

- 37) Attach a copy of proposed or actual monthly report form to be utilized in obtaining Quality Assurance and Continuous Quality Improvement information per response. This report is to include, but not be limited to:
- a) Personnel numbers
  - b) Call alert, dispatch, en route, on-scene, and available times
  - c) Compliance to set response criteria
  - d) Mileage to scene and from scene to receiving center
  - e) Services performed
  - f) Supplies and equipment expended
  - g) Patient information (to include name, address, chief complaint, medical status, vital signs, chief complaint, disposition, patient medical doctor, insurance company, escort status, etc.)
  - h) Other areas you recommend

## **SECTION H. PATIENT CARE/TRANSPORT SYSTEM DESIGN**

- 38) Start-up Plan: Describe in detail how you propose to start operations in a timely manner. Include any time frames or delays due to equipment, vehicle acquisition, locations, personnel hiring, and additional training if needed.
- 39) In considering all the previous questions together, discuss in detail the system design you propose. Take into account the priorities of clinical excellence, consistent response times, and state-of-the-art systems management. It is the stated desire of the Fire Department to contract with an emergency ambulance transport provider that can work with the Fire Department to create organizational synergies that will lead to improved patient care, system continuity, and cost containment.

**ATTACHMENT A**  
**STATEMENT OF TRUTH**

The Proposer acknowledges that is has read and fully understands all aspects of the RFP process, including, but not limited to, evaluation standards as set forth in this RFP package, and further agrees and understands that the City Council retains final authority to award the Agreement for emergency ambulance services for the City of Garden Grove.

I, the Proposer, declare, under penalty of perjury, that the information presented in this proposal is accurate and true to the best of my knowledge. I am aware that, should any information be found false, the City of Garden Grove may pursue any and all remedies authorized by law which shall include the right, at the option of the City of Garden Grove, of declaring any agreement made as a result thereof void.

**IF SOLE OWNER:**

Signature of Owner

Date

**IF PARTNERSHIP (JPA or merger):**

Signature of Partner (General Partner)

Date

**IF CORPORATION:**

Signature of President

Date

Signature of Secretary

Date

## ATTACHMENT B

### BIDDER/PROPOSER STATEMENT REGARDING INSURANCE COVERAGE REQUIREMENTS

BIDDER/PROPOSER HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Proposal for Ambulance Transportation and Billing Services.

BIDDER/PROPOSER HEREBY CERTIFIES that he/she will submit required requested insurance certificates and endorsements within ten (10) City working days of the original request or the City reserves the right to proceed with the next highest scoring Proposer in the process.

Should we/I be awarded the Agreement, we/I certify that we/I can meet the specified insurance coverage requirements, including insurance coverage of the subcontractors (if applicable), and agree to name the **CITY** and other additional insured as per the Agreement for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the code, before commencing the performance of the work specified. All insurance certificates and endorsements will be provided within ten (10) City working days of the original request or we/I understand that the City reserves the right to proceed with the next highest scoring Proposer in the process.

---

Please Print (Person, Firm, or Corporation)

---

Signature of Authorized Representative

---

Date

---

Please Print (Name & Title of Authorized Representative)

---

Phone Number and Email

Insurance Certificates and Endorsements will be accepted via email and must be emailed to the following email address only: [sandras@ci.garden-grove.ca.us](mailto:sandras@ci.garden-grove.ca.us). This is the preferred and quickest method of submitting insurance certificates and endorsements.

Insurance Certificates and Endorsements can also be mailed to: City of Garden Grove  
Attention: Sandra Segawa  
Purchasing Division  
11222 Acacia Parkway  
Garden Grove, CA 92840

NOTE: All insurance certificates and endorsements must be received by the City of Garden Grove Purchasing Division within ten (10) City working days of the original request or the City reserves the right to proceed with the next highest scoring Proposer in the process.



**ATTACHMENT C**  
**NON-COLLUSION AFFIDAVIT**

STATE OF CALIFORNIA

SS.

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ the party making the forgoing proposal that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that said Proposer has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the proposal price of said Proposer or of any other Proposer, or to fix any overhead, profit, or cost element of such proposal price or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such proposal are true, and further, that said Proposer has not directly or indirectly submitted his proposal price or any breakdown thereof, or the contents thereof or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said Proposer in this general business.

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

[ATTACH NOTARY ACKNOWLEDGMENT]

## **ATTACHMENT "D"**

### **AGREEMENT FOR AMBULANCE TRANSPORTATION AND BILLING SERVICES**

#### **INDEPENDENT CONTRACTOR AGREEMENT**

(Ambulance Transportation and Billing Services)

**THIS AGREEMENT** is made this \_\_\_\_\_, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR").

#### **RECITALS**

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED \_\_\_\_\_.
2. WHEREAS, CITY issued a Request for Proposals for Ambulance Transportation and Billing Services to obtain an exclusive primary provider of emergency ambulance transport services, including Basic Life Support ("BLS") and Advanced Life Support ("ALS") services.
3. WHEREAS, CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW; THEREFORE, CITY and CONTRACTOR mutually agree as follows:

#### **Section 1. Scope of Work**

CONTRACTOR shall perform BLS and ALS emergency ambulance transportation and other related services as set forth herein below in accordance with and as required by all applicable laws and by the terms and conditions of this agreement. The terms BLS and ALS as utilized throughout this Agreement shall be defined in the California Health and Safety Code and applicable provisions of the California Code of Regulations, as amended.

The scope of work to be performed by CONTRACTOR shall consist of those specifications and tasks set forth in the CITY's request for proposal, dated \_\_\_\_\_ in **Exhibit "A"**, attached and incorporated herein by reference.

CONTRACTOR warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standard of its professionalism.

CONTRACTOR acknowledges that CITY shall not be responsible for any compensation or reimbursement of expenses to the CONTRACTOR for any services provided under or arising from this Agreement, except as stated in Section 12. The primary financial compensation to CONTRACTOR for the services rendered under this Agreement will

be from funds received for fee-for-service billings and collections, and contractual arrangements with insurance organizations and other payers.

## **Section 2. Term and Term Renewal**

This Agreement shall become effective on \_\_\_\_\_ and shall continue in effect until \_\_\_\_\_, unless renewed in accordance with this Agreement.

- 1) The City Council reserves the right to terminate the Agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving CONTRACTOR ninety days (90) written notice.
- 2) The Fire Chief or his designee and CONTRACTOR shall meet annually to review the performance of CONTRACTOR and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.

CONTRACTOR may apply no later than six (6) months prior to the date of the expiration of the initial term for a five-year contract renewal, provided all of the following conditions are satisfied:

- (1) The City Council finds and determines, by formal vote, that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.
- (2) CONTRACTOR's request for renewal is submitted to CITY's Fire Chief no later than six (6) months prior to the expiration of the Agreement. CITY's Fire Chief has the ability to waive the six (6) month renewal time requirement.
- (3) CITY's Fire Chief and City Manager both recommend renewal.

## **Section 3. Independent Contractor**

It is agreed that CONTRACTOR 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.

## **Section 4. Limitation Upon Subcontracting**

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 CITY, except for back-up or mutual aid agreements. This Agreement may not be assigned, voluntarily or by operation of the law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of the Agreement by CITY, CONTRACTOR shall be responsible to CITY for acts and omissions of its subcontractors as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual

relationships 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.

### **Section 5. Changes in Scope of Work**

In the event of a change in the Scope of Work provided for in the Agreement documents as requested by CITY, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONTRACTOR's fees.

### **Section 6. Familiarity with Work**

By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed and City territory to be served; and (2) it understands the facilities, difficulties and restrictions of the work under this Agreement.

### **Section 7. Time of Essence**

Time is of the essence in the performance of this Agreement.

### **Section 8. Compliance with Law and Regulations**

CONTRACTOR shall comply with all applicable laws, ordinance, codes and regulations of federal, state and local government. With regard to Section 12, "Advanced Life Support Cost Recovery", CITY and CONTRACTOR shall mutually use their best efforts to comply with state and federal laws and regulations that may relate to this subject matter.

CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licences; permits; approvals; waivers; and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Orange, and all other governmental agencies. CONTRACTOR shall notify CITY immediately and in writing of its inability to obtain or maintain such permits; licenses; approvals; waivers; and exemptions. The refusal of any such application, irrespective of appeal, shall require written notification of CITY.

As they affect the provision of the services hereunder, CONTRACTOR shall comply with the County of Orange Coded Ordinance 3517. CONTRACTOR shall further be subject to and comply with any laws, regulations or ordinances established by the following, as they now exist or may be hereafter amended:

- A. California Highway Patrol
- B. County of Orange including, but not limited to, the following agencies:
  - 1. Health Care Agency / Emergency Medical Services
  - 2. General Services Agency / Communications Division
- C. State of California Emergency Medical Services Authority
- D. City of Garden Grove

## **Section 9. Conflicts of Interest**

CONTRACTOR covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having interest shall be employed by or associated with CONTRACTOR.

## **Section 10. Indemnity**

CONTRACTOR agrees to protect, defend and hold harmless CITY, its elected and appointed officials and employees from any and all claims, abilities, 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 and for errors and omissions committed by CONTRACTOR arising out of or in connection with the work, operation or activities of CONTRACTOR in carrying out its obligations under this Agreement.

With regard to the provision related to ALS cost recovery under Section 12, CITY agrees to protect, defend and hold harmless CONTRACTOR from any claims or damage arising out of CONTRACTOR's obligation under Section 12 of the Agreement in collecting ALS service fees except for claims or damages arising out of CONTRACTOR's errors or omissions.

## **Section 11. Insurance Requirements**

Insurance required herein shall be provided by a licensed Insurer in good standing with the State of California. All Insurance requirements shall meet specifications detailed in the Request for Proposal and or clarifying memorandums as follows:

11.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

11.2 WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

11.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount not less than \$5,000,000 per occurrence. Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage

is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence. The general aggregate shall apply separately to this agreement; (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 not less than \$5,000,000 combined single limit; (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) Professional liability (Ambulance medical malpractice) in an amount not less than \$5,000,000 per occurrence. Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

(d) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. (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.

An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 11.3 (a), shall designate CITY, its 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 11.3 (b) shall designate CITY, its 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.

In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate stating the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

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, or 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.

No insurance required under this Agreement shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

City of Garden Grove reserves the right at any time to review the coverage, form, and limits of insurance contained in the Agreement, and if adequate protection for Garden Grove are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

#### 11.4. Notice of Cancellation / Termination of Insurance

The above policy shall not terminate, nor shall they be cancelled, nor coverage reduced, until after thirty (30) days' notice is given to CITY, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay premium.

#### 11.5. Proof of Insurance Requirements

CONTRACTOR shall submit the endorsement and insurance certificate, including the deductible or self-retention amount, to CITY for certification that the insurance requirements of this Agreement have been satisfied prior to beginning any work under this Agreement.

### 11.6 Beginning of Service

CONTRACTOR shall not commence service under this Agreement unless all insurance provisions have been satisfied.

## **Section 12. Advanced Life Support Cost Recovery**

CONTRACTOR and CITY acknowledge that CITY presently provides paramedic ALS. CITY does not receive 100% reimbursement of cost for such services. Accordingly, CONTRACTOR and CITY agree that they shall enter into this Agreement providing CONTRACTOR's retention of CITY ALS services and reimbursement by CONTRACTOR to CITY to cover CITY for its out-of-pocket expenses for such ALS services.

CONTRACTOR agrees to identify, code, bill and collect fees on behalf of CITY for emergency paramedic services rendered by CITY. CONTRACTOR agrees that all amounts billed and collected on behalf of CITY will be separately identified within the accounting records in sufficient detail to allow for verification by CITY pursuant to Section 13. Audits and that such records will be retained for the current year of operation and the preceding six (6) years of services, CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of CITY during the immediately proceeding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by CITY.

The services covered by this Agreement include situations where patient is transported in a BLS ambulance of CONTRACTOR and the ambulance crew is supplemented by a city paramedic. CONTRACTOR shall bill patients or their insurance company for ALS service.

Upon receipt of payment by the patient or third party payors, CONTRACTOR shall pay CITY the difference between what would have been paid for ALS transport verses what would have been paid for BLS transport. In those instances where partial payment is received, CONTRACTOR shall retain all dollars until the amount collected exceeds the BLS charges.

CITY is only entitled to be reimbursed for use of its paramedic when a paramedic is actually provided and a paramedic is medically necessary due to the condition of the patient.

If, after payment is made by CONTRACTOR to CITY, an overpayment is assessed against CONTRACTOR by any third party payor claiming ALS (i.e., the paramedic) was not medically necessary, CITY shall refund to CONTRACTOR the amount of such overpayment and any accessed interest or penalties, whether calculated individually or through statistical sampling.

CITY shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Pre-Hospital Care Report completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.



### **Section 13. Audits**

At any time during normal business hours, with reasonable notification, and as often as may reasonably be deemed necessary by CITY, CITY's representatives may observe CONTRACTOR's operations and CONTRACTOR shall make available to CITY for its examination, its records with respect to all matters covered by this Agreement, including patient medical records, and CITY may audit, examine, copy and make excerpts or transcripts from such records, including financial records, related to matters covered by this Agreement.

### **Section 14. Payment of Pre-Hospital Supplies**

CONTRACTOR shall reimburse CITY on a quarterly basis and remit to CITY no later than thirty (30) days following the end of the quarter a minimum of Thirty-two dollars and Sixty-six cents (\$32.66) per transport, or such amount as may be adjusted by County of Orange, to cover the cost of expendable medical supplies, including but not limited to patient pre-hospital care supplies.

### **Section 15. Controlling Provisions**

In the event of a conflict between the provision between this Agreement and the CITY's Request for Proposal, the terms of the Request for Proposal shall control.

### **SECTION 16. Disputes Between CONTRACTOR and CITY**

Either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the parties hereto, at which such parties shall attempt to resolve such dispute. CITY's Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties within thirty (30) days, the dispute may be referred by either party to the City Manager. The decision of the City Manager shall be final.

### **Section 17. Assignment and Delegation**

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of CITY, of which consent may be withheld with impunity by CITY. Any attempt, assignment or delegation in derogation of this paragraph shall be void. For purposes of this Section, a transfer or sale by any shareholder of greater than ten percent (10%) of the stock currently issued by CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

## **Section 18. Termination**

This Agreement may be terminated for cause based upon a material breach of contract. The party proposing termination based upon breach shall serve a written notice allowing the breaching party at least 10 days to cure the breach. If the breach is not cured on the part of the CONTRACTOR, the City manager of the CITY, or his designee, may terminate the Agreement, unless the breaching party is diligently pursuing the cure and the cure cannot be rectified within ten (10) day period set forth above. The City Manager's decision shall be final.

## **Section 19. 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 or service of process:

(Address of CITY)	(with a copy to):
City of Garden Grove	Garden Grove Fire Department
11222 Acacia Parkway	11301 Acacia Parkway
Garden Grove, CA 92840	Garden Grove, CA 92842

To Contractor:      XXXXXXXXXXXX  
                                 Attention: XXXX  
                                 XXXXXXXXXXXX  
                                 XXXXXXXXXXXX

## **Section 20. Attorneys' Fees**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

## **Section 21. Judicial Resolution of Breach of Contract**

In the event of termination of this Agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation in the County of Orange. The laws of the State of California shall govern any such dispute.

## **Section 22. Ownership of Records and Confidential Information**

In addition to protected health information, as defined in 45 CFR § 164.504, or individually identifiable health information, as defined in 42 USC § 1320d ("Protected Health Information"), during the course of performing services under this Agreement, each party may from time to time receive confidential information about the other, including but not limited to, information about the party's customers, patients,

practices, procedures, strategies, organization, financial and other related information. Neither party shall use or disclose any such confidential information for any purpose other than the limited purpose of performing its obligations under this Agreement, without the prior express written permission of the supplying party. All documents and records prepared, maintained, handled or otherwise related to CONTRACTOR's performance of services hereunder are and shall be the property of CONTRACTOR. If a party is served with a public records request, subpoena, or other legal process concerning confidential information of the other party, that party shall immediately (not more than 48 hours after receipt) notify the supplying party and shall, at no cost to CITY, cooperate with it in any lawful effort to contest the legal validity of such process the supplying party may wish to pursue.

### **Section 23. Entire Agreement**

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous negotiations between them pertaining to the subject matter thereof.

\\\\\\

(Agreement Signature Block on Next Page)

**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"**  
**XXXXXXXXXXXXXXXXXXXXXX**

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

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

Title: \_\_\_\_\_

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

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

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:**

\_\_\_\_\_  
Garden Grove City Attorney

\_\_\_\_\_  
Date

**City of Garden Grove**  
**RFP S-1207**  
**Ambulance Transportation and Billing Services**

**Request for Proposal Submission Checklist**

Proposer's Name \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Phone Number (     ) \_\_\_\_\_

Email Address \_\_\_\_\_

This portion of the proposal is to be rated at a pass/fail, for mandated items, and yes/no for non-mandated items included. A fail mark in any one of the following criteria may be cause for disqualifying the entire proposal from further review. The determination to disqualify a proposal shall be in the sole discretion of the Fire Chief if it is determined to be in the City's best interest. It is in the Proposer's best interest to ensure that the proposal meets all of following proposal submission criteria.

**Proposal was received by the Purchasing Agent prior to submission deadline.**     ☐ **Pass**     ☐ **Fail**

**Purchasing Agent Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

		<b>Pass</b>	<b>Fail</b>
1.	Attended mandatory proposal (pre-submission) conference held on Monday, January 19, 2017.	<input type="checkbox"/>	<input type="checkbox"/>
2.	Proposal included five (5) sealed copies with the original so marked and a CD.	<input type="checkbox"/>	<input type="checkbox"/>
3.	SECTION B. EXPERIENCE, Item # 5, Page 36, 5 yrs. min	<input type="checkbox"/>	<input type="checkbox"/>

**SPECIAL PROVISIONS & SECTION A. ADMINISTRATION** (Pages 12 & 35) of the RFP)

		<b>Pass</b>	<b>Fail</b>
4.	The following was submitted with proposal		
	a. Statement of Truth	<input type="checkbox"/>	<input type="checkbox"/>
	b. Bidder/Proposer Statement Regarding Insurance Coverage	<input type="checkbox"/>	<input type="checkbox"/>
	Req.		
	c. Non-Collusion Affidavit (Must be Notarized)	<input type="checkbox"/>	<input type="checkbox"/>
	d. Hold Harmless and Indemnification Clause	<input type="checkbox"/>	<input type="checkbox"/>
	f. Statement to provide additional information	<input type="checkbox"/>	<input type="checkbox"/>
	g. Right to audit letter	<input type="checkbox"/>	<input type="checkbox"/>

**FORMAT & FORM** (Pages 9 & 35 of the RFP)

	<b>Pass</b>	<b>Fail</b>
5. The proposal format and table of contents strictly adheres to the table of contents, titles, and numbering convention employed in the Proposal Submission Form as follows: Section A. Administration (#1-8) Section B. Experience (#1-19) Section C. Operational Systems (#20-22) Section D. Patient Billing Systems (#23) Section E. Financial Analysis (#24-26) Section F. Vehicle Maintenance and Records (#27-31) Section G. Personnel Training and Records (#32-37) Section H. Patient Care/Transport System Design (#38-39)	<input type="checkbox"/>	<input type="checkbox"/>
6. Proposal packages are clearly marked with proposal name, submission deadline, Proposer name, address, and name and phone number of contact person.	<input type="checkbox"/>	<input type="checkbox"/>
7. Proposal Cover Letter.	YES	NO
8. Proprietary materials submitted separately.	YES	NO

**INSURANCE COVERAGE REQUIREMENTS** (Pages 10-12 of the RFP)

	<b>Pass</b>	<b>Fail</b>
9. Bidder/Proposer Statement Regarding Insurance Coverage Requirement was signed by Proposer certifying that insurance requirements are understood and will be met if awarded the contract within ten (10) City working days or City can proceed with the next highest scoring proposal. Proposer has agreed to provide the insurance with limits not less those required.	<input type="checkbox"/>	<input type="checkbox"/>
10. Alternate form of insurance approved by Risk Management. (this applies to self-insured providers only)	<input type="checkbox"/>	<input type="checkbox"/>

**APPENDIX A**

**SAMPLES INSURANCE  
CERTIFICATES AND  
ENDORSEMENTS**

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE PROVIDED BY THE POLICIES BELOW.
INSURED		INSURED NAME Should be exactly the same as in contract.
COVERAGES		INSURANCE D: INSURANCE E:
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ON THE CONDITION OF ANY CONTRACT OR OF ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OF ANY POLICY. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED MAY BE LIMITED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY ENDORSEMENTS.		POLICY EXPIRATION DATE Is the policy still current?
INSURANCE TYPE	POLICY NUMBER	INSURANCE LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIED PER: POLICY <input type="checkbox"/> PRO: <input type="checkbox"/> LOG		EACH OCCURRENCE FIRE DAMAGE (Any one fire) M. EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE PRODUCTS - COMP/OP AG
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUT <input type="checkbox"/> SCHEDULED AUT <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUT		COMBINED SINGLE LIMIT (All accidents) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		EIL AC AG
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$		EIL AC AG
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EIL AC AG
OTHER Professional Liability & Contractors Pollution Liability		EIL AC AG
DESCRIPTION OF OPERATION(S), LOCATION(S) AND VEHICLE(S) EXCLUSION		CANCELLATION 10 days NOC for non-payment of premium. SHOULD ANY OF THE ABOVE DESCRIBED OPERATIONS, LOCATIONS OR VEHICLES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER SHALL BE OBLIGATED TO ADVISE THE CERTIFICATE HOLDER BY MAIL TO THE ADDRESS SHOWN ON THE CERTIFICATE.
CERTIFICATE HOLDER City of Garden Grove 11222 Anacapa Parkway Garden Grove, CA 92640 USA		AUTHORIZED REPRESENTATIVE [Signature]

Certificate holder must match entity in contract

SAMPLE



Policy number is clearly stated on Commercial  
General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

City of Garden Grove, it's officers, officials, employees, agents and  
volunteers.

Information required to complete this Schedule. If not shown above, will be shown in the Declaration

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Schedule required with listed information

**SAMPLE**

CG 20 26 07 04

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AGENT COPY

Page 1 of 1

Stated as Primary and Non-contributory

~~THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.~~

**PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed that Insurance provided by any additional insured endorsement is primary coverage. We will not seek contribution from any other insurer when insurance on a non-contributing basis is required by contract.

**SAMPLE**

**Very Important:**

The endorsement must be primary and non-contributory.  
Please clearly show the policy number on the endorsement.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

CG-F-65 (08-03)

Policy Number:

Transaction Effective Date

Policy number is clearly stated.  
Does it match the insurance certificate?

POLICY NUMBER:

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED ENTITY – EARLIER NOTICE OF  
CANCELLATION/NONRENEWAL PROVIDED BY US**

This endorsement modifies insurance provided under the following:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

**SCHEDULE**

**CANCELLATION:**

Number of Days Notice: 30

**WHEN WE DO NOT RENEW (Nonrenewal):**

Number of Days Notice: 30

**NAME: CITY OF GARDEN GROVE**

**ADDRESS: P.O. BOX 3070 GARDEN GROVE CA 92842**

**Attention: Risk Management**

Schedule required with  
listed information

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any

applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

Policy number is clearly stated on endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL AUTO  
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies provisions of the Coverage Form. If

This endorsement changes the below.

Signature required

for the Who Is An Insured Provision of the Coverage Form, unless another date is indicated

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

### SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove, it's officers, officials, employees, agents and volunteers.

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Schedule required with listed information



Policy number is clearly stated on Commercial  
General Liability Endorsement.  
Does it match the insurance certificate?

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
City of Garden Grove, it's officers, officials, employees, agents and volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Schedule required with listed information

Location as stated in Contract

Section II – Who Is An Insured is amended to In-  
clude as an additional insured the person(s) or or-  
ganization(s) shown in the Schedule, but only with  
respect to liability for "bodily injury" or "property  
damage" caused, in whole or in part, by "your work"

at the location designated and described in the  
schedule of this endorsement performed for that ad-  
ditional insured and included in the "products-com-  
pleted operations hazard".

**SAMPLE**

## RFP S-1206 (Ambulance Billing and Transportation Services)

Rater #				Care Ambulance Service	AmeriCare Ambulance Service
1	1. Experience			100	60
	2. Operational Systems			90	50
	3. Patient Billing Systems			90	90
	4. Vehicle Maintenance and Records			45	40
	5. Personnel Training and Records			90	80
	6. Patient Care/Transport System Design			90	70
	<b>TOTAL</b>			<b>505</b>	<b>390</b>
2	1. Experience			97	65
	2. Operational Systems			98	50
	3. Patient Billing Systems			98	90
	4. Vehicle Maintenance and Records			48	35
	5. Personnel Training and Records			97	90
	6. Patient Care/Transport System Design			97	65
	<b>TOTAL</b>			<b>535</b>	<b>395</b>
3	1. Experience			97	70
	2. Operational Systems			96	58
	3. Patient Billing Systems			92	88
	4. Vehicle Maintenance and Records			47	40
	5. Personnel Training and Records			96	88
	6. Patient Care/Transport System Design			95	75
	<b>TOTAL</b>			<b>523</b>	<b>419</b>
4	1. Experience			90	50
	2. Operational Systems			85	45
	3. Patient Billing Systems			85	90
	4. Vehicle Maintenance and Records			40	35
	5. Personnel Training and Records			95	90
	6. Patient Care/Transport System Design			95	70
	<b>TOTAL</b>			<b>490</b>	<b>380</b>
5	1. Experience			100	60
	2. Operational Systems			75	50
	3. Patient Billing Systems			90	100
	4. Vehicle Maintenance and Records			45	35
	5. Personnel Training and Records			100	90
	6. Patient Care/Transport System Design			100	75
				<b>510</b>	<b>410</b>
<b>FINAL SCORES</b>				<b>2563</b>	<b>1994</b>
<b>Financial Systems Ratings</b>					
Care Ambulance=ACCEPTABLE					
AmeriCare=ACCEPTABLE					

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Approval of the proposed Legislative Platform for the 2017-18 Legislative Session. ( <i>Action Item</i> )	Date:	4/11/2017

---

**OBJECTIVE**

To provide a proposed legislative advocacy platform for the 2017-18 Legislative Session for City Council consideration and approval.

**BACKGROUND**

Each year, the State Legislature and United States Congress consider several hundred legislative proposals, many of which may have a significant impact on the City. To increase the efficiency and effectiveness of the City's legislative advocacy program, the City Council periodically adopts an updated legislative platform, which serves as the foundation for the City's advocacy strategy. Adoption of the legislative platform allows the Mayor or City Manager to send letters to the Legislature and Congress consistent with the platform. Additionally, the platform provides a vehicle for summarizing the City Council's positions on various priority issues without precluding the consideration of additional legislative and budget issues that arise during the legislative session.

**DISCUSSION**

With the California 2017-18 Legislative Session recently underway, staff has reviewed and updated the City's current legislative platform. The proposed legislative platform is similar to the prior platform, with the addition of several items that have been identified by City departments as important new advocacy issues, and the elimination of a few items that are no longer priorities. The new items are identified by bold text.

Once approved by the City Council, the platform will be used by staff to respond to legislative proposals. Utilizing this pre-approved list will allow the City to take timely action on top priority bills. Additionally, the list will be used in ongoing discussions with elected officials serving Garden Grove regarding the City's priorities and concerns. The legislative platform will guide the City until a subsequent

platform is adopted by the City Council.

#### FINANCIAL IMPACT

No direct impact.

#### RECOMMENDATION

It is recommended that the City Council:

- Consider and approve the attached legislative platform for the 2017-18 Legislative Session.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Attachment: Proposed FY 2017-18 Legislative Platform	4/5/2017	Cover Memo	LEGISLATIVE_PLATFORM_2017-18.Proposed.docx



# CITY OF GARDEN GROVE LEGISLATIVE PLATFORM 2017-18 LEGISLATIVE SESSION

## FINANCE

1. Oppose new unfunded state and federal mandates, and support full cost reimbursement of existing mandates.
2. Oppose legislation that shifts tax revenues away from local governments without the adequate provision of a constitutionally guaranteed backfill to offset the lost revenues.
3. Support generation, protection and timely allocation of local funding distributed by the state.
4. Support legislative efforts to update the local government tax structure to respond to the "new economy" including developing policy options for responding to the erosion of the major local government revenue sources resulting from the expansion of e-commerce, increased consumption of retail services rather than goods, changing patterns of commerce and innovations in technology.

## PUBLIC SAFETY

1. **Support measures that encourage community safety and well-being.**
2. Support legislative efforts to grant state and federal funding to supplement local law enforcement and fire suppression to facilitate the efficient delivery of public safety services and to provide equipment to maintain the safety, security and quality of life for Garden Grove residents.
3. Support legislation that protects Community Oriented Policing Services (COPS) funding and provides for additional funding for local agencies to recoup the costs of crime and increase community safety.
4. Oppose any legislation that would limit or restrict the City's ability to collect fees for the expense of an emergency response (e.g., non-resident medical aid fee)
5. **Support legislation that preserves City rights to deliver emergency medical services pursuant to Health and Safety Code 1797.201.**

6. Support legislation and grants that provide funding for equipment upgrades, training and capital improvements, including funding to enhance Emergency Operation Centers.
7. Support legislative efforts to improve fire suppression and prevention, hazardous materials mitigation, emergency medical services, and disaster preparedness initiatives.
8. Support legislation that seeks to reimburse the City for overtime costs, training, and equipment, paid to and for fire suppression personnel who are fighting statewide wildland fires, attending regional trainings, and promoting interoperability through the upgrade and replacement of outdated equipment.
9. Oppose attempts to eliminate local control of alcohol beverage establishments.
10. Support funding for community-based gang diversion programs.
11. ~~Oppose attempts to expand "early release" for low-risk, serious and violent offenders without an increase in sustained funding to ensure responsible supervision by parole agents and for local agencies that provide post-release supervision.~~ **Oppose any further legislative attempts at early release of incarcerated prisoners and further de-criminalization of "non-violent" offenses.**
12. ~~Support measures that provide frontline funding for police services associated with "early release" of state prisoners as a result of state-mandated criminal justice realignment provisions.~~ **Support legislation that provides tools and resources cities need to respond to recent changes in statewide criminal sentencing policies (i.e., AB 109, Proposition 47, Proposition 57).**
13. Support legislation to provide for local regulation and control of massage establishments.
14. **Support legislation that protects local priorities during development of regulations to implement the Adult Use of Marijuana Act.**

## COMMUNITY SERVICES

1. Support legislation and grants to fund parks, recreation and capital improvements, and programs to increase the quality of life for Garden Grove residents.
2. Support funding for community-based efforts to address the social, recreational and developmental needs of youth.

## EMPLOYEE RELATIONS

1. Oppose imposition of new or enhanced mandated employee benefits, including the mandatory expansion of benefits to part-time employees or retirees.
2. Oppose any reduction in local control over public employee disputes, or imposition of regulations of an outside agency.
3. Oppose any measure expanding public employees' ability to strike.
4. Support continued workers compensation reforms to prevent fraud and abuse of the workers' compensation system.
5. Support workers' compensation reforms that protect the ability of employers to challenge the work-relatedness of illnesses claimed by public employees in workers' compensation cases, and to overcome presumptions that illnesses are work related.
6. Oppose any efforts to expand the length of "4850" time for safety employees on industrial injury leave.
7. Oppose any measures designed to insert state control or influence over the municipal bankruptcy process as a way to prevent the renegotiation of financially unsustainable labor agreements.
8. Oppose any state legislation that would mandate interest arbitration in labor disputes.
9. Support responsible implementation of recent pension reforms by CalPERS, as well as the adoption of additional pension, other post-employment benefits (OPEB) and related reforms to better manage the long-term growth of unfunded pension and OPEB liabilities and reduce the risk of fiscal and service level insolvency.

## ENVIRONMENTAL QUALITY

1. Support measures which provide for cooperative efforts to reduce air pollution through the reduction of actual emissions, rather than vehicle trips and vehicle miles traveled.
2. Support measures that maintain and enhance local decision making authority, where appropriate, in the development and implementation of air quality attainment strategies.
3. Support measures that maintain and enhance local authority and flexibility to regulate solid waste and recyclables.

4. Support measures to increase water supply, encourage conservation of water resources and improve drinking water quality in the region.
5. Support state, federal or other funding for water reuse technologies and drought related infrastructure improvements.
6. Support measures to provide for and promote the use of reclaimed water.
7. Oppose efforts to make all National Pollution Discharge Elimination System (NPDES) permits the same. Requirements of Los Angeles or San Diego permits may be too onerous or not applicable. Orange County's permit should be tailored to our region/watershed.
8. Support State General Fund subventions and Bond revenue to cities for local and regional efforts that educate the public on urban runoff, which provide for long-term capital improvements (e.g., storm drain diversions and filters), and which encourage municipalities to implement Urban Runoff Best Management Practices at the local level.
9. Oppose actions by Regional Water Quality Control Boards that impose mandates on cities that exceed State or Federal Regulations and/or are outside their jurisdictional authority to impose or enforce.
10. Oppose environmental regulations for which the costs of regulation, both direct and indirect, significantly exceed the benefits or provide only minimal protections.

## HOUSING

1. Oppose any reduction in the housing or community development authority of municipalities.
2. Support the provision of legislative authority for local governments to implement reasonable housing occupancy standards.
3. ~~Support funding of community-based local efforts to address the homelessness problem.~~ **Support increased state and federal funding and support to provide additional shelter and services to California's homeless, including funding of community-based local efforts to address the homelessness problem.**
4. **Oppose any reductions to the Section 8 Housing Choice Voucher Program and support full program funding.**

## COMMUNITY & ECONOMIC DEVELOPMENT

1. Support the doctrine of "home rule" and the local exercise of the police power in local land use and oppose any legislation that is inconsistent with this position, or requires a federal, state and/or county entity to develop model planning practices and policies.
2. Support efforts to expand economic development tools and reduce regulation, including advocating for new tax increment financing and other economic development tools and supporting reductions in burdensome state regulations, to support job creation and a stronger economy.
3. Oppose Federal legislation that would reduce funds dedicated to the Community Development Block Grant Program.
4. **Support legislation that provides local agencies with regulatory tools related to short-term rentals, recovery homes, and other uses in residential areas that have the ability to affect quality of life.**

## REGIONAL ISSUES

1. Oppose new authority for sub-regional or regional bodies that infringe on municipal authority.
2. Oppose the creation of new levels of regional government.
3. Support measures to achieve fair and proportionate representation on countywide and regional boards.

## TRANSPORTATION & INFRASTRUCTURE

1. Support legislation that expands infrastructure and transportation investment.
2. Support protection of dedicated transportation-related tax revenues and enhance the ability of local agencies to finance local transportation programs and facilities (e.g., Gas Tax, M2, State bond funds).
3. Support increased local discretionary authority to expend transportation funds.
4. Support measures that ensure Orange County cities receive their fair share of transportation revenues.
5. Support implementing legislation that enables faster, more efficient delivery of transportation projects.

6. Support efforts to secure funding for the OC Street Car (Santa Ana-Garden Grove Fixed Guideway) project.
7. Support new and innovative revenue options and resources to finance critical infrastructure maintenance and construction needs for our transportation, water supply, wastewater, stormwater and other critical infrastructure systems.

## LIABILITY EXPOSURE

1. Support reform of California tort law to curtail unreasonable liability exposure for cities.
2. Support reform of the California tort law system to facilitate the ability of cities to obtain affordable insurance.

## MISCELLANEOUS

1. Support legislation that allows cities to effectively address the problem of abandoned shopping carts located in the public right-of-way, including recovery of reasonable related costs.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Approval of an agreement with Management Partners to develop a five-year strategic plan for the City. (Cost: \$54,700) ( <i>Action Item</i> )		
		Date:	4/11/2017

---

**OBJECTIVE**

The purpose of this report is for the City Council to approve an agreement with Management Partners to develop a five-year strategic plan for the City.

**BACKGROUND**

At the City Council's annual goal setting workshop held last month, the City Council identified the development of a five-year strategic plan that engages the community as a priority for the coming year. It was determined that the organization and community would benefit from having a clear vision, mission, values and strategic multi-year direction that builds on the Council's annual goal setting workshop. The development of a long-range strategic planning process that involves the community is timely in light of the new districts that have been established and the desire to hear from and gathering input from all sectors of the community.

**DISCUSSION**

Management Partners has extensive experience helping many organizations develop strategic plans that are implementable and practical, while providing a strong vision for the future. The attached agreement and related proposal present a strategic planning process that involves the City Council, members of the community in each district, the City's boards and commissions, and staff. The process includes an environmental scan, community meetings, surveys, and other forms of data gathering that integrate with and build on previous priority setting work facilitated by Management Partners for the City that includes strong collaboration with City staff. The result will be a citywide strategic plan with a vision, mission, values, goals, strategies to achieve the goals, measures of success, and an implementation action plan that will help guide decisions and resources into the future.

**FINANCIAL IMPACT**

The total cost of consulting assistance for this project is \$49,700, which includes all fees and expenses. Management Partners also recommends a contingency of \$5,000 in the event the scope is changed or more on-site meetings are needed than anticipated. With the contingency, the total contract amount is \$54,700. Funds from the current year budget that were previously allocated for election costs but were not fully needed to conduct the 2016 election will be carried over for this project.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Approve the attached agreement with Management Partners, in the amount of \$54,700.
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as necessary.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Agreement	4/5/2017	Backup Material	Agreement_with_Management_Partners_-_4-11-17.pdf



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Management Partners, Inc.**, 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 to Develop a Five-Year Strategic Plan for the City of Garden Grove per 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 until services are completed. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with proposal which is attached as Attachment A and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Proposal. The Proposal is attached as Attachment A, and is incorporated herein by reference. The Proposal 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 Four Thousand Seven Hundred Dollars (\$54,700.00), payable in arrears and in accordance with proposal in Attachment "A".
  - 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

licensed In California and have a Best's Guide Rating of A-, Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) 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.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, it's officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, it's 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.

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.** To the fullest extent permitted by law, CONTRACTOR shall 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct 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.

**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"**  
**Management Partners, Inc.**

By: 

Name: Gerald E. Newfarmer

Title: President and CEO

Date: 3-29-17

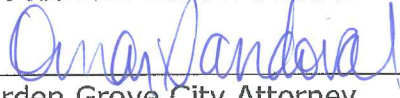
Tax ID No. 31-1407585

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:**

  
Garden Grove City Attorney

4-4-17  
Date



# Management Partners



March 28, 2017

Mr. Scott C. Stiles  
City Manager  
City of Garden Grove  
11222 Acacia Pkwy  
Garden Grove, CA 92840-5208

Dear Mr. Stiles:

Management Partners is pleased to provide this proposal to the City of Garden Grove to develop a five-year strategic plan. The organization and community will benefit from having a clear vision, mission, values and strategic multi-year direction. The strategic plan will build on the Council's annual goal setting workshop that will be held this March. Our team members have helped many organizations develop strategic plans and would welcome the opportunity to assist your department. The development of a strategic planning process that involves the community is timely in light of the new districts that have been established and the interest in hearing from all sectors of the community.

Our proposal describes an approach to help you create a strategic plan that is implementable and practical, while providing a strong vision for the future. There are many different ways to accomplish the outcomes you are seeking and we are amenable to refining the work plan to meet your needs. Before describing our proposed approach, we would like to tell you about our firm.

## About Management Partners

Management Partners was founded in 1994 with a specific mission to help local government leaders improve their service to the public. We are a national consulting firm with offices in Costa Mesa and San Jose, California, and Cincinnati, Ohio. We have a well-established track record of helping public sector organizations throughout the United States, including all of the services provided by cities, counties, towns and special districts at the local level.

During our more than 20 years of service, we have earned a national reputation by delivering quality, actionable work products to our clients. We bring extensive experience to this project, along with first-hand knowledge of local government operations. We are distinguished by the fact that each team we assign is led and staffed by associates who have actual experience in direct public service and experience working together as a team. The work we do is not an academic exercise; it is grounded in the real world of customer service and accomplishment in

## Our Understanding of this Engagement

The City of Garden Grove is a community of 177,303, encompassing 17.9 square miles, located in Orange County. It has a rich history, dating back to its founding by Alonzo Cook in 1874. It was incorporated with a council/manager form of government in 1956 when there were about 44,000 residents. In 2016, the system of electing councilmembers changed from at-large to districts. The mayor is elected at large. On November 8, 2016, the district system went into effect.

The City organization has 640 authorized positions within eight departments and the City Manager's Office. The departments are Community and Economic Development, Community Services, Finance, Fire, Human Resources, Information Technology, Police, and Public Works. The City's FY 2016-17 operating budget is \$112.3 million with a capital budget of \$5 million. The budget document states that the budget includes funds for core services and important community needs, along with subsidies and support to other funds including economic development, cable, street lighting, Community Development Block Grant and park maintenance. The City also has other funds, including water, Successor Agency, Housing Authority, and Garden Grove Sanitary District.

It is envisioned that the strategic planning process will involve the City council, members of the community in each district, the City's boards and commissions, and staff. The process will include an environmental scan, community meetings, surveys and other forms of data gathering. The result will be a citywide strategic plan with a vision, mission, values, goals, strategies to achieve the goals, measures of success, and an implementation action plan.

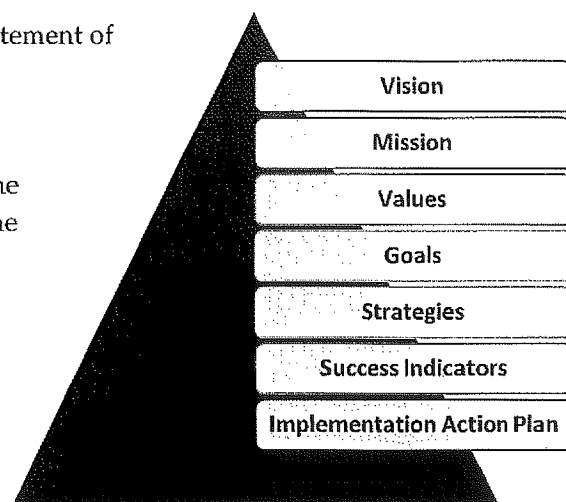
## Key Components of a Strategic Plan

The graphic illustration below shows the key components of a strategic plan.

A *vision* sets the focus for the future. It is a statement of where the organization is going.

A *mission* is a statement of the purpose of the organization. It fundamentally defines what the organization stands for and what it will do. The current community vision is:

*The vision of Garden Grove is to be a safe, attractive and economically vibrant city with an informed and involved public. We are a diverse community that promotes our unique attributes and preserves our residential character.*



*Updating the plan* is a final step in strategic planning so the plan is kept current on an ongoing basis.

## Plan of Work

Based on our experience with strategic planning and our understanding of Garden Grove's needs, we have prepared the following plan of work. This framework is amenable to refinement to adapt it to your specific interests.

The process we have outlined involves gathering data from the community and staff, designing and facilitating three workshops, and preparing the strategic plan document. The workshops are described in the activities below. The first and third one will be with the executive team and the second will be with the City Council and executive team.

Our process provides for on-going and meaningful collaboration between our team and City staff. We believe that an effective strategic plan, one that will be successfully implemented and will guide decisions into the future, requires that it be a product of the organization that is involved. We will provide expert advice, facilitation and preparation of the strategic plan document and all of its component parts. The table below shows the anticipated roles of the City and Management Partners.

City of Garden Grove Staff	Management Partners
<ul style="list-style-type: none"> <li>• Guide process and schedule meetings</li> <li>• Prepare environmental scan</li> <li>• Facilitate district meetings and workshops</li> <li>• Distribute online survey to staff</li> <li>• Disseminate online community survey to City's email lists, websites and stakeholders</li> <li>• Translate and distribute community survey in other languages (if desired)</li> <li>• Manage communications with stakeholders</li> <li>• Review draft strategic plan</li> <li>• Provide information for Implementation Action Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Provide guidance and examples for environmental scan</li> <li>• Conduct interviews with Council members</li> <li>• Design and administer online community survey</li> <li>• Analyze and summarize survey results</li> <li>• Design and administer online City staff survey</li> <li>• Design and facilitate three workshops</li> <li>• Prepare strategic plan (draft, final)</li> <li>• Prepare Implementation Action Plan</li> <li>• Communicate with City throughout</li> </ul>

### *Activity 1: Start Project and Conduct Kick-Off Meeting*

This project start-up activity will form the basis of the partnership between Management Partners' team and your team. Management Partners will begin by preparing a detailed work plan and discussing it over the phone with your assistant city manager in preparation for a kick-off meeting.

During the kick off meeting, we will discuss your objectives, the overall process, detailed schedule, responsibilities of the City and of Management Partners, and each of the major tasks. This initial planning meeting will afford the opportunity to share information, establish

- c. *Design and Administer Online Community Survey.* Seeking input from Garden Grove community members and businesses will also be important in developing the strategic plan. We will design and administer a confidential online survey to obtain their input. Questions will be asked to learn about their vision for Garden Grove and priorities for the future. To understand differences and similarities in responses among districts, we will insert a map that will enable participants to identify the district they reside in so responses can be segmented by district. We will also ask for demographic information, such as age, ethnicity, and how long respondents have resided in Garden Grove.
- The City will send a link to the survey to a wide variety of individuals for whom it has email addresses (e.g., board and commission members, recreation class participants, library users, police volunteers and others), and also place a link on the City's website (and any other locations the City identifies as helpful for dissemination). If it is important to translate the survey into other languages; the City will have responsibility for doing that, including placing it into Survey Monkey and translating the non-English open-ended responses. Management Partners will need to have this information provided so we can incorporate the results in a consolidated survey report.
  - Once the survey is closed, we will summarize the results. We will prepare a document containing the key themes, including charts and graphs showing respondents' answers.
- d. *Provide Advice to City Staff in Conducting District Information Gathering Meetings.* To hear input from community members in each Council district, Management Partners will advise City staff on how to structure information gathering meetings. We will suggest questions and develop a meeting guide for staff to use.
- e. *Design and Administer Gap Analysis Questionnaire.* Management Partners will develop a questionnaire to be completed by each department seeking information on current initiatives and major projects, plans for the future, anticipated needs during the next five or more years, and other important factors. The information provided will be helpful in developing goals and strategies as we prepare the workbook for the first workshop (described below).
- f. *Review Annual Goals and Other Documents.* We will review the outcomes from the Council's goal setting workshop to be held in March 2017 as context for the longer term strategic plan. We will also review other background materials to understand existing priorities, department services, and other planning initiatives underway that will be important factors and context for developing the strategic plan.



- ***Prepare workshop materials.*** Management Partners will prepare workshop materials, including the information resulting from Activities 2 and 3. Workshop materials will include the following items:
  - *Detailed facilitators' agenda.* This contains a detailed description of the process of the day, including the desired outcomes of each discussion item.
  - *Handout version agenda.* This is a one-page version of the agenda for distribution to participants.
  - *Workbook.* This contains a compilation of the materials gathered in prior activities, specifically relating to vision, mission, values, goals and strategies. This document will serve as the guide throughout the day for participants.
  - *PowerPoint.* This will include the City's environmental scan, results of the employee survey and community survey, results of the district information gathering meetings, and results of the gap analysis questionnaire.

***Activity 5: Prepare for and Facilitate Strategic Planning Workshop 2  
(Council/Executive Team)***

Next, we will facilitate a one-day workshop with the City Council and executive team. The purpose of this workshop is to gain Council consensus on vision, mission, values, several broad goals, and key strategies for the next five years. This will be a public meeting and we will provide time to receive comments from the public.

To prepare for the first workshop, the following tasks will be completed.

- ***Prepare draft agenda.*** We will prepare a detailed agenda for the workshop and review it with staff. The focus of this workshop will be the following items.
  - Discuss the results of the district information gathering meetings, community survey and employee survey, and environmental scan;
  - Gain Council consensus on vision, mission and values;
  - Gain Council consensus on several broad goals;
  - Receive Council feedback about proposed strategies for each broad goal; and
  - Receive Council feedback on success indicators.
- ***Prepare workshop materials and coordinate logistics.*** Management Partners will prepare workshop materials, including a workbook for participants and a PowerPoint presentation (similar as described in Activity 4). We will also coordinate logistics with the City regarding room set up and supplies.

We suggest the City engage a graphic recorder for this workshop. It is a way to capture the discussions in a visual format that is accessible to the public and can be included in the City's strategic plan document. We can suggest a graphic recorder for this engagement, if desired.

***Optional Activity: Facilitate District Information Gathering Meetings***

If desired by the City, Management Partners can facilitate one or more of the meetings in each of the six Council districts, and prepare a summary. We will scope and price this in consultation with the City. Our fee proposal shows a price range, depending on how the meetings are scheduled, and the number of meetings we facilitate.

**Project Team**

Management Partners has a project team that is highly qualified to complete this work for the City of Garden Grove. This project will be a top priority for Management Partners and our team members will be available in whatever capacity will contribute to the success of the project. Amy Paul will serve as project manager and will be responsible for execution of the project. She will be supported by Jan Perkins, Nancy Hetrick and Patricia Black. All have significant strategic planning experience. The project team member's qualifications are briefly summarized below.

**Amy Cohen Paul, Corporate Vice President**

Amy has more than 30 years of experience in local government management, performance measurement and strategic planning. She assists public agencies in conducting organizational reviews, implementing organizational improvements, identifying alternative service delivery methods, designing and implementing performance management systems, and developing strategic and business plans. Amy was part of the original management team of the International City/County Management Association's Center for Performance Measurement and she helped produce ICMA's training materials on outcome measurement. She is the editor of the book *Managing for Tomorrow: Global Change and Local Futures*, and is the author of many articles in professional publications, including *The Municipal Year Book*. She has assisted a wide variety of clients, including cities, counties, special districts and individual government departments and agencies with strategic planning, goal setting, public engagement activities and other large and small-scale facilitations. A sampling of clients she has served includes Huntington Beach and Santa Ana, California; the Orange County Cemetery District; the Solano Irrigation District; the Louisville (Kentucky) Health Department, the Hamilton County (Ohio) Job and Family Services Department; the King County Sheriff's Office; the Town of Mansfield, Connecticut; and the cities of Worthington and Montgomery, Ohio.

**Jan Perkins, Senior Partner**

Jan has 30 years of management experience in local government. Before joining Management Partners in 2005 she served in several California and Michigan jurisdictions, including as city manager in Fremont and Morgan Hill, California. She also served the cities of Santa Ana, California; Grand Rapids, Michigan; and Adrian, Michigan. She provides assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding, executive performance evaluation, and policy board/staff effectiveness.

engaging slide decks for governing body/executive staff workshops and creating infographics for community outreach.

## References

Management Partners has facilitated and prepared numerous strategic plans for agencies of all sizes. The following are a few of our references representing a variety of projects, for your information.

### Pleasanton, California

Management Partners has been engaged to facilitate several strategic plans for the City of Pleasanton. The first two were for the Alviso Adobe Community Park and the Operations Services Department. Strategic plans are underway for the Community Development Department and Pleasanton Library. For the Alviso Adobe Community Park strategic plan, a significant amount of stakeholder input was involved, including a task force appointed by the City Council. We facilitated several meetings with the task force, whose role was to achieve consensus on the strategic plan to be presented to the City Council. Through this process, a new vision and mission were created, along with several goals with both long- and short-term strategies. The engagement process also involved identifying issues related to nearby residents and the adjacent regional park. Focus groups, an online survey, and committee meetings served as important sources of input. Management Partners prepared the strategic plan for review by the committee, staff, and the City Council.

For the Operations Services Department, Management Partners worked closely with the newly appointed director and her team to develop the first strategic plan for the department. The process involved facilitating focus groups with staff, deploying a confidential online employee survey, analyzing a gap analysis questionnaire completed by department managers, and facilitating three workshops. Management Partners prepared the strategic plan for review by staff.

Client Contact:        Mr. Nelson Fialho, City Manager  
                                 City Hall  
                                 200 Old Bernal Avenue  
                                 Pleasanton, CA 9456  
                                 (925) 931-5002

### Santa Barbara County, California

Management Partners was engaged to facilitate the development of an internal strategic plan for the organization, which had not been done before in the County. The process was guided by the county executive officer and involved all executives, including the elected department heads. The process was collaborative, which engaged staff throughout it. Management Partners designed and administered a confidential online staff survey, guided staff in preparing an environmental scan and conducting focus groups, designed and facilitated three workshops,

committee of the Board of Supervisors. The result was a comprehensive strategic plan including a vision, mission, values, goals, strategies and implementation action plan adopted by the Board of Supervisors.

Client Contact: Mr. Nick Chiulos, Assistant County Administrative Officer  
County Administration  
168 West Alisal Street, 3rd Floor  
Salinas, CA 93901  
(831) 755-5145

### Hours, Cost and Schedule

Management Partners estimates that 312 hours of consulting assistance will be required to complete Activities 1 through 7 described above. The ultimate test of a quality project is that the client is pleased with the results, and we are committed to achieving that goal.

The total cost of this project is \$49,700, which includes all fees and expenses. The table below shows the anticipated hours and cost by activity.

We recommend a contingency of \$5,000 in the event the scope is changed or more on-site meetings are needed than anticipated. The contingency would be accessed on approval from the City.

ACTIVITY	HOURS	COST
1 – Start Project and Conduct Kick Off Meeting	16	\$4,000
2 – Gather and Analyze Information	67	\$8,900
3 – Provide Guidance for Environmental Scan	8	\$1,000
4 – Prepare for and Facilitate Workshop 1(Executive Team)	78	\$13,300
5 – Prepare for and Facilitate Workshop 2 (Council/Executive Team)	61	\$11,300
6 – Prepare Strategic Plan	37	\$4,400
7 –Facilitate Workshop 3 (Executive Team) and Prepare Implementation Action Plan	45	\$6,800
<b>TOTALS</b>	<b>312</b>	<b>\$49,700</b>
Optional: Facilitate District Information Gathering Meetings <sup>1</sup>	TBD	TBD
Contingency	--	\$5,000
<b>TOTAL WITH CONTINGENCY</b>	<b>312</b>	<b>\$54,700</b>

<sup>1</sup> Costs would range from \$4,000 to \$12,500, depending on the scope.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAUSER 5905 E. Galbraith Rd Suite 9000 Cincinnati OH 45236 513-745-9200 vdixon@thehausergroup.com	CONTACT NAME: Vicki Dixon PHONE (A/C, No, Ext): 513-745-9200 FAX (A/C, No): 513-745-9129 E-MAIL: vdixon@thehausergroup.com ADDRESS: Vdixon@thehausergroup.com
INSURED MANAG-2 Management Partners, Inc. 1730 Madison Road Cincinnati OH 45206	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security Insurance Co A, XV 24082 INSURER B: American Fire & Casualty Co A, XV 24066 INSURER C: The Ohio Casualty Ins. Co. A, XV 24074 INSURER D: Lloyds of London INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 1061503104

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y Y	BKS57826057	3/1/2017	3/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 OHIO STOP GAP \$1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS	Y Y	BAA57826057	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$0	Y Y	USO57826057	3/1/2017	3/1/2018	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	XWS57826057	3/1/2017	3/1/2018	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab Occurrence Retro Date 09-20-08		MPL1008388	6/20/2016	6/20/2017	Ea. Claim 1,000,000 Aggregate 1,000,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Garden Grove, it's officers, officials, employees, agents, and volunteers are shown as an additional insured(s) solely with respect to general liability coverage as evidenced herein on a primary / non-contributory basis as required by written contract with respect to work performed by the named insured(s).

Reviewed and approved as to insurance language and/or requirements.

K. M. Jay  
4-3-17 Risk Management

## CERTIFICATE HOLDER

CANCELLATION 30 days except 10 days for non pay

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove CA 92840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J. M. Worrall

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MANAGEMENT PARTNERS INC.  
1730 MADISON RD  
CINCINNATI OH 45206  
P# BKS57826057  
3-1-17/3-1-18

COMMERCIAL GENERAL LIABILITY  
CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### INDEX

<u>SUBJECT</u>	<u>PAGE</u>
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph 2. **Exclusions of Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph (2) of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs (3), (4) and (6) of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition 4. **Other Insurance**, Paragraph b. **Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. **Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
  - a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i) Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:  
Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.
- 2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:
  - 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
    - a. Any one premise:
      - (1) While rented to you; or
      - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
    - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
  - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

**E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

**F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

- 1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:
  - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

**G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

- 1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H.

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

- b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
  - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
  - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to **Condition 8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.



MANAGEMENT PARTNERS INC.

1730 MADISON RD

CINCINNATI OH 45206

POLICY NUMBER: BKS 57826057 ✓

Effective 3-1-2017

COMMERCIAL GENERAL LIABILITY

CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Garden Grove, its officers, officials, agents, employees, and volunteers 11222 Acacia Parkway Garden Grove, CA 92840	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Reviewed and approved as to insurance language  
and/or requirements.  
*Heidi M. Jay*  
Risk Management  
4-3-17

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BAA57826057 ✓

COMMERCIAL AUTO  
CA 20 48 02 99

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 03-01-2017	Countersigned By: On Declarations
Named Insured: Management Partners Inc.	(Authorized Representative)

## SCHEDULE

Name of Person(s) or Organization(s):

City of Garden Grove  
11222 Acacia Parkway, Garden Grove, CA 92840

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Reviewed and approved as to insurance language  
and/or requirements.  
*William M. Jay*  
Risk Management  
4-3-17



**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 from the meeting held on March 28, 2017. (*Action Item*) Date: 4/11/2017

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Attached are the minutes from the meeting held on March 28, 2017, recommended to be received and filed as submitted or amended.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Minutes	4/6/2017	Backup Material	cc-min_03_28_2017.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 28, 2017

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

CONVENE CLOSED SESSION

At 5:39 p.m., Mayor Jones convened the meeting in the Council Chamber.

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

ABSENT:      (0)      None

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers:    None

CONVENE CLOSED SESSION

At 5:40 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matter:

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6(a)

City Designated Representative: Laura Stover, Human Resources Director

Employee Organization: International Association of Fire Fighters Garden Grove  
Local 2005

ADJOURN CLOSED SESSION

At 6:30 p.m., Mayor Jones adjourned the Closed Session.

## CONVENE REGULAR MEETING

At 6:41 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

## INVOCATION

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

## CLOSED SESSION REPORT

City Attorney Sandoval announced that there was no reportable action.

COMMUNITY SPOTLIGHT: RECOGNITION OF GARDEN GROVE UNIFIED SCHOOL DISTRICT SUPERINTENDENT DR. GABRIELA MAFI, ASSISTANT SUPERINTENDENT SARA WESCOTT, AND BOARD OF EDUCATION MEMBERS FOR THEIR LEADERSHIP AND IMPLEMENTATION OF A DUAL LANGUAGE IMMERSION PROGRAM.

COMMUNITY SPOTLIGHT: IN RECOGNITION OF LOCAL STUDENTS SELECTED TO VISIT ANYANG, SOUTH KOREA, AS STUDENT AMBASSADORS REPRESENTING GARDEN GROVE FOR THE 28TH ANNUAL SISTER CITY EXCHANGE PROGRAM.

PRESENTATION ON GARDEN GROVE'S 2017 OPEN STREETS RE:IMAGINE EVENT SCHEDULED APRIL 1, 2017.

## ORAL COMMUNICATIONS

Speakers: Laura Hearn, Sarah Phan, Charles Mitchell, Richard Olson

## RECESS

At 7:15 p.m., Mayor Jones declared a recess.

## RECONVENE

At 7:28 p.m., Mayor Jones reconvened the meeting with all Council Members present.

CONSIDERATION OF A WRITTEN REQUEST FROM THE GARDEN GROVE HIGH SCHOOL CHOIR TO CO-SPONSOR THE ANNUAL POP'S CONCERT TO BE HELD AT THE FESTIVAL AMPHITHEATER

This item was pulled from consideration at the request of Kari Galeener, Choir Director and Department Chair.

AWARD OF CONTRACT TO OCC BUILDERS, INC., TO REMODEL AN EXISTING BUILDING TO USE AS A TEMPORARY ANIMAL HOLDING FACILITY AND OFFICE SPACE FOR ANIMAL CARE SERVICES

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

A contract be awarded to OCC Builders, Inc., in the amount of \$145,000, to remodel an existing building to use as a temporary animal holding facility and office space for the Animal Care Services section of the Public Works Department; and

The City Manager be authorized to execute the contract 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 FISCAL YEAR 2016/2017 BUDGET APPROPRIATION OF PRIVATE DEVELOPMENT IN-LIEU FEES FOR PUBLIC RIGHT-OF-WAY IMPROVEMENTS ON THE SOUTHWEST CORNER OF EUCLID STREET AND GARDEN GROVE BOULEVARD

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The appropriation of the in-lieu fee of \$26,864 for public right-of-way improvements located on the southwest corner of Euclid Street and Garden Grove Boulevard, be approved; and

The Finance Director be authorized to appropriate \$26,864 in Fund 111 to the current budget.

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

ACCEPTANCE OF PROJECTS AS COMPLETE FOR FEDERAL PROJECT NO. STPL-5328(076)/CITY PROJECT NO. 7277: KNOTT STREET REHABILITATION, AND CITY PROJECT NO. 7228: VALLEY VIEW STREET REHABILITATION

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Federal Project No. STPL-5328(076)/City Project No. 7277 – Knott Street Rehabilitation from Garden Grove Boulevard to Lampson Avenue and City Project NO. 7228 – Valley View Street Rehabilitation from 22 west bound off-ramp to Tiffany Avenue be accepted as complete;

The City Manager be authorized to execute the Notice of Completion of Public Works Improvement and Work; and

The Finance Director be authorized to release the retention payment when appropriate to do so.

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

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON FEBRUARY 28, 2107, MARCH 10, 2017, AND MARCH 14, 2017 (F: Vault)

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

The minutes from the Regular Meetings held on February 28, 2017, and March 14, 2017, and the Special Meeting held on March 10, 2017, be 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

APPROVAL OF WARRANTS (F: 60.5)

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

Regular Warrants 620166 through 620593; and Wires W1818 through W1824; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Payroll Warrants 180925 through 180969; Direct Deposits D308727 through DD309428; and Wires W2338 through W2341; be approved as presented in the warrant 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 Klopfenstein, seconded by Council Member T. Nguyen 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

PUBLIC HEARING – INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE APPROVING DEVELOPMENT AGREEMENT NO. DA-005-2017 FOR A 16-UNIT MIXED-USE DEVELOPMENT AT 11222 GARDEN GROVE BOULEVARD

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

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

Speakers: George Alvarez, representing the applicant.

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

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

Ordinance No. 2878-17, entitled An Ordinance of the City Council of the City of Garden Grove adopting Development Agreement No. DA-005-2017 between the City of Garden Grove and Scott A. Lissoy, Trustee of the Lissoy Trust, be passed to second reading.

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 ADMINISTRATIVE BOARD OF APPEALS (CONTINUED FROM THE MARCH 14, 2017, MEETING)

Mayor Jones stated that he had put forward a list of names to be appointed to the Administrative Board of Appeals for City Council review.

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

Arturo Arestegui, Adam Degner, Brian Newbold, Ha Nguyen, and Tina Trinh be appointed to the Administrative Board of Appeals.

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 I.I. FUELS, INC., TO PURCHASE FUEL FOR CITY VEHICLES AND EQUIPMENT

Following staff's presentation and City Council discussion:

It was moved by Council Member T. Nguyen, seconded by Council Member O'Neill that:

An agreement with i.i. Fuels, Inc., in the amount of \$2,592,000 for three (3) years, with an option to extend for an additional two (2) years, at a cost of \$864,000 per option year, for a total of \$4,320,000 over five (5) years for the purchase of fuel, be approved; and

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

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 CONTRACT TO RABC-ECC A JOINT VENTURE TO DESIGN AND BUILD  
FIRE STATION NO. 6/COMMUNITY BUILDING PROJECT NO. 7009

Following staff's presentation and City Council discussion:

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

A contract be awarded to RABC-ECC, A Joint Venture, in the amount of \$5,535,919, for Project No. 7009 – Design and Build Fire Station No. 6 and Community Building, be approved;

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

That \$5,535,919 of the bond proceeds held by fiscal agent be appropriated; and

The Finance Director be authorized to request construction fund disbursements as necessary from the fiscal agent construction fund and account for all related contract transactions in fund 105 (Public Safety Fund).

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 FISCAL YEAR 2016/2017 APPROPRIATIONS FOR FIRE STATION NO. 6  
INCIDENTAL PROJECT COSTS

Following staff's presentation and City Council discussion:

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

\$464,081 of the bond proceeds held by fiscal agent be appropriated; and

The Finance Director be authorized to request for construction fund disbursements as necessary from the fiscal agent construction fund and account for all related project transactions in fund 105 (Public Safety Fund).

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

INTRODUCE AND CONDUCT THE FIRST READING OF AN ORDINANCE ADOPTING  
DRONE OPERATION REGULATIONS

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

Following staff's presentation and City Council discussion:



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

Ordinance No. 2879, entitled An Ordinance of the City Council of the City of Garden Grove adding Chapter 8.90 to the Garden Grove Municipal Code relating to drones and unmanned aircraft system, be passed to second reading.

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

DISCUSSION REGARDING APPOINTMENT OF A CITY COUNCIL REPRESENTATIVE TO PARTICIPATE IN SEVERAL OCTA TRANSPORTATION PLANNING WORKSHOPS, AS REQUESTED BY CITY MANAGER STILES

City Manager Stiles stated that the Orange County Transportation Authority (OCTA) will be holding workshops on transportation planning and is also in the process of updating their Long Range Transportation Plan. OCTA is requesting a City Council member representative as well as a staff member to attend the workshops for the purpose of providing feedback. The first meeting will be held on Wednesday, May 17, 2017, at the OCTA Headquarters in Orange with two subsequent meetings in the fall of 2017 and Spring 2018.

Mayor Jones noted that the Harbor Corridor is OCTA's busiest bus transit from Santa Ana to Fullerton; however, the Harbor Corridor is only one aspect of meeting transportation needs for residents.

Council Member K. Nguyen noted that as the City's representative on the Southern California Association of Governments (SCAG) Committee and SCAG's upcoming General Assembly, she would be interested in attending the workshops.

Council Member Klopfenstein expressed an interest as the Harbor Corridor is primarily in District 5.

Council Member Bui expressed his interest because of his experience with transportation issues.

Mayor Jones noted the connection between OCTA and SCAG's primary purpose of regional planning, and stated it would be beneficial for Council Member K. Nguyen to attend the workshops.

City Manager Stiles stated he would provide more information to the City Council on including Council Members Klopfenstein and Bui as well as a staff representative.

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER  
(Continued)

Council Member Beard stated he is looking forward to seeing everyone at the Open Streets event on Saturday.

Council Member O'Neill noted the Open Streets event is from 3:00 p.m. to 10:00 p.m. He expressed his well wishes to his Mom for a speedy recovery from a recent fall.

Council Member T. Nguyen stated she hopes to see everyone at the Open Streets event on Saturday.

Council Member K. Nguyen commented on the Open Streets event, and she recognized High School student ambassadors representing Santiago High School with the Sister City Association.

Council Member Klopfenstein expressed excitement for the upcoming Open Streets event, and with the new Fire Station and improvements to the community building in Westhaven Park. She reminded everyone that Vector Control has designated Garden Grove high risk for mosquito born viruses and to keep property clear of standing water.

Council Member Bui thanked Mr. Richard Olson for coming to the City Council meeting to express his views to exclude all flags except the United States flag, pointing out that as a naturalized citizen, he agrees that the United States flag takes precedence; however, flying the former Republic of Vietnam flag is in honor of the heritage of the numerous citizens who reside in Garden Grove.

Mayor Jones announced World Autism Awareness Day and Light It Up Blue event on April 7, 2017, in front of the clock tower on the Village Green at 6:00 p.m.; tickets and information are available at [ocautism.org](http://ocautism.org). He commented on the inception of the successful Open Streets event in 2014 by following advice to bring the community together with an open streets event for attracting projects and businesses that would complement the diversity and to make Garden Grove a destination. He attributed much of the work and planning for this third Open Streets event, as well as bringing in new projects, to several City departments, and expressed his excitement for the future of Garden Grove.

City Manager Stiles commented on the Sanitary District's refunding bond recently approved and credited the City's Finance Department for their work, noting that the Sanitary District's bond rating with Standard and Poor's is AA plus with a stable outlook.

## ADJOURNMENT

At 8:34 p.m., Mayor Jones adjourned the meeting. The next City Council Meeting will be held on Tuesday, April 11, 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:	4/11/2017

Attached are the Warrants recommended for approval.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Warrants	4/6/2017	Cover Memo	CC_Warrants_4-11-17.pdf

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
608428	ANAHEIM FENCE CO.	REV & VOID	-4,230.00 *
615208	HUYNH, NATALIE N	REV & VOID	-1,962.00 *
616742	HUYNH, NATALIE N	REV & VOID	-1,962.00 *
617390	ADVANCED IMAGING STRATEGIES INC	REV & VOID	-220.32 *
618735	TRANE U.S. INC.	REV & VOID	-105,767.40 *
620440	TRAN, TRUONG	REV & VOID	-200.00 *
620594	AT&T	TELEPHONE	2,262.20 *
620595	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	757.05 *
620596-620599	VOID WARRANTS		
620600	SO CALIF EDISON CO	ELECTRICITY	166,737.40 *
620601	SO CALIF GAS CO	NATURAL GAS	10,410.22 *
620602	TIME WARNER CABLE	CABLE	341.52 *
620603	ALLIANT INSURANCE SERVICES INC	OTHER BOND/INS	1,374.00 *
620604	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,960.00 *
620605	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	746.11 *
620606	CRAMER, RITA	MED TRUST REIMB	503.23 *
620607	LOWE*, SCOTT T	MED TRUST REIMB	496.95 *
620608	POMEROY*, TERESA L.	MED TRUST REIMB	40.00 *
620609	LEGAL SHIELD	LEGAL	1,399.40 *
620610	SAFEWAY INC	OTHER FOOD ITEMS	164.32 *
620611	TELEPACIFIC COMMUNICATIONS	NETWORK COMMUNICT	838.75 *

PAGE TOTAL FOR "\*" LINES = 73,689.43

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620612	WEISS, MARK S	MED TRUST REIMB	602.97 *
620613	RUBALCABA, ROCKY	MED TRUST REIMB	165.00 *
620614	VIET BAO DAILY, INC.	ADVERTISING	396.00 *
620615	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	6,680.50 *
620616	ROMBOUGH, JENNIFER	TRAVEL ADVANCE-P.D.	995.22 *
620617	FREETIME INC. DBA WHEEL FUN RENTALS	OTHER PROF SERV	3,500.00 *
620618	TRUONG, ELAINE	DEP CARE REIMB	576.00 *
620619	METROLINK TRAINS	WAGE ATTACHMENT	1,120.00
		L/S/A TRANSPORTATION	385.00
			1,505.00 *
620620	IAFCI	DUES/MEMBERSHIPS	70.00 *
620621	CREATE A PARTY INC DBA CREATE A PARTY RENTALS	OTHER PROF SERV	700.00 *
620622	HSIEH, NICK	TAXES/LICENSES	115.00 *
620623	HASSELBLAND LUMBER SALES INC	LUMBER	1,257.97 *
620624	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	24,650.18 *
620625	SAN DIEGO REGIONAL TRAINING CENTER	TUITION/TRAINING	517.00 *
620626	DIVENTURE MARKETING GROUP	OTHER PROF SERV	100.00
		PAPER/ENVELOPES	330.63
			430.63 *
620627-620628	VOID WARRANTS		
620629	HOME DEPOT CREDIT SERVICES	OTHER PROF SUPPLIES	82.32
		MOTOR VEH PARTS	160.04
		PAINT/DYE/LUBRICANTS	1,280.92
		JANITORIAL SUPPLIES	31.70
		ELECTRICAL SUPPLIES	114.18
		HSHLD EQUIP/SUPPLIES	408.07
		PIPES/APPURTENANCES	205.48

PAGE TOTAL FOR "\*" LINES = 42,161.47

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		MAINT SUPP-TRAFF SIG	351.66
		AIR COND SUPPLIES	55.73
		OTHER MAINT ITEMS	1,625.57
		GEN PURPOSE TOOLS	175.87
		SAFETY EQ/SUPPLIES	256.21
		OTHER MINOR TOOLS/EQ	901.21
		LUMBER	180.89
		HARDWARE	738.68
		ASPHALT PRODUCTS	20.44
		AGGREGATES/MASONRY	74.97
		OTHER CONST SUPPLIES	292.71
			6,956.65 *
620630	A&A WIPING CLOTH, INC	WHSE INVENTORY	1,077.50 *
620631	ABRAHAMSON, RANDY	TUITION REIMB	1,542.00 *
620632	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	4,963.45 *
620633	ALAN'S LAWN AND GARDEN CENTER INC.	OTHER MAINT ITEMS	306.76 *
620634	AMTECH ELEVATOR SERVICES	MAINT-SERV CONTRACTS	731.87 *
620635	ART SUPPLY WAREHOUSE	OTHER EDUCATION EXP	113.08 *
620636	DE PAR, INC. DBA ENTHALPY ANALYTICAL, INC.	OTHER PROF SERV	1,713.00 *
620637	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	17,321.94 *
620638	BENDRITE SHEET METAL, INC.	AIR COND SUPPLIES	793.04 *
620639	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	7,880.51 *
620640	BITHELL, INC.	OTHER PROF SERV	1,600.00 *
620641	BLODGETT, GREG	FOOD	96.01 *
620642	CSG CONSULTANTS, INC.	OTHER PROF SERV	434.27 *
620643	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	2,615.10 *
620644	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	160.26
		ASPHALT PRODUCTS	129.91

PAGE TOTAL FOR "\*" LINES = 48,145.18

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			290.17 *
620645	COASTLINE EQUIPMENT	REPAIRS-FURN/MACH/EQ	113.14 *
620646	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	7,442.00 *
620647	MPULSE INC.	WHSE INVENTORY	589.38 *
620648	DIAMOND ENVIRONMENTAL SERVICES	OTHER MAINT ITEMS	305.29 *
620649	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	573.82 *
620650	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	240.00 *
620651	FEDERAL EXPRESS CORP	DELIVERY SERVICES	145.20 *
620652	FRYE SIGN CO	MOTOR VEH PARTS	968.00
		OTHER MAINT ITEMS	420.23
			1,388.23 *
620653	MONTROSE ENVIRONMENTAL GROUP ES ENGINEERING SERVICES	OTHER PROF SERV	2,015.00 *
620654	CITY OF GARDEN GROVE	UTILITY-WATER	182.82 *
620655	GARDEN GROVE COMMUNITY FOUNDATION	TRUST FUND EXPEND	1,483.87 *
620656	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	18.34 *
620657	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	42.67
		MOTOR VEH PARTS	54.95
		OTHER MAINT ITEMS	843.70
		OTHER MINOR TOOLS/EQ	29.15
			970.47 *
620658	CALIBER BODYWORKS, INC. DBA CALIBER COLLISION CENTERS	REPAIRS-FURN/MACH/EQ	10,426.22 *
620659	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	3,852.87 *
620660	J & M SERVICE, INC.	ASPHALT PRODUCTS	172.66 *
620661	KYOCERA DOCUMENT SOLUTIONS	OFFICE SUPPLIES/EXP	508.96 *
620662	LA HABRA FENCE CO, INC.	OTHER BLD/EQ/ST SERV	1,472.00 *

PAGE TOTAL FOR "\*" LINES = 32,190.44



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620663	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,676.85 *
620664	MC MASTER-CARR SUPPLY CO	OTHER MINOR TOOLS/EQ	168.60 *
620665	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	204.90 *
620666	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	950.60 *
620667	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	1,700.53 *
620668	NIAGARA PLUMBING	PIPES/APPURTENANCES	97.41 *
620669	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	2,218.07 *
620670	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	944.89 *
620671	ORANGE COUNTY FIRE PROTECTION	MAINT-SERV CONTRACTS	662.17 *
620672	ORANGE COUNTY NEWS	ADVERTISING	45.00 *
620673	PEST OPTIONS, INC.	MAINT OF REAL PROP	799.63 *
620674	PETTY CASH - MUN SRVC CTR	REGISTRATION FEES	80.00
		TUITION/TRAINING	230.00
		OTHER EDUCATION EXP	12.93
		FOOD	37.61
		OTHER MAINT ITEMS	16.73
		OFFICE SUPPLIES/EXP	29.08
		HARDWARE	65.99
		OTHER CONST SUPPLIES	113.98
		CELL PHONE/BEEPER	20.00
			606.32 *
620675	POWERWERX, INC.	REPAIRS-FURN/MACH/EQ	298.00
		MOTOR VEH PARTS	212.91
			510.91 *
620676	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	2,520.00 *
620677	PRIME TRUCK TIRE SERVICE	REPAIRS-FURN/MACH/EQ	220.00
		MOTOR VEHICLE MAINT	530.00
			750.00 *

PAGE TOTAL FOR "\*" LINES = 13,855.88

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620678	REFRIGERATION SUPPLIES DISTRIBUTOR	AIR COND SUPPLIES	84.12 *
620679	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	126.66 *
620680	ALEXANDER'S CONTRACT SERVICES, INC.	OTHER MAINT ITEMS	597.00 *
620681	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	OTHER MAINT ITEMS	1,295.00 *
620682	ABUNDANT WATER WELLS	OTHER MAINT ITEMS	89,385.00 *
620683	AT&T GLOBAL SERVICES INC	TELEPHONE	296.31 *
620684	S.C. YAMAMOTO, INC.	MAINT OF REAL PROP	1,795.00 *
620685	SAFETY 1st PEST CONTROL, INC	MAINT OF REAL PROP	725.00 *
620686	SHOETERIA	SAFETY EQ/SUPPLIES	793.18 *
620687	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
620688	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	3,543.90 *
620689	SPARKLETTTS	BOTTLED WATER	273.11 *
620690	STEVEN ENTERPRISES, INC.	OTHER MAINT ITEMS	696.69 *
620691	SUNBELT RENTALS	HEAVY EQUIP RENTAL	1,093.46 *
620692	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	476.25 *
620693	UNIFIRST CORP	LAUNDRY SERVICES	783.95 *
620694	UNITED RENTALS NORTHWEST, INC	ASPHALT PRODUCTS	539.08 *
620695	VALLEY POWER SYSTEMS, INC. DEPT 34677	REPAIRS-FURN/MACH/EQ	1,464.14 *
620696	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	1,065.81 *
620697	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,155.79 *
620698	GRAINGER	WHSE INVENTORY	688.88
		PAINT/DYE/LUBRICANTS	10.03
		ELECTRICAL SUPPLIES	17.60

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OTHER MAINT ITEMS	75.38
		HARDWARE	169.78
			961.67 *
620699	WAXIE SANITARY SUPPLY	WHSE INVENTORY	932.32 *
620700	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	1,672.85 *
620701	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	256.65 *
620702	A.M. BEST COMPANY INC.	BOOKS/SUBS/CASSETTES	369.00 *
620703	DTNTech MARKETING	OTHER CLOTHING ITEMS	3,614.70 *
620704	CWEA CWEA-TCP	DUES/MEMBERSHIPS	172.00 *
620705	FERTAL, JASON	SAFETY EQ/SUPPLIES	240.00 *
620706	GRAY, MIKE	SAFETY EQ/SUPPLIES	114.47 *
620707	FELDMAN, JOSHUA	TUITION REIMB	1,936.70 *
620708	WESTERN WATER WORKS	WHSE INVENTORY	24,943.65 *
620709	INLAND WATER WORKS SUPPLY	WHSE INVENTORY	10,667.25 *
620710	TRAFFIC MANAGEMENT INC	OTHER PROF SERV	2,400.00 *
620711	NYE, JENNIFER	OTHER MINOR TOOLS/EQ	163.62 *
620712	J & G INDUSTRIES INC	DEPOSIT REFUND	1,200.00
		WATER REFUND	-249.82
			950.18 *
620713	ADVANCED CAR CARE INC	REPAIRS-FURN/MACH/EQ	447.87
		TIRES/TUBES	682.10
			1,129.97 *
620714	NGUYEN, NGAN VAN	TENANT UTILITY REIMB	21.00 *
620715	MEJIA, MARY A	TENANT UTILITY REIMB	11.00 *
620716	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,896.63 *

PAGE TOTAL FOR "\*" LINES = 52,453.66

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620717	TRAN, TRUONG	DEPOSIT REFUNDS	100.00 *
620718	FARKAS, ANDREA	DEPOSIT REFUNDS	100.00 *
620719	ANAHEIM FENCE CO.	OTHER PROF SERV	4,230.00 *
620720	OC WEEKLY NEWS, INC.	ADVERTISING	1,850.00 *
620721	VN-US IMMIGRATION & SERVICES	ADVERTISING	327.60 *
620722	DUEÑAS, CECILIA ELIZABETH	TENANT UTILITY REIMB	41.00 *
620723	NGUYEN, KIM HONG	TENANT UTILITY REIMB	60.00 *
620724	NGUYEN, BECKY	TENANT UTILITY REIMB	50.00 *
620725	WRIGLEY, JAMES LAWRENCE	TENANT UTILITY REIMB	79.00 *
620726	TRANE U.S. INC.	BLDGS/IMPROVEMENTS	105,767.40 *
620727	SHAMROCK SUPPLY COMPANY, INC	WHSE INVENTORY	233.07 *
620728	FLEET SERVICES, INC.	MOTOR VEHICLE MAINT	190.00 *
620729	YO-FIRE SUPPLIES	WHSE INVENTORY	857.40
		OTHER MAINT ITEMS	101.79
			959.19 *
620730	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
620731	JORGE BARRAGAN DBA JB GRAPHIX	SIGNS/FLAGS/BANNERS	1,999.54 *
620732	JAIME POMBO	FaCT:RLTNSHP PRG	600.00 *
620733	MAYER PRINTERS	PRINTING	301.70 *
620734	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ	2,706.96 *
620735	CALIFORNIA PEACE OFFICERS ASSOCIATION	TUITION/TRAINING	282.00 *
620736	VU, KIM CUC THI	TENANT UTILITY REIMB	29.00 *
620737	MIRANDA, PARISS A	TENANT UTILITY REIMB	27.00 *

PAGE TOTAL FOR "\*" LINES = 119,983.46

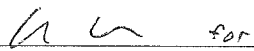
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/29/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620738	LE, GIAP PHU	TENANT UTILITY REIMB	27.00 *
620739	LOVELADY, KORI ELLEN	TENANT UTILITY REIMB	27.00 *
620740	LY, NANCY	TENANT UTILITY REIMB	16.00 *
620741	LIEBERT CASSIDY WHITMORE	LEGAL FEES	3,477.50 *
620742	FAILSAFE TESTING	MAINT-SERV CONTRACTS	2,300.00 *
620743	PRINT MASTERS 85	ADVERTISING	1,382.40
		OTHER REC/CULT SUPP	1,136.70
			2,519.10 *
620744	LEAGUE OF CALIFORNIA CITIES FIRE CHIEFS CONFERENCE	OTHER PROF SERV	400.00 *
620745	TRUGREEN LIMITED PARTNERSHIP	MAINT OF REAL PROP	66.50 *
620746	HUYNH, NATALIE N	RENT SUBSIDY	3,924.00 *
W1825	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	128,436.09 *
W1826	DELTA CARE USA	SELF-INS ADMN	7,436.23 *
W1827	CITY OF GARDEN GROVE-LIABILITY ACCT	LEGAL FEES	68,707.18 *
W1828	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,774.46 *
W1829	VISION SERVICE PLAN	VISION INSURANCE	7,413.42 *
W1830	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	34,334.39 *

PAGE TOTAL FOR "\*" LINES = 266,858.87

FINAL TOTAL 756,102.84 \*

DEMANDS #620594 - 620746 AND WIRES W1825 - W1830 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 29, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
KINGSLEY C. OKEREKE - FINANCE DIRECTOR

180970	ERVIN DUBRUL	901.96	180971	STEPHANIE L KLOPFENSTEIN	131.36
180972	MICHAEL J MC CLELLAN	2396.22	180973	JUDITH A MOORE	1844.55
180974	DIANE BELAIR	1526.42	180975	AMANDA M POLLOCK	1178.89
180976	JO ANNE M CHUNG	2158.94	180977	TIMOTHY E THRONE	437.79
180978	THOMAS E BUTTERS	2502.57	180979	CHRIS M VERES	2148.42
180980	ERIC M ESPINOZA	627.37	180981	ROBERT R MOUNGEY	290.87
180982	MICHAEL F ROCHA	2178.51	180983	KEVIN L RAY	625.64
180984	ADRIANNA M RODRIGUEZ	653.56	180985	JAVIER RODRIGUEZ	983.03
180986	DANIEL C MOSS	1327.17	180987	YUKIYOSHI NAKAGAWA	1396.23
180988	AUSTIN H POWELL	1732.87	180989	SOUHELIA K GOUNTOUMA	1489.26
180990	ANA E PULIDO	3202.76	180991	STEPHANIE AMBRIZ	220.82
180992	VALERIA J BARON	185.49	180993	DEANNA M CHUMACERO	1137.57
180994	STEVEN E GOMEZ	310.67	180995	JOHN C KONRAD	93.41
180996	PHILIP J SEYMOUR	323.67	180997	BREANA C VARGAS	19.67
180998	ADAM C NIKOLIC	2967.80	180999	DANIEL ALVAREZ	262.58
181000	ISAAC DAVILA	347.45	181001	JULIAN TAPIA	334.82
181002	RANDY L TUCKER	648.56	181003	JOAN M CEPLIUS	814.96
181004	O.C.E.A. GENERAL	2401.56	181005	O.C.E.A.	1141.19
181006	COMMUNITY HEALTH CHARITI	50.00	181007	GARDEN GROVE POLICE ASSO	1480.00
D308762	KINGSLEY OKEREKE	2723.74	D309427	KRIS C BEARD	210.84
D309428	PHAT T BUI	1.75	D309429	STEVEN R JONES	108.35
D309430	DIEDRE THU HA NGUYEN	194.06	D309431	KIM B NGUYEN	191.04
D309432	JOHN R O'NEILL	206.35	D309433	PAMELA M HADDAD	1432.86
D309434	SHAWN S PARK	1859.14	D309435	SCOTT C STILES	6243.43
D309436	MARIA A STIPE	5925.96	D309437	MEENA YOO	1180.84
D309438	DENISE KEHN	1955.56	D309439	MARITZA PIZARRO	1723.27
D309440	TERESA L POMEROY	2674.46	D309441	LIZABETH C VASQUEZ	1687.11
D309442	SHAUNA J CARRENO	1883.50	D309443	TERESA G CASEY	1258.71
D309444	VIRGINIA DELGADO	1581.66	D309445	DANNY HUYNH	3937.61
D309446	VILMA C KLOESS	1735.49	D309447	IVY LE	1748.04
D309448	TAMMY LE	1606.60	D309449	LINDA MIDDENDORF	2415.67
D309450	ROSALINDA MOORE	1231.42	D309451	MARIA A NAVARRO	2101.47
D309452	PHUONG VIEN T NGUYEN	2360.64	D309453	QUANG NGUYEN	2229.91
D309454	TINA T NGUYEN	1956.45	D309455	THYANA T PHI	2105.58
D309456	MARIA RAMOS	1986.18	D309457	TANYA L TO	1571.30
D309458	CUONG K TRAN	1941.38	D309459	ELAINE TRUONG	1271.28
D309460	THANH-NGUYEN VO	1619.73	D309461	SYLVIA GARCIA	2010.35
D309462	KINGSLEY C OKEREKE	4959.19	D309463	ANN CAO EIFERT	2336.12
D309464	HEIDI M JANZ	2124.25	D309465	CHRISTI C MENDOZA	515.71
D309466	DEBORAH A POWELL	1511.26	D309467	MARGARITA A ABOLA	1692.00
D309468	ELLIS EUN ROK CHANG	2605.64	D309469	JANET J CHUNG	1851.05
D309470	CLAUDIA FLORES	3019.31	D309471	RHONDA C KAWELL	2928.99
D309472	ROBERT W MAY	1276.24	D309473	SHAWNA A McDONOUGH	1462.58
D309474	THERESA T NGUYEN	2177.07	D309475	ALEXANDER TRINIDAD	2182.64
D309476	LIGIA ANDREI	1300.02	D309477	ARIANA B BAUTISTA	1491.31
D309478	KAREN J BROWN	714.54	D309479	CHERYLE LYNN EICHEL	373.02
D309480	SUE J GULLEY	407.75	D309481	JEFF N KURAMOTO	2079.09
D309482	CHELSEA E LUKAS	1446.24	D309483	EDWARD E MARVIN JR	1611.37

\*\*\*\* PAGE TOTAL = 149411.73

D309484	ANGELA M MENDEZ	1611.52	D309485	MONICA A NEELY	2728.22
D309486	JENNIFER L PETERSON	1689.04	D309487	ANH PHAM	1416.32
D309488	EVA RAMIREZ	1421.05	D309489	JAIME F CHAVEZ	1368.73
D309490	GARY F HERNANDEZ	1532.53	D309491	NEAL M MANALANSAN	1411.17
D309492	SANDRA E SEGAWA	3038.58	D309493	ALANA R CHENG	2185.09
D309494	LISA L KIM	3710.08	D309495	JAYME K AHLO	2195.16
D309496	SAEED R AMIRAZIZI	3315.97	D309497	MICHAEL G AUSTIN	2343.76
D309498	TODD C HARTWIG	2167.04	D309499	AARON J HODSON	1879.34
D309500	JERROLD R HOLSTEIN	888.28	D309501	DONALD E LUCAS	2513.70
D309502	DANIEL A WINDHAM	2324.98	D309503	ISABELLA C ZANDVLIET	1860.82
D309504	CHRISTOPHER CHUNG	2292.15	D309505	PAUL GUERRERO	2836.44
D309506	HUONG Q LY	481.07	D309507	LEE W MARINO	3346.40
D309508	MARIA L MEDRANO	1860.17	D309509	MARIA C PARRA	2260.09
D309510	ERIN WEBB	2716.58	D309511	GREG BLODGETT	2513.73
D309512	MONICA COVARRUBIAS	2391.87	D309513	GRACE E LEE	2186.27
D309514	AMEENAH ABU-HAMDIYYAH	1677.82	D309515	JULIE A ASHLEIGH	1731.83
D309516	RITA M CRAMER	1889.99	D309517	RALPH V HERNANDEZ	2012.45
D309518	JIMMY NGUYEN	1710.39	D309519	ROY N ROBBINS	2597.10
D309520	NIDA R WATKINS	2389.27	D309521	ALLISON D WILSON	1827.60
D309522	MICHAEL C BOS	2133.50	D309523	DANIEL J CANDELARIA	4000.23
D309524	KAMYAR DIBAJ	427.29	D309525	NICOLAS C HSIEH	2775.29
D309526	ROSEMARIE JACOT	1895.23	D309527	NAVIN B MARU	7720.92
D309528	MICHAEL F SANTOS	2068.24	D309529	MARK P UPHUS	3177.03
D309530	JOSE A VASQUEZ	1855.77	D309531	ANA G VERGARA NEAL	2072.72
D309532	DAI C VU	3883.76	D309533	KHANG L VU	2283.56
D309534	JOSHUA J ARIONUS	1480.79	D309535	JAN BERGER	1787.53
D309536	ROBERT P BERMUDEZ	2649.57	D309537	TIM P CANNON	2596.58
D309538	MYUNG J CHUN	3386.31	D309539	CARINA M DAN	484.39
D309540	RYAN H DAVIS	416.04	D309541	RONALD W DIEMERT	1900.06
D309542	CHRIS N ESCOBAR	2164.18	D309543	JASON A FERTAL	2077.30
D309544	ALEJANDRO GONZALEZ	2385.41	D309545	MICHAEL J GRAY	1290.81
D309546	LARRY GRIFFIN	1540.92	D309547	ROBERT ALAN HAENDIGES	1831.77
D309548	RYAN S HART	2015.16	D309549	ROBERT M HIGGINBOTHAM	1166.54
D309550	EDWARD A HUY	2687.54	D309551	VIDAL JIMENEZ	3634.29
D309552	SAMUEL K KIM	3690.69	D309553	BRENDA L LAI	445.66
D309554	SHAN L LEWIS	1586.25	D309555	REBECCA PIK KWAN LI	2954.59
D309556	SCOTT T LOWE	2536.86	D309557	DAVID MA'AE	1635.23
D309558	TYLER MEISLAHN	1630.66	D309559	JESSE K MONTGOMERY	2047.54
D309560	STEVEN J MOYA JR	1764.07	D309561	BASIL G MURAD	2976.89
D309562	KIRK L NATLAND	647.14	D309563	CORNELIU NICOLAE	2310.38
D309564	ANDREW I ORNELAS	1490.20	D309565	DAVID A ORTEGA	3344.15
D309566	CELESTINO J PASILLAS	2346.55	D309567	WILLIAM F PEARSON	3350.11
D309568	LES A RUITENSCHILD	2810.81	D309569	JONATHAN RUIZ	1942.14
D309570	MODESTO R SALDANA	1758.69	D309571	ALEXIS SANTOS	1348.31
D309572	ADRIAN M SARMIENTO	2286.28	D309573	ALBERT TALAMANTES JR	661.07
D309574	MINH K TRAN	2258.95	D309575	ALEJANDRO VALENZUELA JR	1035.17
D309576	ALEJANDRO N VALENZUELA	1298.94	D309577	KATHLEEN N VICTORIA	754.39
D309578	RONALD J WOLLAND	1442.38	D309579	VICTOR K YERGENSEN	2611.45

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D309580	ALICE K FREGOSO	1651.89	D309581	RAQUEL K MANSON	2331.29
D309582	CAROLYN E MELANSON	1611.73	D309583	WILLIAM E MURRAY JR	5856.93
D309584	EMILY H TRIMBLE	1411.42	D309585	ALFRED J AGUIRRE	2483.39
D309586	ANTHONY U AGUIRRE	601.81	D309587	RODOLPHO M BECERRA	1875.84
D309588	HELEN L CAMDEN	584.02	D309589	EDGAR A CANO	118.63
D309590	ALBERT J CARRISOZA	1422.33	D309591	MARRAY R CHAPMAN	543.18
D309592	GABRIELA R CONTRERAS	1743.69	D309593	JULIE T COTTON	824.58
D309594	VINCENT L DE LA ROSA	1853.21	D309595	HECTOR M ESPINOZA	1886.26
D309596	ROBERT J FRANCO	645.21	D309597	MAURICIO S GARCIA	2138.50
D309598	GLORIA GAW	1876.42	D309599	RICHARD R GOSSELIN	2991.87
D309600	HERMILO HERNANDEZ	1355.17	D309601	DARNELL D JERRY	537.97
D309602	KEANU M KALOLO	1385.83	D309603	BRENT KAYLOR	1877.62
D309604	BEN A KOSKY	1545.47	D309605	MARK W LADNEY	2072.33
D309606	RAUL LEYVA	2846.69	D309607	ANTONIO R MARTIN	2057.21
D309608	ROBERT P MCLOGAN	495.99	D309609	RIGOBERTO MENDEZ	2539.95
D309610	JON A MIHAILA	476.39	D309611	STEVEN T ORTIZ	2362.52
D309612	RICHARD L PINKSTON	1612.02	D309613	BRADLEY J POINDEXTER	691.46
D309614	STEVE J TAUANU'U	1894.44	D309615	SUSAN VITALI	969.36
D309616	STEPHANIE A WASINGER	428.27	D309617	JEFFREY G CANTRELL	1818.35
D309618	THOMAS C COUNTS	8.93	D309619	JAMES CUNNINGHAM	2078.47
D309620	EARNEST L DOMINGUEZ	686.37	D309621	JULIA ESPINOZA	995.16
D309622	ALBERT R EURS II	2223.44	D309623	CECELIA A FERNANDEZ	1068.13
D309624	CONRAD A FERNANDEZ	860.26	D309625	JORGE GONZALEZ	1017.79
D309626	MICHAEL R GREENE	1730.35	D309627	RONALD D GUSMAN	799.79
D309628	GLORIA A HARO	1101.34	D309629	ERIC W JOHNSON	900.77
D309630	URIEL MACIAS	790.01	D309631	LUIS Y MENDOZA AGUILAR	883.84
D309632	KHUONG NGUYEN	1083.03	D309633	VIRGINIA NICHOLS	810.90
D309634	ALEJANDRO ORNELAS	861.40	D309635	WILLIAM R PICKRELL	2286.23
D309636	CHRISTOPHER L RELEFORD	1232.18	D309637	DELFRADO C REYES	1083.03
D309638	RAFAEL ROBLES	1065.91	D309639	SABRYNA R RUIZ	537.05
D309640	RODERICK THURMAN	1465.20	D309641	EVARISTO VERA	1501.83
D309642	RICHARD L WILLIAMS	1546.56	D309643	ANSELMO AGUIRRE	1719.07
D309644	CHRISTOPHER L ALLEN	1659.10	D309645	PHILLIP J CARTER	2180.46
D309646	RICK L DUVAL	2127.27	D309647	AARON R HANSEN	1371.20
D309648	PATRICIA CLAIR HAYES	3049.99	D309649	HUY HOA HUYNH	665.45
D309650	BRYAN D KWIATKOWSKI	1310.00	D309651	BRANDON S NUNES	461.49
D309652	CHRISTOPHER B PRUDHOMME	459.65	D309653	ROLANDO QUIROZ	1326.01
D309654	TODD R REED	1558.14	D309655	ESTEBAN H RODRIGUEZ	585.70
D309656	RONALD E SANDIFORTH	1905.71	D309657	LUIS A TAPIA	2035.70
D309658	MICHAEL W THOMPSON	2062.92	D309659	SANTIAGO TRISTAN JR	629.85
D309660	WILLIAM J WHITE	1865.82	D309661	JEREMY J GLENN	444.12
D309662	JESSE GUZMAN	2523.98	D309663	BRETT A MEISLAHN	1705.81
D309664	MARK E MONSON	2107.38	D309665	STEPHEN D SUDDUTH	1382.00
D309666	TIMOTHY WALLINGFORD	3601.13	D309667	HILLARD J WILLIAMS	1085.36
D309668	ALBERT J HOLMON III	3148.20	D309669	ALLEN L SERNA	2170.17
D309670	VICTOR T BLAS	2545.05	D309671	FRANK X DE LA ROSA	1754.93
D309672	ERVIN DUBRUL	1275.36	D309673	JOSE GOMEZ	1729.86
D309674	BRENT W HAYES	2816.35	D309675	FRANK D HOWENSTEIN	2884.86

\*\*\*\* PAGE TOTAL = 148185.30



D309676	ALLEN G KIRZHNER	3289.76	D309677	KEON DONTRAY NELSON	1793.75
D309678	STEPHEN PORRAS	2275.36	D309679	JESSE VIRAMONTES	2668.38
D309680	JOHN ZAVALA	2027.61	D309681	VERONICA AVILA	421.23
D309682	JEFFREY P DAVIS	2012.42	D309683	NOELLE N KIM	1611.51
D309684	MISSY M MENDOZA	417.33	D309685	MARIE L MORAN	2242.51
D309686	KRISTY H THAI	1999.97	D309687	EDWARD D AMBRIZ GARCIA	442.05
D309688	GABRIELLA E BALANDRAN	176.65	D309689	JOSUE BARREIRO MENDOZA	297.00
D309690	NICHOLAS J BARRETT	80.85	D309691	ALEXIS R BAUTISTA-MOYANO	163.40
D309692	ALEJANDRA CAMARENA	309.17	D309693	RACHEL M CAMARENA	1678.04
D309694	RENE CAMARENA	1536.12	D309695	MARTI CARROLL	1058.64
D309696	VICTORIA M CASILLAS	1635.65	D309697	CYNTHIA A CHEW	1698.85
D309698	GISSELL L CRUZ	606.99	D309699	KENNETH E CUMMINGS	588.70
D309700	KEVIN J CUMMINGS	295.00	D309701	JEANETTE A DEMENECES	511.81
D309702	GRISELL V EVERASTICO	347.12	D309703	JARED D GARCIA	128.06
D309704	VANESSA L GARCIA	362.18	D309705	JACOB R GRANT	2790.58
D309706	KIMBERLY K HOLER	356.97	D309707	CAROLINA HONSTAIN	553.87
D309708	KELLY L HOWENSTEIN	383.50	D309709	KIMBERLY HUY	4206.47
D309710	ANA C IZQUIERDO	473.42	D309711	MARITZA JIMENEZ	245.23
D309712	MARISSA D LOPEZ	41.52	D309713	MARK ANTHONY LOPEZ	216.40
D309714	JOHNNY LUNA	315.06	D309715	ELAINE M MA'AE	2004.62
D309716	JESUS MEDINA	1606.43	D309717	JUAN MEDINA	1826.21
D309718	NICHOLAS M MEDINA	442.33	D309719	MONSERRAT MENDOZA ALVARE	294.95
D309720	JOHN A MONTANCHEZ	3046.31	D309721	BRIANNA M MOORE	1006.66
D309722	KIRSTEN K NAKAISHI	104.89	D309723	GINA D NECCO	520.88
D309724	JACOB J NEELY	376.89	D309725	NOEL N NICHOLAS	810.94
D309726	JENNIFER GODDARD NYE	3268.30	D309727	GABRIELA O'CADIZ-HERNAND	4468.49
D309728	LORI OCHOA	1715.70	D309729	CHRISTIAN PANGAN	545.53
D309730	JANET E PELAYO	2593.66	D309731	CRISTAL PERALTA	190.39
D309732	SUGEIRY REYNOSO	2254.59	D309733	PAIGE L ROBINSON	385.12
D309734	MARINA Y ROMERO	1563.72	D309735	MONICA K ROMO	228.87
D309736	RICARDO SALDIVAR	420.11	D309737	LARISSA E SANTOS	49.17
D309738	DANA MARIE SAUCEDO	2514.73	D309739	EMERON J SCHLUMPBERGER	878.41
D309740	KRISTOF A SIERRA	406.22	D309741	MIRANDA M TORRES	229.65
D309742	KENNETH P TRAVIS III	468.42	D309743	CLAUDIA VALDIVIA	2596.53
D309744	JEFFREY VAN SICKLE	1895.83	D309745	GABRIELA VARELA	571.94
D309746	JOSEFINA L VELAZQUEZ	594.93	D309747	DAISY O VENCES	352.36
D309748	JOSHUA VENCES	295.91	D309749	PAUL E VICTORIA	1242.61
D309750	LUCIA MEDINA-WHITTAKER	601.90	D309751	SVETLANA MOURE	713.47
D309752	THOMAS R SCHULTZ	2476.47	D309753	RANDY ABRAHAMSON	4943.04
D309754	ALBERTO ACOSTA	2872.90	D309755	ANTHONY R ACOSTA	1689.93
D309756	JOHN D BARANGER III	2451.30	D309757	LUCAS B BAUER	4368.23
D309758	BRADLEY D BELL	3170.52	D309759	JERRY R BRENNEMAN	3082.48
D309760	GUY BROWN	2234.02	D309761	JOSE J CLAMBEROS	2970.28
D309762	DANIEL L CLEARWATER	2942.78	D309763	YVES G CLERMONT	2307.60
D309764	JOE W CRAWFORD	2506.25	D309765	TIMOTHY A CRAWFORD	5727.71
D309766	JUSTIN D DOYLE	2444.85	D309767	MICHAEL G ECKHARDT JR	3032.82
D309768	DAVID W EDNOFF	4556.74	D309769	STEVE P FELLNER	4360.11
D309770	JAMES L GABBARD	3595.58	D309771	DREW R GARCIA	3198.58

\*\*\*\* PAGE TOTAL = 150278.99

D309772	JEFF W HANNA	4498.71	D309773	MATTHEW R HENSHAW	2571.14
D309774	MICHAEL L JACOBS	2361.27	D309775	WILLIAM R JAEGER	2118.32
D309776	SCOTT A KUHLMAN	4371.73	D309777	NICHOLAS A LERARIO	1775.06
D309778	COREY L LINDSAY	1241.30	D309779	NORMAN M LOVELY	3093.85
D309780	JOHN M MARQUEZ JR	2266.91	D309781	CHEYNE C MAULE	6167.95
D309782	TERRY A MCGOVERN JR	3872.42	D309783	SHANE D MELLE	1326.41
D309784	TRAVIS M MELLE	3505.74	D309785	MARK A MICKELSEN	3075.98
D309786	SON L NGUYEN	1624.47	D309787	THANH Q NGUYEN	3145.97
D309788	FREDERICK N NIBLO	2953.23	D309789	BRENT C PARDOEN	2648.58
D309790	MICHAEL KURT RIETH	2372.01	D309791	WADE E RUHMAN	2324.59
D309792	DENNIS L RUZICKA	3470.13	D309793	NICK R SCHAEFER	966.97
D309794	SCOTT A SCHERER	2675.65	D309795	JEFFREY T SPARGUR	3902.09
D309796	MORRIS B SPELL	6555.22	D309797	WILLIAM S STROHM	3089.41
D309798	JUSTIN D TRAVER	2312.74	D309799	CHRISTOPHER B TRENHOLM	2089.62
D309800	JUSTIN TRUHILL	3766.99	D309801	MARIO G VALDERRAMA	1656.60
D309802	KEITH T VELOTTA	3848.72	D309803	DAVID S WALDSCHMIDT	3019.05
D309804	MARK S WEISS	3873.37	D309805	PAUL J WHITTAKER	5143.83
D309806	JEFFREY WILKINS	18290.79	D309807	JOSEPH A WINGERT JR	2582.24
D309808	JASON R BLOMGREN	2073.40	D309809	MYLES A BURROUGHS	1399.87
D309810	DAVID M CARLSON	3699.60	D309811	PARKER W CARY	1567.33
D309812	JOSHUA A FELDMAN	3244.54	D309813	TIMOTHY D FISHER	3229.08
D309814	GARRET M FURUTA	2998.77	D309815	SHANE S HOWEY	1770.02
D309816	PETER M HUBER	3342.22	D309817	JORDAN R JEMIOLA	5076.11
D309818	JAYCEN R JUSTUS	1837.63	D309819	MATTHEW C KLEIBACKER	2960.91
D309820	ANTHONY L KNAACK	3536.89	D309821	JOSHUA D LEE	2307.41
D309822	DANIEL J MOORE	2620.75	D309823	GRANT A NOBLE	2450.72
D309824	ERIC S NORRDIN	2083.55	D309825	ANTHONY J PAGE	2343.36
D309826	ERIC M PALOMO	2060.70	D309827	ANDREW J ROACH	2109.52
D309828	RICHARD RONSTADT	4215.49	D309829	DAVID C SANCHEZ	2049.87
D309830	TIMOTHY N STOWE	2569.56	D309831	ERIC THORSON	1677.39
D309832	RYAN D VAN WIE	2224.61	D309833	GREGORY D WILLIAMS	2860.94
D309834	JEREMIE E YORKE	5750.15	D309835	NATHAN T BRADY	4282.15
D309836	BRYSON T DAHLHEIMER	1679.23	D309837	LISA S GUARDI	660.16
D309838	DON T NGUYEN	2031.69	D309839	NICHOLAS S SEELEY	214.69
D309840	JOSEPH I VALENZUELA	71.56	D309841	TIMOTHY S SAWYER	2624.39
D309842	TODD D ELGIN	8671.01	D309843	CAROLE A KANEGAE	2152.12
D309844	WILLIAM ALLISON	3236.25	D309845	KRISTEN A BACKOURIS	1490.11
D309846	SHARON S BAEK	1499.44	D309847	GENA M BOWEN	1183.75
D309848	JESENIA CAMPOS	1086.34	D309849	THOMAS R DARE	4538.34
D309850	HELENA ELSOUSOU	2369.99	D309851	ROBERT D FOWLER	3664.22
D309852	AI KELLY HUYNH	1763.93	D309853	CINDY S NAGAMATSU HANLON	2812.23
D309854	JEFFREY C NIGHTENGAL	3922.21	D309855	REYNA ROSALES	1430.25
D309856	CLAUDIA ALARCON	3750.86	D309857	PEDRO R ARELLANO	3070.53
D309858	TIMOTHY R ASHBAUGH	2041.73	D309859	ALFREDO R AVALOS	3106.72
D309860	CARLOS BAUTISTA JR	2319.81	D309861	RYAN S BERLETH	1757.61
D309862	SUMMER A BOGUE	1810.53	D309863	RYAN V BUSTILLOS	2819.85
D309864	ROBERT W CAMPBELL	3310.97	D309865	JEROME L CHEATHAM	2729.48
D309866	AARON J COOPMAN	2453.75	D309867	ADAM B COUGHRAN	3412.94

\*\*\*\* PAGE TOTAL = 282588.29

D309868	GARY L COULTER	2301.83	D309869	NATHANIEL D COX	1928.81
D309870	BRIAN D DALTON	1893.83	D309871	CHARLIE DANIELEY III	1673.68
D309872	NICHOLAS A DE ALMEIDA LO	2099.60	D309873	KEVIN DINH	2646.35
D309874	KARI A FLOOD	1839.68	D309875	MICHAEL E GERDIN	1995.79
D309876	JOSEPH P GROSS JR	2288.59	D309877	TROY HALLER	3225.22
D309878	ALLAN S HARRY	5875.92	D309879	BRIAN HATFIELD	2475.62
D309880	WILLIAM T HOLLOWAY	3608.09	D309881	GERALD F JORDAN	2382.14
D309882	TIMOTHY P KOVACS	3002.99	D309883	AUSTIN C LAVERTY	2087.36
D309884	CHRISTOPHER LAWTON	2982.30	D309885	RAFAEL LOERA JR	2205.76
D309886	JON D LOFQUIST	2161.30	D309887	MATTHEW P MARCHAND	3077.53
D309888	BRYAN J MEERS	2433.30	D309889	JEREMY N MORSE	2405.74
D309890	MITCHEL S MOSSER	2784.49	D309891	AARON S NELSON	3241.68
D309892	JASON S PERKINS	4500.24	D309893	PHILLIP H PHAM	2151.78
D309894	DOUGLAS A PLUARD	3112.54	D309895	JOHN E REYNOLDS	3400.57
D309896	CHRISTOPHER M SHELGREN	1924.51	D309897	GAREY D STAAL	2613.20
D309898	VINCENTE J VAICARO	2949.49	D309899	EDGAR VALENCIA	2916.45
D309900	DANIEL J VILLEGAS	3148.41	D309901	JONATHAN B WAINWRIGHT	2861.24
D309902	CHRISTOPHER A WASINGER	2736.22	D309903	ADAM D ZMIJA	3069.23
D309904	MARCOS R ALAMILLO	5407.28	D309905	BOBBY B ANDERSON	3103.24
D309906	JOHN F BANKSON	2449.34	D309907	JOSHUA K BEHZAD	2059.01
D309908	JOSHUA D BRANNON	2459.30	D309909	VANESSA M BRODEUR	1879.61
D309910	JUAN C CENTENO	3893.94	D309911	DAVID Y H CHANG	2438.66
D309912	BRIAN M CLASBY JR	3215.25	D309913	CHASEN P CONTRERAS	1953.29
D309914	JARED R DOYLE	2000.89	D309915	AMIR A EL-FARRA	3474.54
D309916	JOSHUA N ESCOBEDO	2150.60	D309917	STEPHEN C ESTLOW	908.45
D309918	GEORGE R FIGUEREDO	7142.27	D309919	ROGER A FLANDERS	778.05
D309920	ROBERT J GIFFORD	3265.77	D309921	SEAN M GLEASON	2523.09
D309922	ALDO U GUERECA	2443.85	D309923	MICHAEL J JOHNSON	3290.68
D309924	ARION J KNIGHT	2688.56	D309925	RAPHAEL M LEE	1167.00
D309926	DEREK M LINK	3057.12	D309927	CHARLES H LOFFLER	2416.45
D309928	MARK A LORD	2547.03	D309929	TAYLOR A MACY	2295.17
D309930	GIANLUCA F MANIACI	2262.37	D309931	MARIO MARTINEZ JR	3747.90
D309932	NATHAN D MORTON	2815.64	D309933	PATRICK W MURPHY	2094.42
D309934	RUDOLPH J NEGRON	2274.87	D309935	JEFFREY C NGUYEN	2821.49
D309936	STEVEN TRUJILLO ORTIZ	1955.49	D309937	OMAR F PEREZ	2051.15
D309938	MICHAEL K PHILLIPS	1100.38	D309939	COREY T POLOPEK	1730.11
D309940	SINDY RAMIREZ OROZCO	2160.45	D309941	JOHN E RANEY	2889.96
D309942	RYAN R RICHMOND	2403.10	D309943	CHRISTIN E ROGERS	2672.23
D309944	ERIC T RUZIECKI	2605.36	D309945	SEAN M SALAZAR	3548.21
D309946	LINO G SANTANA	3625.58	D309947	PHILIP B SCHMIDT	3661.14
D309948	CHARLES W STARNES	2091.79	D309949	ARTHUR F TINTLE JR	3843.21
D309950	JOHN J YERGLER	2497.49	D309951	KATHERINE M ANDERSON	4273.23
D309952	PAUL W ASHBY	3513.93	D309953	THOMAS A CAPPS	1999.86
D309954	MICHAEL K ELHAMI	4139.22	D309955	PATRICK E GILDEA	3756.34
D309956	DANNY J MIHALIK	2897.12	D309957	RON A REYES	3857.68
D309958	ROCKY F RUBALCABA	2478.09	D309959	ROYCE C WIMMER	3302.00
D309960	JUAN L DELGADO JR	3013.24	D309961	CHRISTOPHER M EARLE	2434.64
D309962	BENJAMIN M ELIZONDO	2415.02	D309963	OTTO J ESCALANTE	4776.68

\*\*\*\* PAGE TOTAL = 266719.31

D309964	GEORGE KAISER	3009.30	D309965	PETER M KUNKEL	2441.28
D309966	LUIS F RAMIREZ	2947.73	D309967	PETER HOANG VI	2175.66
D309968	JEFFREY A BROWN	2831.46	D309969	DONALD J HUTCHINS	4074.56
D309970	JASON L JOHNSON	2123.51	D309971	KRISTOFER D KELLEY	2566.56
D309972	ERICK LEYVA	3098.24	D309973	RYAN M LUX	1968.30
D309974	RAUL MURILLO JR	3133.05	D309975	JOSHUA T OLIVO	2506.23
D309976	ROBERT M STEPHENSON III	3031.23	D309977	COURTNEY P ALLISON	3485.62
D309978	LISA A BELTHIUS	577.71	D309979	RANDY G CHUNG	483.54
D309980	DANIEL S EDWARDS	480.78	D309981	TIFFANY M GRIEGO	366.35
D309982	CRAIG A HERRICK	256.76	D309983	PATRICK R JULIENNE	1432.58
D309984	VERONICA NELSON	861.84	D309985	JOHN O OJEISEKHOB	299.55
D309986	TRAVIS J WHITMAN	6251.17	D309987	CARL J WHITNEY	3693.35
D309988	KRYSTAL L N JEANG	368.92	D309989	HAN NA PARK	149.13
D309990	FELICIA H PEREZ	362.18	D309991	KEIRA LONG	1564.06
D309992	ROBERT E BOWERS	1433.61	D309993	KAREN D BRAME	1199.23
D309994	KENNETH L CHISM	1652.33	D309995	CHARLES M CLINE JR	836.00
D309996	JAMES E COLEGROVE	6226.35	D309997	ROBERT M DONAHUE JR	601.73
D309998	RUSSELL B DRISCOLL	515.62	D309999	MICHELLE N ESTRADA-MONSA	1523.07
D310000	MICHAEL FEHER	995.53	D310001	HECTOR FERREIRA JR	1654.76
D310002	KORY C FERRIN	3009.80	D310003	JAMES D FISCHER	959.80
D310004	VICTORIA M FOSTER	1717.04	D310005	NICKOLAS K JENSEN	1939.28
D310006	KENNETH E MERRILL	509.30	D310007	BRADLEY D STENE	1654.76
D310008	JOHN J STEPANOVICH	888.05	D310009	PATRICK M THRASHER	522.84
D310010	MICHAEL J VISCOMI	3109.18	D310011	SCOTT D WATSON	883.23
D310012	ROBERT L BOGUE JR	6462.55	D310013	FLOR DE LIS ELIZONDO	974.19
D310014	GARY E ELKINS	2062.95	D310015	JOHN A FLAWS	2194.45
D310016	JASON S FULTON	1888.89	D310017	JAMES C HOLDER	2801.78
D310018	ROBERT J KIVLER	1666.33	D310019	VICTORIA L LAWTON	2315.96
D310020	EDUARDO C LEIVA	3781.15	D310021	RAQUEL D MATA	765.60
D310022	REBECCA S MEEKS	6854.66	D310023	MICHELLE L OLMSTEAD	1208.36
D310024	DAVID C YOUNG	3518.32	D310025	MARIA A ALCARAZ	1675.21
D310026	CARISSA L BRUNICK	1111.43	D310027	TAMMY L CHAURAN-HAIGROV	1443.96
D310028	VERONICA FRUTOS	1060.89	D310029	DAVID L GEORGE	2231.35
D310030	JOAN L HIGHTOWER	1702.28	D310031	PINKY C HINGCO	2187.92
D310032	SUSAN C HUANG	1801.81	D310033	RORY K JANOCHA	988.79
D310034	SHELBY KEUILIAN	1352.06	D310035	ALLYSON T LE	1452.56
D310036	ANGELA LEDESMA	1931.29	D310037	MARIA C MCFARLANE	1811.64
D310038	BRITTNNEE D MCGOWEN	1597.06	D310039	TRINA T NGUYEN	1632.42
D310040	DEBRA J NICHOLS	1835.96	D310041	DIANA L O'BRIEN	943.99
D310042	ASHLEY C ROJAS	1548.18	D310043	JENNIFER V ROMBOUGH	1501.84
D310044	ASHLEY T SEROTA	1731.36	D310045	KIMBRA S VELLANOWETH	1543.99
D310046	KRISTIN M WEISS	1749.04	D310047	SHANNON M YELENSKY	1687.39
D310048	JENNIFER A DIX	2084.67	D310049	DEBBY L FELSE	1799.10
D310050	KATHERINE M FRANCISCO	1833.83	D310051	AMANDA B GARNER	1990.47
D310052	ARCHIE GUZMAN	2340.61	D310053	ROBERT D LUX	2408.86
D310054	MELISSA MENDOZA-CAMPOS	1942.12	D310055	MICHAEL A MOSER	1594.72
D310056	BRANDY J PARK	2275.17	D310057	CRISTINA V PAYAN	1548.56
D310058	JENNIFER M RODRIGUEZ	2068.95	D310059	TANYA L SAMOFF	2171.83


\*\*\*\* PAGE TOTAL = 185448.66

D310060	SUSAN A I SEYMOUR	2096.45	D310061	NICOLE D SHORROW	1695.59
D310062	DANNY J SOSEBEE	1562.47	D310063	MARSHA D SPELLMAN	2508.77
D310064	SPENCER T TRAN	1880.89	D310065	SANTA WARDLE	1063.80
D310066	CHERYL L WHITNEY	2133.54	D310067	RICHARD A ALVAREZ-BROWN	2336.21
D310068	EVAN S BERESFORD	2321.02	D310069	RAY E BEX	2869.58
D310070	RICHARD O BURILLO	3315.35	D310071	DANIEL A CAMARA	2319.90
D310072	JOHN CASACCIA II	2789.26	D310073	HAN J CHO	2961.44
D310074	SCOTT A COLEMAN	2559.12	D310075	RICHARD E DESBIENS	1117.08
D310076	MICHAEL D FARLEY	3506.84	D310077	JAMES D FRANKS	1927.87
D310078	PETE GARCIA	1801.11	D310079	STEVEN H HEINE	315.31
D310080	JOSE D HERRERA	3021.51	D310081	THI A HUYNH	2399.38
D310082	JOSEPH L KOLANO	2480.32	D310083	LEA K KOVACS	2643.71
D310084	NICHOLAS A LAZENBY	2639.53	D310085	DAVID LOPEZ	2490.87
D310086	STEVEN W LUKAS	1499.39	D310087	LUIS A PAYAN	2299.38
D310088	TERRA M RAMIREZ	542.73	D310089	ORLONZO REYES	3376.10
D310090	PAUL M TESSIER	2383.59	D310091	TUONG-VAN NGUYEN VU	1604.18
D310092	DENNIS WARDLE	2528.79	D310093	RONALD A DOSCHER	1824.41
D310094	ERIC A QUINTERO	2095.74	D310095	MARY C CERDA	1818.95
D310096	NICOLE L CHUNG	2009.26	D310097	NICHOLAS G FRANC	1664.95
D310098	SUSAN A HOLSTEIN	2269.01	D310099	LIANE Y KWAN	2573.12
D310100	JANY H LEE	3131.16	D310101	SHERRILL A MEAD	1963.85
D310102	CAITLYN M STEPHENSON	1540.55	D310103	LAURA J STOVER	4282.90
D310104	FRANA K CASSIDY	1565.38	D310105	ANNA L GOLD	1536.52
D310106	HIEN Q PHAM	1558.01	D310107	KATRENA J SCHULZE	398.57
D310108	MATTHEW T SWANSON	1212.81	D310109	ANTHONY VALENZUELA	1305.88
D310110	CANDY G WILDER	1734.10	D310111	STEVEN F ANDREWS	1400.09
D310112	TERENCE S CHANG	1987.57	D310113	VERNA L ESPINOZA	1658.17
D310114	CESAR GALLO	2145.83	D310115	CHARLES D KALIL	1555.91
D310116	GEOFFREY A KLOESS	2566.56	D310117	RACHOT MORAGRAAN	3198.39
D310118	NOEL J PROFFITT	3094.06	D310119	ANAND V RAO	3332.66
D310120	JOSEPH M SCHWARTZ	2275.43	D310121	ROD T VICTORIA	2077.56
D310122	TERREL KEITH WINSTON	3203.44	D310123	POLICE ASSN	15659.63
D310124	GG FIRE FIGHTERS 2005	21261.47	D310125	SO CAL CU	90767.37
D310126	SOUTHLAND CU	5991.00	W2342	GREAT WEST LIFE 457 #340	100961.30
W2343	GREAT WEST LIFE OBRA#340	2579.34	W2344	INTERNAL REVENUE SERVICE	345215.48
W2345	EMPLOYMENT DEVELOPMENT D	93120.08			

\*\*\*\* PAGE TOTAL = 811527.59

TOTAL CHECK PAYMENTS	38	42,474.61
TOTAL DIRECT DEPOSITS	701	1,614,885.94
TOTAL WIRE PAYMENTS	4	541,876.20
	....	.....
GRAND TOTAL PAYMENTS	743	2,199,236.75

Checks #180970 thru #181007, and Direct Deposits #D308762 thru #DD310126, and wire #W2342 thru #W2345 presented in the Payroll Register submitted to the Garden Grove City Council 11 APR 2017, have been audited for accuracy and funds are available for payment thereof.

 for  
 \_\_\_\_\_  
 KINGSLEY C OKEREKE - FINANCE DIRECTOR

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620747	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	3,135.00 *
620748	2012 NHAN HOANG REVOCABLE TRST	RENT SUBSIDY	1,492.00 *
620749	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	2,627.00 *
620750	8080 BEVER PLACE-NEGBA LLC C/O LRS	RENT SUBSIDY	365.00 *
620751	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	905.00 *
620752	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	819.00 *
620753	ADVANCED GROUP 01-75, A CA LTD C/O CRESTWOOD APARTMENTS	RENT SUBSIDY	1,801.00 *
620754	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	4,920.00 *
620755	AGUIAR, MARIA	RENT SUBSIDY	150.00 *
620756	ALPINE APTS	RENT SUBSIDY	5,728.00 *
620757	AMERICAN FAMILY HOUSING	RENT SUBSIDY	3,277.00 *
620758	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	601.00 *
620759	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	942.00 *
620760	AOU, CHUNG NAN	RENT SUBSIDY	1,311.00 *
620761	ARROYO DEVELOPMENT PARTNERS,LL C/O MPMS	RENT SUBSIDY	1,004.00 *
620762	ATTIA, EIDA A	RENT SUBSIDY	1,415.00 *
620763	AUDUONG, PAUL	RENT SUBSIDY	29.00 *
620764	AYERS, MARILISA BRADFORD	RENT SUBSIDY	705.00 *
620765	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,695.00 *
620766	BAROT,JITENDRA P	RENT SUBSIDY	832.00 *
620767	BARRY SAYWITZ PROP TWO,LP	RENT SUBSIDY	5,519.00 *
620768	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,084.00 *

PAGE TOTAL FOR "\*" LINES = 40,356.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620769	BERTINA PANG LOH CHANG C/O HALLMARK PROPERTY MGMT	RENT SUBSIDY	531.00 *
620770	BHATT, N C	RENT SUBSIDY	1,463.00 *
620771	BIDWELL, KIM OANH	RENT SUBSIDY	840.00 *
620772	BRE PARAGON MF INVESTMENT LP	RENT SUBSIDY	830.00 *
620773	BRIAR CREST / ROSE CREST	RENT SUBSIDY	2,487.00 *
620774	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,236.00 *
620775	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	947.00 *
620776	BUI JR, RICHARD	RENT SUBSIDY	3,360.00 *
620777	BUI JR, RICHARD	RENT SUBSIDY	318.00 *
620778	BUI, BINH N.	RENT SUBSIDY	1,636.00 *
620779	BUI, JIMMY QUOC	RENT SUBSIDY	3,543.00 *
620780	BUI, LAI	RENT SUBSIDY	660.00 *
620781	BUI, LAN HUYNH NGOC	RENT SUBSIDY	955.00 *
620782	BUI, MINH Q	RENT SUBSIDY	1,451.00 *
620783	BUI, PHAT	RENT SUBSIDY	1,392.00 *
620784	BUI, SON MINH	RENT SUBSIDY	1,897.00 *
620785	BUI, SON VAN	RENT SUBSIDY	1,386.00 *
620786	BUI, TINH TIEN	RENT SUBSIDY	242.00 *
620787	BUI, VU DINH	RENT SUBSIDY	777.00 *
620788	BUI,NGA GIANG	RENT SUBSIDY	902.00 *
620789	CALIFORNIA APTS	RENT SUBSIDY	528.00 *
620790	CALKINS, RONALD	RENT SUBSIDY	1,070.00 *

PAGE TOTAL FOR "\*" LINES = 29,451.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620791	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	1,009.00 *
620792	CAO, PHUOC GIA	RENT SUBSIDY	848.00 *
620793	CDN INVESTNETS, INC	RENT SUBSIDY	1,715.00 *
620794	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	762.00 *
620795	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	1,581.00 *
620796	CHANG, WARREN	RENT SUBSIDY	881.00 *
620797	CHANTECLAIR APTS	RENT SUBSIDY	893.00 *
620798	CHELSEA COURT APTS	RENT SUBSIDY	1,217.00 *
620799	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,953.00 *
620800	CHEN, T C	RENT SUBSIDY	30,995.00 *
620801	CHEN, DAVID	RENT SUBSIDY	1,615.00 *
620802	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,077.00 *
620803	CHEUNG, STEPHEN	RENT SUBSIDY	1,145.00 *
620804	CHUNG, NICHOLAS	RENT SUBSIDY	914.00 *
620805	CITRUS GROVE, LP	RENT SUBSIDY	546.00 *
620806	CO, PONCH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	794.00 *
620807	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	829.00 *
620808	CONCORD MGMT LLC	RENT SUBSIDY	737.00 *
620809	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY	RENT SUBSIDY	707.00 *
620810	COURTYARD VILLAS	RENT SUBSIDY	8,712.00 *
620811	CRESTWOOD ON 7, LLC	RENT SUBSIDY	2,372.00 *
620812	CROSS CREEK	RENT SUBSIDY	2,333.00 *

PAGE TOTAL FOR "\*" LINES = 67,635.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620813	CURTIS PROPERTIES, INC	RENT SUBSIDY	1,161.00 *
620814	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	7,327.00 *
620815	DANG, ANNIE	RENT SUBSIDY	1,570.00 *
620816	DANG, DAVID	RENT SUBSIDY	1,331.00 *
620817	DAO, JOSEPH N	RENT SUBSIDY	999.00 *
620818	DAO, THY MAI	RENT SUBSIDY	2,691.00 *
620819	DE MIRANDA MANAGEMENT	RENT SUBSIDY	913.00 *
620820	DEERFIELD APARTMENTS	RENT SUBSIDY	88.00 *
620821	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	2,532.00 *
620822	DENVER HOUSING AUTHORITY	RENT SUBSIDY	3,762.60 *
620823	DEWYER, CLARA J.	RENT SUBSIDY	973.00 *
620824	DINH, KIM	RENT SUBSIDY	901.00 *
620825	DINH, QUYEN	RENT SUBSIDY	762.00 *
620826	DINH, THU V.	RENT SUBSIDY	865.00 *
620827	DINH, THANH	RENT SUBSIDY	1,287.00 *
620828	DO, AI HANG NGUYEN	RENT SUBSIDY	1,871.00 *
620829	DO, BRANDON BINH	RENT SUBSIDY	4,129.00 *
620830	DO, DOMINIC HAU	RENT SUBSIDY	1,580.00 *
620831	DO, KIEN TRONG	RENT SUBSIDY	1,846.00 *
620832	DO, MINH C.	RENT SUBSIDY	2,430.00 *
620833	DO, MY-PHUONG	RENT SUBSIDY	999.00 *
620834	DO, THAI VAN	RENT SUBSIDY	813.00 *

PAGE TOTAL FOR "\*" LINES = 40,830.60

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620835	DO, THUAN	RENT SUBSIDY	623.00 *
620836	DO, TIM	RENT SUBSIDY	1,762.00 *
620837	DOAN, DINH T	RENT SUBSIDY	1,411.00 *
620838	DOAN, HUY	RENT SUBSIDY	1,079.00 *
620839	DONNER, HELMUT	RENT SUBSIDY	1,026.00 *
620840	DOURBETAS, CHRISTINA	RENT SUBSIDY	329.00 *
620841	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	991.00 *
620842	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	656.00 *
620843	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	2,235.00 *
620844	DUONG, HAI DINH	RENT SUBSIDY	1,231.00 *
620845	DUONG, LAN	RENT SUBSIDY	1,284.00 *
620846	DUONG, LOM	RENT SUBSIDY	1,355.00 *
620847	DUONG, THUY	RENT SUBSIDY	1,073.00 *
620848	DUONG, VAN TU	RENT SUBSIDY	1,298.00 *
620849	DUONG, CHI THI	RENT SUBSIDY	1,699.00 *
620850	DYO, GLADYS C/O LION PROPERTIES	RENT SUBSIDY	487.00 *
620851	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	1,904.00 *
620852	EDLUND, DANIEL T C/O WETHERGAGE MGMT	RENT SUBSIDY	1,008.00 *
620853	EL CAMINO LU, LLC	RENT SUBSIDY	759.00 *
620854	EL PASEO	RENT SUBSIDY	998.00 *
620855	EL PUEBLO APTS	RENT SUBSIDY	186.00 *
620856	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,013.00 *

PAGE TOTAL FOR "\*" LINES = 24,407.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620857	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,048.00 *
620858	EMERALD GARDENS APT	RENT SUBSIDY	600.00 *
620859	ENGEL, TERRY C	RENT SUBSIDY	255.00 *
620860	ERILEX FAMILY L.P. C/O MARK WEINER,MANAGER	RENT SUBSIDY	1,203.00 *
620861	EUCLID PARK APTS	RENT SUBSIDY	1,348.00 *
620862	FBC APARTMENTS	RENT SUBSIDY	811.00 *
620863	FIELDS, FLOYD H	RENT SUBSIDY	250.00 *
620864	FINCH, WENDY	RENT SUBSIDY	965.00 *
620865	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,162.00 *
620866	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	16,477.00 *
620867	FULLWOOD, DALE A	RENT SUBSIDY	760.00 *
620868	GANZ, KARL	RENT SUBSIDY	891.00 *
620869	GARCIA, ALBINO	RENT SUBSIDY	1,531.00 *
620870	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	RENT SUBSIDY	7,147.00 *
620871	GARDEN TERRACE ESTATES	RENT SUBSIDY	722.00 *
620872	GARZA, CAROL	RENT SUBSIDY	781.00 *
620873	GEORGIAN APTS	RENT SUBSIDY	931.00 *
620874	GIA VU, INC	RENT SUBSIDY	1,525.00 *
620875	GIGI APARTMENTS	RENT SUBSIDY	1,696.00 *
620876	GLENHAVEN MOBILODGE	RENT SUBSIDY	175.00 *
620877	GOMEZ, HENRY S.	RENT SUBSIDY	1,365.00 *
620878	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	1,074.00 *

PAGE TOTAL FOR "\*" LINES = 42,717.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620879	GRANDE APARTMENTS LP	RENT SUBSIDY	1,313.00 *
620880	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	361.00 *
620881	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	348.00 *
620882	GREENFIELDSDIE, LLC	RENT SUBSIDY	885.00 *
620883	VOID WARRANT		
620884	GROVE PARK L.P.	RENT SUBSIDY	53,146.00 *
620885	Grove Park LLC	RENT SUBSIDY	3,639.00 *
620886	GULMESOFF, JIM	RENT SUBSIDY	4,717.00 *
620887	GUSTIN, TIMOTHY M	RENT SUBSIDY	714.00 *
620888	HA OF SNOHOMISH COUNTY	RENT SUBSIDY	1,778.86 *
620889	HA, MANH MINH	RENT SUBSIDY	828.00 *
620890	HALL & ASSOCIATES, INC.	RENT SUBSIDY	3,915.00 *
620891	HAN, LINDA	RENT SUBSIDY	1,629.00 *
620892	HANSEN, RICHARD D	RENT SUBSIDY	1,147.00 *
620893	HARA, KULJIT	RENT SUBSIDY	703.00 *
620894	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	2,880.00 *
620895	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	25,792.00 *
620896	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	856.00 *
620897	HAWAII COUNTY HOUSING AGENCY	RENT SUBSIDY	777.78 *
620898	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	936.00 *
620899	HIROMOTO, JANE	RENT SUBSIDY	1,752.00 *
620900	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,003.00 *

PAGE TOTAL FOR "\*" LINES = 109,120.64

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620901	HO, PAULINE	RENT SUBSIDY	2,036.00 *
620902	HO, THOMAS P	RENT SUBSIDY	.962.00 *
620903	HOANG, JAMES	RENT SUBSIDY	3,085.00 *
620904	HOANG, LAN T	RENT SUBSIDY	1,777.00 *
620905	HOANG, LIEN	RENT SUBSIDY	1,909.00 *
620906	HOANG, LONG	RENT SUBSIDY	.982.00 *
620907	HOANG, TRACY	RENT SUBSIDY	1,045.00 *
620908	HOANG,NHAN TIEN	RENT SUBSIDY	1,118.00 *
620909	HOFFMAN,NICK	RENT SUBSIDY	688.00 *
620910	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	887.00 *
620911	HOPPE,SALLY	RENT SUBSIDY	1,011.00 *
620912	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	769.13 *
620913	HUNTINGTON WESTMINSTER APT,LLC	RENT SUBSIDY	1,193.00 *
620914	HUSS, DON	RENT SUBSIDY	856.00 *
620915	HUYNH, CHEN THI	RENT SUBSIDY	2,763.00 *
620916	HUYNH, JENNIFER	RENT SUBSIDY	1,418.00 *
620917	HUYNH, KIET	RENT SUBSIDY	2,676.00 *
620918	HUYNH, MINH HUOY	RENT SUBSIDY	1,324.00 *
620919	HUYNH, NATALIE N	RENT SUBSIDY	1,962.00 *
620920	HUYNH, PHILIP	RENT SUBSIDY	744.00 *
620921	HUYNH, RICHARD T	RENT SUBSIDY	1,561.00 *
620922	HUYNH, LONG BAO	RENT SUBSIDY	1,260.00 *

PAGE TOTAL FOR "\*" LINES = 32,026.13

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620923	HUYNH,NGHIA TRUNG	RENT SUBSIDY	580.00 *
620924	HUYNH,TRANG	RENT SUBSIDY	1,816.00 *
620925	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	2,168.00 *
620926	JANESKI, JERRY	RENT SUBSIDY	1,174.00 *
620927	JEANNE JURADO TRUSTEE C/O ELITE MANAGEMENT	RENT SUBSIDY	948.00 *
620928	JOHNSON,LINDA	RENT SUBSIDY	2,990.00 *
620929	JOMARC PROPERTIES LTD C/O ROSE BREE	RENT SUBSIDY	6,524.00 *
620930	JU, LIN J	RENT SUBSIDY	2,919.00 *
620931	K & K INVESTMENTS, LP	RENT SUBSIDY	1,815.00 *
620932	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	516.00 *
620933	KCM INVESTMENTS LLC	RENT SUBSIDY	1,307.00 *
620934	KDF HERMOSA LP	RENT SUBSIDY	4,136.00 *
620935	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	18,834.00 *
620936	KDF QV LP	RENT SUBSIDY	1,017.00 *
620937	KDF SEA WIND LP	RENT SUBSIDY	1,629.00 *
620938	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	3,004.00 *
620939	KENSINGTON GARDENS	RENT SUBSIDY	1,487.00 *
620940	KHEANG,SETH S	RENT SUBSIDY	1,823.00 *
620941	KIM, SON H	RENT SUBSIDY	3,021.00 *
620942	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	2,109.79 *
620943	KING, BERNARD	RENT SUBSIDY	1,108.00 *
620944	KITSELMAN, KENT M	RENT SUBSIDY	977.00 *

PAGE TOTAL FOR "\*" LINES = 61,902.79

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620945	KLEIN, MARTIN C/O ORANGE COUNTY PROPERTY MGT	RENT SUBSIDY	719.00 *
620946	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	6,936.00 *
620947	KOLSY, M I	RENT SUBSIDY	1,780.00 *
620948	KOTLYAR, ALISA	RENT SUBSIDY	916.00 *
620949	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
620950	KUO, EDWARD	RENT SUBSIDY	1,635.00 *
620951	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	901.00 *
620952	LA PALMA APTS L.P.	RENT SUBSIDY	884.00 *
620953	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	843.00 *
620954	LAM, ANDRE	RENT SUBSIDY	2,014.00 *
620955	LAM, CAM THI T	RENT SUBSIDY	720.00 *
620956	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,009.00 *
620957	LAM, THONG KIM	RENT SUBSIDY	1,792.00 *
620958	LARDERUCCIO, SAL	RENT SUBSIDY	1,174.00 *
620959	LAS FLORES APARTMENTS	RENT SUBSIDY	863.00 *
620960	LAU, STEPHEN	RENT SUBSIDY	1,807.00 *
620961	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	2,198.00 *
620962	LE MORNINGSIDE, LLC	RENT SUBSIDY	1,196.00 *
620963	LE, BILL B.Q.	RENT SUBSIDY	1,013.00 *
620964	LE, DANIEL	RENT SUBSIDY	975.00 *
620965	LE, DON	RENT SUBSIDY	622.00 *
620966	LE, DONALD	RENT SUBSIDY	886.00 *

PAGE TOTAL FOR "\*" LINES = 33,158.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620967	LE, HIEP THI	RENT SUBSIDY	1,604.00 *
620968	LE, JIMMY T	RENT SUBSIDY	1,911.00 *
620969	LE, JOHN TOAN	RENT SUBSIDY	1,548.00 *
620970	LE, KIM CHI THI	RENT SUBSIDY	2,906.00 *
620971	LE, LAN V.	RENT SUBSIDY	1,846.00 *
620972	LE, LANH VAN	RENT SUBSIDY	1,111.00 *
620973	LE, LYAN	RENT SUBSIDY	945.00 *
620974	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,187.00 *
620975	LE, NGA	RENT SUBSIDY	1,280.00 *
620976	LE, NGAT THI	RENT SUBSIDY	5,072.00 *
620977	LE, NGHIA V	RENT SUBSIDY	1,409.00 *
620978	LE, NGOC-MAI T	RENT SUBSIDY	1,431.00 *
620979	LE, PHU THI NOC	RENT SUBSIDY	779.00 *
620980	LE, TINA M	RENT SUBSIDY	999.00 *
620981	LE, TRACEY	RENT SUBSIDY	1,167.00 *
620982	LE, TRUNG ANH	RENT SUBSIDY	707.00 *
620983	LE, VICTOR	RENT SUBSIDY	1,382.00 *
620984	LE, VIET Q.	RENT SUBSIDY	986.00 *
620985	LE, YENNNHI	RENT SUBSIDY	1,923.00 *
620986	LE,ANH NGOC	RENT SUBSIDY	396.00 *
620987	LE,BAO GIA	RENT SUBSIDY	896.00 *
620988	LE,KIM Q	RENT SUBSIDY	1,034.00 *

PAGE TOTAL FOR "\*" LINES = 32,519.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
620989	LE, XAN NGOC	RENT SUBSIDY	1,097.00 *
620990	LE-MUNZER, HOABINH	RENT SUBSIDY	888.00 *
620991	LEE, DAVID OR TRINH	RENT SUBSIDY	851.00 *
620992	LIAO, ALICE	RENT SUBSIDY	1,915.00 *
620993	LIM, HONG S	RENT SUBSIDY	1,948.00 *
620994	LIN, DAVID	RENT SUBSIDY	2,088.00 *
620995	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,433.00 *
620996	LOUIE, CINDY W	RENT SUBSIDY	1,040.00 *
620997	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,944.00 *
620998	LUU, TUAN V	RENT SUBSIDY	1,270.00 *
620999	LY, THANH	RENT SUBSIDY	1,663.00 *
621000	LY, TUYEN X	RENT SUBSIDY	2,204.00 *
621001	MACDONALD, WILLIAM T	RENT SUBSIDY	3,327.00 *
621002	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	2,750.00 *
621003	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	972.00 *
621004	MAGNOLIA PLAZA	RENT SUBSIDY	661.00 *
621005	MAH, LARRY	RENT SUBSIDY	822.00 *
621006	MAI, ANN N	RENT SUBSIDY	2,273.00 *
621007	MAI, FRANK	RENT SUBSIDY	1,853.00 *
621008	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,025.00 *
621009	MAMMEN, TERRY	RENT SUBSIDY	3,965.00 *
621010	MANNIL, SUPUNNEE	RENT SUBSIDY	2,160.00 *

PAGE TOTAL FOR "\*" LINES = 38,149.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621011	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	2,765.00 *
621012	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP, INC	RENT SUBSIDY	3,401.00 *
621013	MAYER, LEOPOLD	RENT SUBSIDY	1,541.00 *
621014	MAYFIELD II, ARTHUR	RENT SUBSIDY	1,814.00 *
621015	MAZENKO, FRANCINE	RENT SUBSIDY	1,003.00 *
621016	MC GOFF, JOHN	RENT SUBSIDY	1,066.00 *
621017	MCCARTHY, CAMILLE D	RENT SUBSIDY	668.00 *
621018	MCCOWN, A R	RENT SUBSIDY	1,130.00 *
621019	MEAGHER, ELMER	RENT SUBSIDY	1,775.00 *
621020	MEHTA, JAGDISH P	RENT SUBSIDY	893.00 *
621021	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	522.00 *
621022	MEYSENBURG, MAURICE F.	RENT SUBSIDY	898.00 *
621023	MICKEY LESTER TRUST B	RENT SUBSIDY	2,126.00 *
621024	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	999.00 *
621025	MILLER, RONALD	RENT SUBSIDY	1,107.00 *
621026	MIRACLE MILE PROPERTIES, LP	RENT SUBSIDY	1,264.00 *
621027	MITTAL, MARK	RENT SUBSIDY	2,064.00 *
621028	MIYAMOTO, JEAN C/O MONTEREY PROPERTY	RENT SUBSIDY	725.00 *
621029	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	1,040.00 *
621030	MONARCH POINTE	RENT SUBSIDY	1,250.00 *
621031	MONARK, LP	RENT SUBSIDY	1,279.00 *
621032	MONTEBELLO, ANTHONY	RENT SUBSIDY	937.00 *

PAGE TOTAL FOR "\*" LINES = 30,267.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621033	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,076.00 *
621034	MY MONTECITO	RENT SUBSIDY	516.00 *
621035	NEW HORIZONVIEW, LLC	RENT SUBSIDY	1,957.00 *
621036	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,507.00 *
621037	NGHIEM, DANIEL	RENT SUBSIDY	9,074.00 *
621038	NGHIEM, THANH XUAN	RENT SUBSIDY	1,920.00 *
621039	NGO, ANDREW	RENT SUBSIDY	421.00 *
621040	NGO, DANNY	RENT SUBSIDY	1,087.00 *
621041	NGO, HONG DIEP LE	RENT SUBSIDY	943.00 *
621042	NGO, KIM	RENT SUBSIDY	841.00 *
621043	NGO, MARY	RENT SUBSIDY	4,552.00 *
621044	NGO, MIMI T	RENT SUBSIDY	1,219.00 *
621045	NGO, HOA KIM	RENT SUBSIDY	705.00 *
621046	NGUYEN, AN	RENT SUBSIDY	1,237.00 *
621047	NGUYEN, AN KIM	RENT SUBSIDY	911.00 *
621048	NGUYEN, ANH	RENT SUBSIDY	468.00 *
621049	NGUYEN, ANH-DAO	RENT SUBSIDY	909.00 *
621050	NGUYEN, ANTHONY	RENT SUBSIDY	1,036.00 *
621051	NGUYEN, BACH THI	RENT SUBSIDY	1,019.00 *
621052	NGUYEN, BICHLE T	RENT SUBSIDY	4,347.00 *
621053	NGUYEN, BINH NGOC	RENT SUBSIDY	1,649.00 *
621054	NGUYEN, BRYAN	RENT SUBSIDY	1,804.00 *

PAGE TOTAL FOR "\*" LINES = 39,198.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621055	NGUYEN, CHARLIE	RENT SUBSIDY	1,246.00 *
621056	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,115.00 *
621057	NGUYEN, CUONG	RENT SUBSIDY	1,083.00 *
621058	NGUYEN, D DUY MD	RENT SUBSIDY	989.00 *
621059	NGUYEN, DENISE LOAN THU	RENT SUBSIDY	1,363.00 *
621060	NGUYEN, FRANK M	RENT SUBSIDY	1,476.00 *
621061	NGUYEN, HANH V	RENT SUBSIDY	1,398.00 *
621062	NGUYEN, HOA THI	RENT SUBSIDY	917.00 *
621063	NGUYEN, HOC VAN	RENT SUBSIDY	3,696.00 *
621064	NGUYEN, HUAN NGOC	RENT SUBSIDY	1,593.00 *
621065	NGUYEN, HUNG	RENT SUBSIDY	1,859.00 *
621066	NGUYEN, HUNG THANH	RENT SUBSIDY	472.00 *
621067	NGUYEN, HUNG X	RENT SUBSIDY	1,140.00 *
621068	NGUYEN, JOHN QUANG	RENT SUBSIDY	1,595.00 *
621069	NGUYEN, JOHNATHON	RENT SUBSIDY	1,258.00 *
621070	NGUYEN, KHANH DANG	RENT SUBSIDY	697.00 *
621071	NGUYEN, KHOI	RENT SUBSIDY	1,495.00 *
621072	NGUYEN, LE THUY	RENT SUBSIDY	1,051.00 *
621073	NGUYEN, LOAN THANH	RENT SUBSIDY	949.00 *
621074	NGUYEN, LUONG	RENT SUBSIDY	961.00 *
621075	NGUYEN, MAI C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	1,227.00 *
621076	NGUYEN, MICHELLE M	RENT SUBSIDY	1,329.00 *

PAGE TOTAL FOR "\*" LINES = 28,909.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621077	NGUYEN, MY THI	RENT SUBSIDY	1,008.00 *
621078	NGUYEN, NGHIA	RENT SUBSIDY	1,646.00 *
621079	NGUYEN, NICOLE U	RENT SUBSIDY	1,425.00 *
621080	NGUYEN, PETER L OR MAI, HAI T. C/O 999 INVESTMENT REALTY,	INRENT SUBSIDY	1,263.00 *
621081	NGUYEN, QUAN	RENT SUBSIDY	1,939.00 *
621082	NGUYEN, QUANG M	RENT SUBSIDY	1,047.00 *
621083	NGUYEN, SON DINH	RENT SUBSIDY	1,161.00 *
621084	NGUYEN, STEVE	RENT SUBSIDY	1,262.00 *
621085	NGUYEN, STEVE T	RENT SUBSIDY	2,599.00 *
621086	NGUYEN, STEVEN	RENT SUBSIDY	837.00 *
621087	NGUYEN, STEVEN	RENT SUBSIDY	2,143.00 *
621088	NGUYEN, STEVENS	RENT SUBSIDY	1,843.00 *
621089	NGUYEN, TAM N	RENT SUBSIDY	1,181.00 *
621090	NGUYEN, TAN QUAN	RENT SUBSIDY	793.00 *
621091	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	2,803.00 *
621092	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,611.00 *
621093	NGUYEN, THIEN THI	RENT SUBSIDY	1,234.00 *
621094	NGUYEN, THOMAS	RENT SUBSIDY	1,500.00 *
621095	NGUYEN, THU-ANH	RENT SUBSIDY	1,868.00 *
621096	NGUYEN, THUYHUONG THI	RENT SUBSIDY	918.00 *
621097	NGUYEN, TIENG KIM	RENT SUBSIDY	1,722.00 *
621098	NGUYEN, TIMMY	RENT SUBSIDY	242.00 *

PAGE TOTAL FOR "\*" LINES = 32,045.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621099	NGUYEN, TRACY TRUC	RENT SUBSIDY	894.00 *
621100	NGUYEN, TU THANH	RENT SUBSIDY	1,497.00 *
621101	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,771.00 *
621102	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,454.00 *
621103	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,063.00 *
621104	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,052.00 *
621105	NGUYEN, VAN	RENT SUBSIDY	442.00 *
621106	NGUYEN, VAN HUY	RENT SUBSIDY	1,664.00 *
621107	NGUYEN, VU C/O BMH PROPERTY MANAGEMENT	RENT SUBSIDY	1,209.00 *
621108	NGUYEN, CANG	RENT SUBSIDY	1,019.00 *
621109	NGUYEN, CUONG CHI	RENT SUBSIDY	2,536.00 *
621110	NGUYEN, HAN	RENT SUBSIDY	662.00 *
621111	NGUYEN, HUYEN T.T.	RENT SUBSIDY	2,994.00 *
621112	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,199.00 *
621113	NGUYEN, LANI LAN T	RENT SUBSIDY	884.00 *
621114	NGUYEN, LEYNA T	RENT SUBSIDY	1,027.00 *
621115	NGUYEN, MICHELLE	RENT SUBSIDY	2,527.00 *
621116	NGUYEN, NICOLE UYEN	RENT SUBSIDY	589.00 *
621117	NGUYEN, PAUL	RENT SUBSIDY	1,213.00 *
621118	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,005.00 *
621119	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,591.00 *
621120	NGUYEN, THANH	RENT SUBSIDY	3,868.00 *

PAGE TOTAL FOR "\*" LINES = 32,160.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621121	NGUYEN, THANH-NGHIA	RENT SUBSIDY	123.00 *
621122	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,157.00 *
621123	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	485.00 *
621124	NGUYEN, TON SANH	RENT SUBSIDY	641.00 *
621125	NGUYEN, TRACY	RENT SUBSIDY	1,485.00 *
621126	NGUYEN, TUNG	RENT SUBSIDY	2,177.00 *
621127	NGUYEN, WIN	RENT SUBSIDY	1,037.00 *
621128	NGUYEN, XUAN YEN	RENT SUBSIDY	873.00 *
621129	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,122.00 *
621130	NHAN, VU	RENT SUBSIDY	1,510.00 *
621131	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	887.00 *
621132	NORTHWOOD PLACE	RENT SUBSIDY	3,284.00 *
621133	OLSEN, MARIEL J	RENT SUBSIDY	1,213.00 *
621134	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	24,578.00 *
621135	ORANGE TREE APTS-RENTAL OFFICE	RENT SUBSIDY	15,544.00 *
621136	OZAKI, SUIKO	RENT SUBSIDY	890.00 *
621137	PAHU, BRADRAKUMAR L	RENT SUBSIDY	762.00 *
621138	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,006.00 *
621139	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	1,416.00 *
621140	PARISIAN APARTMENTS, LP	RENT SUBSIDY	1,140.00 *
621141	PARK RIDGE APARTMENTS	RENT SUBSIDY	878.00 *
621142	PARK, JIN	RENT SUBSIDY	1,211.00 *

PAGE TOTAL FOR "\*" LINES = 64,419.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621143	PARK, CHONG PIL	RENT SUBSIDY	1,054.00 *
621144	PATEL, SMITA DIPAK	RENT SUBSIDY	1,112.00 *
621145	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,120.00 *
621146	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	1,287.00 *
621147	PHAM, BINH Q	RENT SUBSIDY	1,265.00 *
621148	PHAM, CAROLINE	RENT SUBSIDY	840.00 *
621149	PHAM, CHAU N.	RENT SUBSIDY	1,003.00 *
621150	PHAM, CHIEN DINH	RENT SUBSIDY	1,592.00 *
621151	PHAM, DAVID DUNG	RENT SUBSIDY	1,447.00 *
621152	PHAM, DUNG TIEN	RENT SUBSIDY	1,387.00 *
621153	PHAM, HOANG	RENT SUBSIDY	1,877.00 *
621154	PHAM, LIEN	RENT SUBSIDY	1,040.00 *
621155	PHAM, MINH VAN	RENT SUBSIDY	1,025.00 *
621156	PHAM, NGHIA	RENT SUBSIDY	1,235.00 *
621157	PHAM, QUYEN	RENT SUBSIDY	758.00 *
621158	PHAM, QUYNH GIAO	RENT SUBSIDY	1,110.00 *
621159	PHAM, QUYNH GIAO	RENT SUBSIDY	1,225.00 *
621160	PHAM, RICHARD	RENT SUBSIDY	1,185.00 *
621161	PHAM, TAP VAN	RENT SUBSIDY	621.00 *
621162	PHAM, THUY T T	RENT SUBSIDY	1,353.00 *
621163	PHAM, TIM	RENT SUBSIDY	2,595.00 *
621164	PHAM, TUAN A.	RENT SUBSIDY	1,055.00 *

PAGE TOTAL FOR "\*" LINES = 27,186.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621165	PHAM, TUNG	RENT SUBSIDY	1,262.00 *
621166	PHAM, VAN LOAN THI	RENT SUBSIDY	931.00 *
621167	PHAM, VANTHI	RENT SUBSIDY	1,289.00 *
621168	PHAM, VU	RENT SUBSIDY	1,038.00 *
621169	PHAM, XUANNHA T	RENT SUBSIDY	997.00 *
621170	PHAM, HELEN	RENT SUBSIDY	928.00 *
621171	PHAM, KHANG	RENT SUBSIDY	994.00 *
621172	PHAM, LOAN ANH THI	RENT SUBSIDY	924.00 *
621173	PHAN, TAMMY	RENT SUBSIDY	1,243.00 *
621174	PHAN, VIET TU	RENT SUBSIDY	681.00 *
621175	PHAN, VIVIAN	RENT SUBSIDY	993.00 *
621176	PHAN, DON	RENT SUBSIDY	1,365.00 *
621177	PHAN, THUY-TIEN	RENT SUBSIDY	1,096.00 *
621178	PHUNG, THICH VAN	RENT SUBSIDY	1,352.00 *
621179	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	822.00 *
621180	PINEMEADOWS APARTMENTS ATTN: LEASING OFFICE	RENT SUBSIDY	1,523.00 *
621181	PLYMOUTH HRA	RENT SUBSIDY	617.63 *
621182	POKAL, SAILESH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	861.00 *
621183	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,383.00 *
621184	PP TT, LLC	RENT SUBSIDY	2,199.00 *
621185	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,125.00 *
621186	QUAN, VAN-LAN	RENT SUBSIDY	894.00 *

PAGE TOTAL FOR "\*" LINES = 24,517.63

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621187	RAMIREZ, RAYMOND	RENT SUBSIDY	1,407.00 *
621188	RANCHO ALISAL	RENT SUBSIDY	1,957.00 *
621189	RANCHO TIERRA APARTMENTS	RENT SUBSIDY	1,826.00 *
621190	RATANJEE, D M	RENT SUBSIDY	1,648.00 *
621191	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	670.00 *
621192	REGIONAL HOUSING AUTHORITY OF SUTTER AND NEVADA COUNTIES	RENT SUBSIDY	198.68 *
621193	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,298.00 *
621194	ROANOKE INC	RENT SUBSIDY	1,150.00 *
621195	ROBERTA APTS LP	RENT SUBSIDY	3,169.00 *
621196	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,029.00 *
621197	S.E. AMSTER	RENT SUBSIDY	901.00 *
621198	SABUNJIAN, MIHRAN	RENT SUBSIDY	5,963.00 *
621199	SACRAMENTO HOUSING	RENT SUBSIDY	322.55 *
621200	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,407.00 *
621201	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	905.06 *
621202	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	715.58 *
621203	SAN MARCO APTS	RENT SUBSIDY	559.00 *
621204	SAN MARINO VILLAS APTS	RENT SUBSIDY	809.00 *
621205	SANTA ANA HOUSING AUTHORITY	RENT SUBSIDY	15,569.08 *
621206	SARGENT, PAT	RENT SUBSIDY	1,025.00 *
621207	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	2,056.00 *
621208	SCHWERMANN, CELESTE	RENT SUBSIDY	1,244.00 *

PAGE TOTAL FOR "\*" LINES = 45,828.95

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621209	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	1,003.00 *
621210	SERRANO WOODS, LP	RENT SUBSIDY	1,096.00 *
621211	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	5,246.00 *
621212	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	743.00 *
621213	SILO NORTHEAST, LLC	RENT SUBSIDY	1,779.00 *
621214	SILVERSTEIN, IRVIN C/O SMI PROPERTIES	RENT SUBSIDY	850.00 *
621215	SILVERSTEIN, MARILYN	RENT SUBSIDY	889.00 *
621216	SPRINGSIDE, LLC	RENT SUBSIDY	4,373.00 *
621217	STANTON GROUP THREE, LLC	RENT SUBSIDY	2,357.00 *
621218	STEWART PROPERTIES	RENT SUBSIDY	856.00 *
621219-621220	VOID WARRANTS		
621221	SUMAC APARTMENT LLC	RENT SUBSIDY	394.00 *
621222	SUNNYGATE, LLC	RENT SUBSIDY	3,097.00 *
621223	TA, DAVID	RENT SUBSIDY	1,227.00 *
621224	TA, THAI T.	RENT SUBSIDY	1,338.00 *
621225	TA, VINH	RENT SUBSIDY	1,722.00 *
621226	TAHAMI, ALI	RENT SUBSIDY	1,500.00 *
621227	TALLEN, LLC	RENT SUBSIDY	3,342.00 *
621228	TAMERLANE APARTMENTS	RENT SUBSIDY	1,717.00 *
621229	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	2,093.00 *
621230	TANG, KIM VAN	RENT SUBSIDY	1,685.00 *
621231	TERESINA APARTMENTS	RENT SUBSIDY	1,087.00 *

PAGE TOTAL FOR "\*" LINES = 38,394.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621232	THACH, HENRY	RENT SUBSIDY	1,795.00 *
621233	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	821.00 *
621234	THE FLORENTINE APTS	RENT SUBSIDY	922.00 *
621235	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,175.00 *
621236	THE KNOLLS	RENT SUBSIDY	91.00 *
621237	THE MEDITERRANEAN APTS	RENT SUBSIDY	872.00 *
621238	THE ROSE GARDEN APTS	RENT SUBSIDY	4,587.00 *
621239	THOMSON EQUITIES	RENT SUBSIDY	909.00 *
621240	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	2,602.00 *
621241	TLHA DOTY, LLC C/O MASHCOLE PROPERTY MGMT	RENT SUBSIDY	3,082.00 *
621242	TLHA PALM LLC	RENT SUBSIDY	1,824.00 *
621243	TOPADVANCED, LLC	RENT SUBSIDY	2,035.00 *
621244	TRAN, ALINE	RENT SUBSIDY	1,450.00 *
621245	TRAN, ANDREW	RENT SUBSIDY	1,241.00 *
621246	TRAN, ANDREW	RENT SUBSIDY	3,017.00 *
621247	TRAN, ANH TUYET T	RENT SUBSIDY	1,041.00 *
621248	TRAN, ANNIE N	RENT SUBSIDY	765.00 *
621249	TRAN, BAC	RENT SUBSIDY	1,047.00 *
621250	TRAN, CATHY	RENT SUBSIDY	976.00 *
621251	TRAN, EDWARD T	RENT SUBSIDY	1,128.00 *
621252	TRAN, FREDERICK M	RENT SUBSIDY	1,179.00 *
621253	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,596.00 *

PAGE TOTAL FOR "\*" LINES = 42,155.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621254	TRAN, HO VAN	RENT SUBSIDY	4,766.00 *
621255	TRAN, HOA THU	RENT SUBSIDY	1,151.00 *
621256	TRAN, HUNG QUOC	RENT SUBSIDY	876.00 *
621257	TRAN, JIM DUC	RENT SUBSIDY	1,491.00 *
621258	TRAN, JOSEPH QUANG	RENT SUBSIDY	696.00 *
621259	TRAN, JOSEPHINE	RENT SUBSIDY	3,202.00 *
621260	TRAN, KEVIN THANH	RENT SUBSIDY	893.00 *
621261	TRAN, KIM	RENT SUBSIDY	1,836.00 *
621262	TRAN, KIM VAN	RENT SUBSIDY	1,196.00 *
621263	TRAN, LINDA L	RENT SUBSIDY	1,224.00 *
621264	TRAN, LUCIA THUY	RENT SUBSIDY	1,022.00 *
621265	TRAN, MY T	RENT SUBSIDY	801.00 *
621266	TRAN, NGOCLAN THI	RENT SUBSIDY	1,187.00 *
621267	TRAN, NHUT NGUYEN	RENT SUBSIDY	1,912.00 *
621268	TRAN, SHELLY	RENT SUBSIDY	894.00 *
621269	TRAN, TAM MINH	RENT SUBSIDY	1,310.00 *
621270	TRAN, TAN MANH	RENT SUBSIDY	1,054.00 *
621271	TRAN, THERESA T	RENT SUBSIDY	830.00 *
621272	TRAN, TIEN	RENT SUBSIDY	748.00 *
621273	TRAN, TRI	RENT SUBSIDY	1,271.00 *
621274	TRAN, TUNG	RENT SUBSIDY	1,243.00 *
621275	TRAN, VAN	RENT SUBSIDY	777.00 *

PAGE TOTAL FOR "\*" LINES = 30,380.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621276	TRAN, VICTORIA	RENT SUBSIDY	839.00 *
621277	TRAN,HAU	RENT SUBSIDY	1,207.00 *
621278	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	872.00 *
621279	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	687.00 *
621280	TRIEU, HONG QUANG C/O FOCUS PROPERTY SERVICES	RENT SUBSIDY	960.00 *
621281	TRINH, HAI	RENT SUBSIDY	1,652.00 *
621282	TRINH, THANH-MAI	RENT SUBSIDY	1,782.00 *
621283	TRINH, TRANG N	RENT SUBSIDY	872.00 *
621284	TRINH, TUAN	RENT SUBSIDY	444.00 *
621285	TRUONG, BAY LE	RENT SUBSIDY	1,069.00 *
621286	TRUONG, DUNG T	RENT SUBSIDY	487.00 *
621287	TRUONG, HANH NGOC	RENT SUBSIDY	1,010.00 *
621288	TRUONG, THUAN BICH	RENT SUBSIDY	994.00 *
621289	TRUONG, THUAN BICH	RENT SUBSIDY	2,961.00 *
621290	TRUONG,QUYEN MY	RENT SUBSIDY	1,182.00 *
621291	TRUONG,SON BICH	RENT SUBSIDY	1,448.00 *
621292-621293	VOID WARRANTS		
621294	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	60,886.00 *
621295	TURI, ANGELO S	RENT SUBSIDY	2,443.00 *
621296	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,337.00 *
621297	V & M RASMUSSEN PROPERTIES,LLC	RENT SUBSIDY	698.00 *
621298	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	10,098.00 *

PAGE TOTAL FOR "\*" LINES = 93,928.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621299	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	750.00 *
621300	VAZQUEZ,ARTURO ENRIQUEZ	RENT SUBSIDY	2,608.00 *
621301	VERSAILLES APTS	RENT SUBSIDY	3,190.00 *
621302	VILLA CAPRI ESTATES	RENT SUBSIDY	920.00 *
621303	VILLA, ROSENDO AND/OR ENEDINA	RENT SUBSIDY	565.00 *
621304	VILLAGE PROPERTY MGMT	RENT SUBSIDY	11,118.00 *
621305	VILLAGE PROPERTY MGMT	RENT SUBSIDY	924.00 *
621306	VINH,THUA	RENT SUBSIDY	305.00 *
621307	VIRAMONTES, ARTHUR E	RENT SUBSIDY	733.00 *
621308	VISTA DEL SOL APTS	RENT SUBSIDY	1,019.00 *
621309	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	833.00 *
621310	VO, KHANH MAI	RENT SUBSIDY	4,471.00 *
621311	VO, KIMCHI	RENT SUBSIDY	1,695.00 *
621312	VO, LAN KHAI THI	RENT SUBSIDY	1,187.00 *
621313	VO, LE	RENT SUBSIDY	1,433.00 *
621314	VO, NAM T	RENT SUBSIDY	485.00 *
621315	VO, TIN TRUNG	RENT SUBSIDY	807.00 *
621316	VOLE, TINA NGA	RENT SUBSIDY	694.00 *
621317	VPM MANAGEMENT	RENT SUBSIDY	843.00 *
621318	VU, DAVID	RENT SUBSIDY	690.00 *
621319	VU, LEO M	RENT SUBSIDY	1,745.00 *
621320	VU, LONG DUC	RENT SUBSIDY	846.00 *

PAGE TOTAL FOR "\*" LINES = 37,861.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621321	VU, MARY ANN	RENT SUBSIDY	686.00 *
621322	VU, NAM H	RENT SUBSIDY	846.00 *
621323	VU, TAN DUOY	RENT SUBSIDY	1,105.00 *
621324	VU, THAI	RENT SUBSIDY	1,363.00 *
621325	VU, DANNY	RENT SUBSIDY	548.00 *
621326	WALDEN APTS	RENT SUBSIDY	3,662.00 *
621327	WALDEN GLEN APTS	RENT SUBSIDY	933.00 *
621328	WAN, HO PONG	RENT SUBSIDY	819.00 *
621329	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,248.90 *
621330	WEGENER, STELLA	RENT SUBSIDY	901.00 *
621331	WEI, FRANCIS	RENT SUBSIDY	118.00 *
621332	WEISER, IRVING	RENT SUBSIDY	2,472.00 *
621333	WEISSER INVESTMENTS	RENT SUBSIDY	7,082.00 *
621334	WEST, NEIL E	RENT SUBSIDY	946.00 *
621335	WESTCHESTER PARK LP	RENT SUBSIDY	1,285.00 *
621336	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	5,647.00 *
621337	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	7,009.00 *
621338	WHITTLESEY, MARK	RENT SUBSIDY	1,188.00 *
621339	WICK, CINDY OR ED	RENT SUBSIDY	912.00 *
621340	WILLOWICK ROYAL-MANAGER OFFICE	RENT SUBSIDY	306.00 *
621341	WILSHIRE CREST	RENT SUBSIDY	1,151.00 *
621342	WINDMILL APARTMENTS	RENT SUBSIDY	4,968.00 *

PAGE TOTAL FOR "\*" LINES = 45,195.90

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621343	WINDSOR TOWNE LP	RENT SUBSIDY	730.00 *
621344	WINDSOR-DAWSON LP	RENT SUBSIDY	5,288.00 *
621345	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,678.00 *
621346	WOODBURY SQUARE	RENT SUBSIDY	1,258.00 *
621347	WURZELL, DAVID P.	RENT SUBSIDY	1,381.00 *
621348	YIANG, VINCE	RENT SUBSIDY	1,025.00 *
621349	YOUNG, HENRY H	RENT SUBSIDY	842.00 *
621350	ZHAO, GEORGE	RENT SUBSIDY	971.00 *
W620746	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	6,789.00 *
W620747	19822 BROOKHURST, LLC	RENT SUBSIDY	2,131.00 *
W620748	2300 W EL SEGUNDO, L.P. C/O SWAMI INT	RENT SUBSIDY	8,885.00 *
W620749	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	3,371.00 *
W620750	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	51,602.00 *
W620755	ALLARD APARTMENT, LLC	RENT SUBSIDY	8,613.00 *
W620756	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	3,120.00 *
W620760	AP HIGA-HIGA, LLC	RENT SUBSIDY	7,106.00 *
W620763	AUGUSTA GROUP INVESTMENTS, LLC	RENT SUBSIDY	706.00 *
W620764	AYNEM INVESTMENTS, LP C/O A & M PROP	RENT SUBSIDY	17,654.00 *
W620765	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	2,102.00 *
W620768	BEHRENS PROPERTIES, LLC	RENT SUBSIDY	1,498.00 *
W620769	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	3,509.00 *
W620771	BOZARJIAN, RICHARD	RENT SUBSIDY	27,813.00 *

PAGE TOTAL FOR "\*" LINES = 159,072.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W620772	BREA WOODS SENIOR APTS, LLC	RENT SUBSIDY	375.00 *
W620777	BUI, BACH	RENT SUBSIDY	1,005.00 *
W620778	BUI, DUNG	RENT SUBSIDY	1,081.00 *
W620779	BUI, KIMBERLY	RENT SUBSIDY	2,118.00 *
W620782	BUI, MONICA	RENT SUBSIDY	2,648.00 *
W620785	BUI, THUAN	RENT SUBSIDY	3,191.00 *
W620786	BUI, TRIET THO-MINH	RENT SUBSIDY	2,719.00 *
W620788	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	2,428.00 *
W620791	CAO, MYTRANG	RENT SUBSIDY	3,073.00 *
W620792	CAO, XUAN	RENT SUBSIDY	6,366.00 *
W620794	CERVANTES JR, ARTEMIO	RENT SUBSIDY	614.00 *
W620795	CHAN, KOU LEAN	RENT SUBSIDY	6,284.00 *
W620797	CHAU, ALICE	RENT SUBSIDY	5,250.00 *
W620798	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,399.00 *
W620803	CHIANG, LI-YONG	RENT SUBSIDY	13,152.00 *
W620805	CLIFTON, KATHLEEN P	RENT SUBSIDY	902.00 *
W620806	COAST TO COAST INVESTMENT GROUP, LLC	RENT SUBSIDY	4,340.00 *
W620808	CONTINENTAL GARDENS APTS	RENT SUBSIDY	24,098.00 *
W620809	COURTYARD FULLERTON AR L.P. DBA COURTYARD APTS - OFFICE	RENT SUBSIDY	971.00 *
W620811	CROCKETT, JACK	RENT SUBSIDY	3,652.00 *
W620812	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	6,690.00 *
W620813	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,903.00 *

PAGE TOTAL FOR "\*" LINES = 96,259.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W620814	DAM, BINH DINH	RENT SUBSIDY	1,252.00 *
W620815	DANG, CHINH VAN	RENT SUBSIDY	1,541.00 *
W620816	DAO, AILEEN A	RENT SUBSIDY	1,143.00 *
W620817	DAO, MINH	RENT SUBSIDY	3,515.00 *
W620818	DAO, TU VAN	RENT SUBSIDY	10,606.00 *
W620823	DINH, KATHLEEN	RENT SUBSIDY	5,859.00 *
W620824	DINH, LAN THAI	RENT SUBSIDY	4,557.00 *
W620827	DNK PROPERTY LLC	RENT SUBSIDY	11,718.00 *
W620830	DO, KENNETH	RENT SUBSIDY	1,738.00 *
W620833	DO, NANCY	RENT SUBSIDY	815.00 *
W620835	DO, THUY THI	RENT SUBSIDY	2,770.00 *
W620836	DO, TINA	RENT SUBSIDY	6,482.00 *
W620837	DOAN, DUNG VAN	RENT SUBSIDY	4,612.00 *
W620838	DONG, MINH TRANG	RENT SUBSIDY	12,487.00 *
W620839	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	772.00 *
W620840	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	10,089.00 *
W620843	DUNNETT, DAVID F	RENT SUBSIDY	3,405.00 *
W620844	DUONG, HONG MANH	RENT SUBSIDY	823.00 *
W620846	DUONG, MINH B	RENT SUBSIDY	4,274.00 *
W620849	DV-DEVELOPMENT & INVESTMENT, LLC	RENT SUBSIDY	2,839.00 *
W620852	EHLE, GERALD	RENT SUBSIDY	863.00 *
W620855	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	8,259.00 *

PAGE TOTAL FOR "\*" LINES = 100,419.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W620856	ELIAS CAPITAL GROUP, LLC C/O LIDO PROPERTY MGMT	RENT SUBSIDY	2,938.00 *
W620857	EMERALD FIELD, LLC	RENT SUBSIDY	6,032.00 *
W620861	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	10,981.99 *
W620864	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	3,158.00 *
W620866	FRECHTMAN, WILLIAM	RENT SUBSIDY	3,888.00 *
W620869	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,763.00 *
W620870	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	4,796.00 *
W620873	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,211.00 *
W620874	GIACALONE, BRIGITTE	RENT SUBSIDY	877.00 *
W620881	GREEN, WILLIAM C/O G REYES	RENT SUBSIDY	1,099.00 *
W620882	GREENHOUSE APARTMENTS	RENT SUBSIDY	1,087.00 *
W620887	HA OF DEKALB COUNTY	RENT SUBSIDY	4,250.96 *
W620888	HA, KHIEM Q	RENT SUBSIDY	1,817.00 *
W620889	HAH, CHENG	RENT SUBSIDY	1,843.00 *
W620892	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,250.00 *
W620895	HAU, STEVEN	RENT SUBSIDY	1,799.00 *
W620897	HELMS, CHARLES	RENT SUBSIDY	731.00 *
W620898	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	730.00 *
W620900	HO, HENRY HOI	RENT SUBSIDY	7,383.00 *
W620902	HO, TIM	RENT SUBSIDY	3,245.00 *
W620907	HOANG, LANG	RENT SUBSIDY	837.00 *
W620910	HONG, GEORGE	RENT SUBSIDY	1,291.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W620912	HSU, CHANG-HUA LIU	RENT SUBSIDY	4,626.00 *
W620915	HUYNH, DUONG P	RENT SUBSIDY	3,175.00 *
W620916	HUYNH, KELVIN	RENT SUBSIDY	1,056.00 *
W620917	HUYNH, LOAN	RENT SUBSIDY	1,511.00 *
W620918	HUYNH, MINH T MAI	RENT SUBSIDY	814.00 *
W620921	HUYNH, SALLY B	RENT SUBSIDY	3,955.00 *
W620924	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	10,610.00 *
W620925	JACKSON PALMS APARTMENTS, LLC	RENT SUBSIDY	2,678.00 *
W620927	JOHNSON, NATHAN D.	RENT SUBSIDY	11,944.00 *
W620929	JTK & ASSOCIATES	RENT SUBSIDY	1,127.00 *
W620930	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	10,066.00 *
W620931	KAID MALINDA INVESTMENT INC	RENT SUBSIDY	3,068.00 *
W620932	KAY VEE, LLC	RENT SUBSIDY	918.00 *
W620937	KEH, LU-YONG	RENT SUBSIDY	3,553.00 *
W620938	KELLEY, ROBERT	RENT SUBSIDY	3,357.00 *
W620939	KHA, CAM MY	RENT SUBSIDY	4,349.00 *
W620940	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	4,487.00 *
W620941	KIM, HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	1,025.00 *
W620942	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	5,477.00 *
W620945	KLUNK, MARILYN c/o SHEPHERD PROPERTIES	RENT SUBSIDY	3,375.00 *
W620952	LAGUNA HILLS TRAVELODGE LLC ATTEN: OFFICE	RENT SUBSIDY	24,620.00 *
W620953	LAKESIDE ASSOCIATION	RENT SUBSIDY	6,902.00 *

PAGE TOTAL FOR "\*" LINES = 112,693.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W620955	LAM, HAI	RENT SUBSIDY	9,561.00 *
W620957	LAM, DUY M	RENT SUBSIDY	14,631.00 *
W620966	LE, HIEN QUANG	RENT SUBSIDY	1,261.00 *
W620967	LE, HONG PHUC THI	RENT SUBSIDY	1,531.00 *
W620969	LE, KIM ANH THI	RENT SUBSIDY	945.00 *
W620971	LE, LANH C	RENT SUBSIDY	1,440.00 *
W620972	LE, LY PHUONG	RENT SUBSIDY	988.00 *
W620973	LE, MICHAEL	RENT SUBSIDY	1,746.00 *
W620978	LE, NGUYEN NHU	RENT SUBSIDY	975.00 *
W620979	LE, TAN T	RENT SUBSIDY	8,994.00 *
W620982	LE, TRUNG T	RENT SUBSIDY	1,006.00 *
W620990	LEDUC, MONIQUE	RENT SUBSIDY	1,412.00 *
W620991	LEUNG, ROGER	RENT SUBSIDY	4,115.00 *
W620994	LIN, EEL-YU	RENT SUBSIDY	12,078.00 *
W620995	LOTUS PROPERTIES	RENT SUBSIDY	4,136.00 *
W620996	LUONG, ALAN D	RENT SUBSIDY	3,071.00 *
W620998	LUVIE CORPORATION	RENT SUBSIDY	5,945.00 *
W620999	LY, TRANH	RENT SUBSIDY	1,477.00 *
W621000	LY, XUAN GRACE LINH	RENT SUBSIDY	1,935.00 *
W621007	MAI, CHUCK	RENT SUBSIDY	4,845.00 *
W621010	MARIPOSA PROPERTIES	RENT SUBSIDY	843.00 *
W621011	MAUREEN APARTMENTS NO.2 LP ATTN: GILBERTO GONZALEZ, MGR	RENT SUBSIDY	3,416.00 *

PAGE TOTAL FOR "\*" LINES = 86,351.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621018	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	2,447.00 *
W621019	MEAK, MANH	RENT SUBSIDY	1,310.00 *
W621024	MIKE & KATHY LEE LP	RENT SUBSIDY	2,807.00 *
W621034	N&V DEVELOPMENT, LLC	RENT SUBSIDY	19,120.00 *
W621036	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	2,656.00 *
W621042	NGO, LOC T	RENT SUBSIDY	912.00 *
W621044	NGO, VINCE K	RENT SUBSIDY	1,163.00 *
W621047	NGUYEN, ANDREW Q	RENT SUBSIDY	1,554.00 *
W621049	NGUYEN, ANNIE	RENT SUBSIDY	1,364.00 *
W621050	NGUYEN, AUNDREY N	RENT SUBSIDY	890.00 *
W621053	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	5,846.00 *
W621054	NGUYEN, CALVIN H	RENT SUBSIDY	1,875.00 *
W621055	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,822.00 *
W621056	NGUYEN, CHUONG	RENT SUBSIDY	1,193.00 *
W621057	NGUYEN, CUONG C/O LUKE NGUYEN	RENT SUBSIDY	1,640.00 *
W621058	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,618.00 *
W621059	NGUYEN, DUONG	RENT SUBSIDY	5,453.00 *
W621061	NGUYEN, HOA THI	RENT SUBSIDY	5,366.00 *
W621064	NGUYEN, HUE THI	RENT SUBSIDY	1,134.00 *
W621067	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	1,855.00 *
W621069	NGUYEN, KENNETH	RENT SUBSIDY	1,931.00 *
W621070	NGUYEN, KHANH VAN	RENT SUBSIDY	1,140.00 *

PAGE TOTAL FOR "\*" LINES = 65,096.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621071	NGUYEN, LANIE	RENT SUBSIDY	8,693.00 *
W621072	NGUYEN, LINDA	RENT SUBSIDY	1,998.00 *
W621073	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,754.00 *
W621074	NGUYEN, LYNDIA	RENT SUBSIDY	55.00 *
W621075	NGUYEN, MAN M	RENT SUBSIDY	4,943.00 *
W621076	NGUYEN, MIMI	RENT SUBSIDY	1,074.00 *
W621077	NGUYEN, MYRA D	RENT SUBSIDY	12,946.00 *
W621079	NGUYEN, PETER	RENT SUBSIDY	3,736.00 *
W621080	NGUYEN, PHUONG MY THI	RENT SUBSIDY	9,777.00 *
W621090	NGUYEN, THAI DUC	RENT SUBSIDY	1,520.00 *
W621091	NGUYEN, THANH-LE	RENT SUBSIDY	1,566.00 *
W621093	NGUYEN, THINH QUOC	RENT SUBSIDY	2,722.00 *
W621095	NGUYEN, THUAN C	RENT SUBSIDY	2,860.00 *
W621097	NGUYEN, TIEP	RENT SUBSIDY	1,803.00 *
W621101	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,766.00 *
W621106	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	1,116.00 *
W621107	NGUYEN, XUAN THI	RENT SUBSIDY	1,427.00 *
W621109	NGUYEN, DUNG VAN	RENT SUBSIDY	2,696.00 *
W621110	NGUYEN, HUY	RENT SUBSIDY	1,711.00 *
W621111	NGUYEN, JAMES	RENT SUBSIDY	884.00 *
W621115	NGUYEN, MINH NGOC	RENT SUBSIDY	1,124.00 *
W621118	NGUYEN, PERRY	RENT SUBSIDY	1,060.00 *

PAGE TOTAL FOR "\*" LINES = 70,231.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621122	NGUYEN, THINH THI	RENT SUBSIDY	7,431.00 *
W621128	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	4,432.00 *
W621130	NHIEU, CUONG C.	RENT SUBSIDY	248.00 *
W621136	P & J PROPERTY MANAGEMENT	RENT SUBSIDY	1,006.00 *
W621137	PALM ISLAND	RENT SUBSIDY	11,903.00 *
W621140	PARK PLACE APTS LLP	RENT SUBSIDY	4,302.00 *
W621143	PATEL DILIP M	RENT SUBSIDY	4,683.00 *
W621146	PETITE ELISE, LLC	RENT SUBSIDY	5,727.00 *
W621151	PHAM, DAVID LINH	RENT SUBSIDY	1,703.00 *
W621152	PHAM, HIEU	RENT SUBSIDY	1,439.00 *
W621153	PHAM, LAN VAN	RENT SUBSIDY	5,468.00 *
W621155	PHAM, MINH VAN	RENT SUBSIDY	590.00 *
W621156	PHAM, QUANG DUY	RENT SUBSIDY	2,907.00 *
W621160	PHAM, SON THAI	RENT SUBSIDY	1,822.00 *
W621161	PHAM, THANH QUOC	RENT SUBSIDY	2,762.00 *
W621162	PHAM, TIEN M	RENT SUBSIDY	1,180.00 *
W621163	PHAM, TRINH	RENT SUBSIDY	2,576.00 *
W621167	PHAM, VICTOR	RENT SUBSIDY	1,237.00 *
W621169	PHAM, HAI MINH	RENT SUBSIDY	7,808.00 *
W621172	PHAN, OANH	RENT SUBSIDY	5,012.00 *
W621173	PHAN, THANH T	RENT SUBSIDY	611.00 *
W621177	PHARN, ART S	RENT SUBSIDY	4,265.00 *

PAGE TOTAL FOR "\*" LINES = 79,112.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621179	PINE TREE PROPERTY, LLC	RENT SUBSIDY	3,042.00 *
W621180	PLANO HOUSING AUTHORITY	RENT SUBSIDY	4,875.78 *
W621183	POWELL, LEO OR DEBORAH	RENT SUBSIDY	3,431.00 *
W621184	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	4,912.00 *
W621186	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	358.00 *
W621190	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,836.00 *
W621191	REED, ROGER LEE	RENT SUBSIDY	1,941.00 *
W621193	REYES, RAYMOND	RENT SUBSIDY	972.00 *
W621196	ROMO, JULIETA	RENT SUBSIDY	2,195.00 *
W621209	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	4,003.00 *
W621213	SILVER COVE APARTMENTS, LP ATTEN: MANAGER OFFICE	RENT SUBSIDY	1,005.00 *
W621215	SPH ENTERPRISES LLC	RENT SUBSIDY	8,662.00 *
W621216	STANLEY A SIROTT, TRUST	RENT SUBSIDY	3,132.00 *
W621218	STIDHAM, ERICA	RENT SUBSIDY	5,947.00 *
W621220	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	78,208.00 *
W621221	SUNGROVE SENIOR APTS	RENT SUBSIDY	19,070.00 *
W621222	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	13,952.00 *
W621229	TANG, ENLIANG T	RENT SUBSIDY	1,072.00 *
W621230	TDT WASHINGTON, LLC	RENT SUBSIDY	1,957.00 *
W621232	THE BERNTH FAMILY TRUST	RENT SUBSIDY	4,461.00 *
W621234	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	30,355.00 *
W621240	TIET, THAO PHUONG	RENT SUBSIDY	3,844.00 *

PAGE TOTAL FOR "\*" LINES = 199,230.78

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621242	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	55,270.00 *
W621243	TRAN'S APARTMENTS	RENT SUBSIDY	4,329.00 *
W621248	TRAN, ANTON	RENT SUBSIDY	967.00 *
W621249	TRAN, BILLY	RENT SUBSIDY	1,061.00 *
W621250	TRAN, CHUONG V.	RENT SUBSIDY	2,774.00 *
W621252	TRAN, HENRY	RENT SUBSIDY	1,235.00 *
W621254	TRAN, HOA	RENT SUBSIDY	1,231.00 *
W621255	TRAN, HOANG N	RENT SUBSIDY	1,442.00 *
W621256	TRAN, JANE	RENT SUBSIDY	1,575.00 *
W621262	TRAN, LAY THI	RENT SUBSIDY	1,180.00 *
W621263	TRAN, LUAN D.	RENT SUBSIDY	1,815.00 *
W621264	TRAN, MARY	RENT SUBSIDY	352.00 *
W621265	TRAN, NGOC THI	RENT SUBSIDY	998.00 *
W621267	TRAN, RYAN	RENT SUBSIDY	1,329.00 *
W621268	TRAN, SONNY	RENT SUBSIDY	2,750.00 *
W621271	TRAN, THERESA T	RENT SUBSIDY	2,851.00 *
W621272	TRAN, TIM	RENT SUBSIDY	1,121.00 *
W621273	TRAN, TU	RENT SUBSIDY	4,132.00 *
W621276	TRAN, DANNY	RENT SUBSIDY	2,038.00 *
W621277	TRAN, THAO DUC	RENT SUBSIDY	3,379.00 *
W621278	TRANG, TOM	RENT SUBSIDY	2,184.00 *
W621280	TRIEU, NANCY	RENT SUBSIDY	1,949.00 *

PAGE TOTAL FOR "\*" LINES = 95,962.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621284	TRUONG, ALAN	RENT SUBSIDY	1,269.00 *
W621287	TRUONG, KHOA BUU	RENT SUBSIDY	1,452.00 *
W621291	TSAI, CAROLINE	RENT SUBSIDY	3,894.00 *
W621297	V W PROPERTY	RENT SUBSIDY	3,806.00 *
W621298	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	9,247.00 *
W621299	VANG, ANH K	RENT SUBSIDY	843.00 *
W621308	VJ SURGICAL, LLC	RENT SUBSIDY	3,546.00 *
W621309	VO, JEFF	RENT SUBSIDY	1,093.00 *
W621313	VO, LOC ANH	RENT SUBSIDY	1,078.00 *
W621316	VORA, NIPA D	RENT SUBSIDY	2,476.00 *
W621317	VU, DAT	RENT SUBSIDY	15,023.00 *
W621318	VU, DEAN	RENT SUBSIDY	2,630.00 *
W621319	VU, LINH DUY	RENT SUBSIDY	1,367.00 *
W621322	VU, PHAT D	RENT SUBSIDY	4,334.00 *
W621324	VU, VINCE HUNG	RENT SUBSIDY	5,525.00 *
W621325	VUONG, TRI NGHIEP	RENT SUBSIDY	5,349.00 *
W621327	WALKMAN, SID D	RENT SUBSIDY	1,384.00 *
W621328	WANG, SUZY	RENT SUBSIDY	7,154.00 *
W621333	WESSELN, HENRY B	RENT SUBSIDY	876.00 *
W621337	WESTPARK APTS	RENT SUBSIDY	2,015.00 *
W621345	WONDERFUL IDEA, LLC	RENT SUBSIDY	17,496.00 *
W621347	YAU, DEBBIE C.	RENT SUBSIDY	938.00 *

PAGE TOTAL FOR "\*" LINES = 92,795.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W621349	ZASLAVSKY, ALEXANDER OR EUGENIA	RENT SUBSIDY	4,748.00 *

PAGE TOTAL FOR "\*" LINES = 4,748.00

FINAL TOTAL 2,390,693.37 \*

DEMANDS #620747 - 621350 AND DIRECT DEPOSITS W620746 - W621349 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 1, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

                    *for*                      
KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSITS \$1,211,803.73

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
619490	MCCARTHY, CAMILLE D	REV & VOID	-968.00 *
619810	WEST, NEIL E	REV & VOID	-946.00 *
620713	ADVANCED CAR CARE INC	REV & VOID	-1,129.97 *
620725	WRIGLEY, JAMES LAWRENCE	REV & VOID	-79.00 *
620728	FLEET SERVICES, INC.	REV & VOID	-190.00 *
620747	15915 LA FORGE ST WHITTIER LLC	REV & VOID	-3,135.00 *
621230	TANG, KIM VAN	REV & VOID	-1,685.00 *
621315	VO, TIN TRUNG	REV & VOID	-807.00 *
621351	AT&T	TELEPHONE	3,112.65 *
621352	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	455.60 *
621353	MCI COMM SERVICE	TELEPHONE	33.64 *
621354	VOID WARRANT		
621355	SO CALIF EDISON CO	ELECTRICITY	9,407.25 *
621356	SO CALIF GAS CO	NATURAL GAS	5,651.96 *
621357	TIME WARNER CABLE	CABLE	71.96 *
621358	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,029.50 *
621359	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,039.66 *
621360	CHANG, ELLIS	MED TRUST REIMB	1,475.10 *
621361	DALTON, BRIAN	MED TRUST REIMB	480.00 *
621362	ENTERPRISE RIDESHARE EAN SERVICES, LLC	OTHER RENTALS	965.00 *
621363	KIM, LISA	MED TRUST REIMB	640.00 *

PAGE TOTAL FOR "\*" LINES = 17,422.35

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621364	LEE, GRACE	DEP CARE REIMB	192.30 *
621365	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
621366	MIDDENDORF, LINDA	MED TRUST REIMB	180.00 *
621367	PHI, THYANA	DEP CARE REIMB	129.23 *
621368	RAO*, ANAND V.	MED TRUST REIMB	275.00 *
621369	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
621370	RUITENSCHILD, LES	DEP CARE REIMB	192.30 *
621371	SANTOS*, ALEXIS	MED TRUST REIMB	200.00 *
621372	SAUCEDO, DANA	MED TRUST REIMB	66.75 *
621373	SPARGUR *, JEFFREY T	MED TRUST REIMB	458.42 *
621374	TIME WARNER CABLE	CABLE TV SERVICE	137.62 *
621375	TRUHILL, JUSTIN	MED TRUST REIMB	603.56 *
621376	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,638.00 *
621377	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
621378	WILDER, CANDY	MED TRUST REIMB	685.72 *
621379	GES NATIONAL HEADQUARTERS	OTHER CONF/MTG EXP	116.50 *
621380	HODSON, AARON	DEP CARE REIMB	138.46 *
621381	JOHNSON, CHRISTIAN	WAGE ATTACHMENT	276.92 *
621382	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	733.49 *
621383	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
621384	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	1,275.66 *
621385	AGUIRRE, MELISSA	FEE REFUND	25.00

PAGE TOTAL FOR "\*" LINES = 8,276.66



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		LIVESCAN FEE	32.00
			57.00 *
621386	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
621387	CHESHIRE MEDICAL CORPORATION PROCARE WORK INJURY CENTER	MEDICAL SERVICES	900.00 *
621388	SHANNON WAINWRIGHT	WAGE ATTACHMENT	831.00 *
621389	CMS-CENTER FOR MEDICARE & MEDICAID SERVICES	HEALTH INSURANCE	3,657.09 *
621390	SIGNATURE CELEBRATIONS, INC.	OTHER REC/CULT SUPP	1,853.30 *
621391	PAYAN, CRISTINA	DEP CARE REIMB	92.31 *
621392	WEST, NEIL E	RENT SUBSIDY	549.00 *
621393	VO, TIN TRUNG	WAGE ATTACHMENT	-201.75
		RENT SUBSIDY	807.00
			605.25 *
621394	TANG, KIM VAN	WAGE ATTACHMENT	-505.50
		RENT SUBSIDY	1,685.00
			1,179.50 *
621395	15915 LA FORGE ST WHITTIER LLC	WAGE ATTACHMENT	-877.80
		RENT SUBSIDY	3,135.00
			2,257.20 *
621396	STRATTFORD MAGNOLIA, LLC	RENT SUBSIDY	1,370.00 *
621397	BLUE WATER ENTERPRISES	OTHER PROF SERV	500.00 *
621398	TO DIE FOR	OTHER CLOTHING ITEMS	1,900.00 *
621399	SHERATON GARDEN GROVE ANAHEIM SOUTH	FOOD	1,367.13 *
621400	A1 SURVEILLANCE SYSTEMS LLC DBA A1 SECURITY CAMERAS	OTHER MAINT ITEMS	570.48 *
621401	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,329.75 *
621402	APP-ORDER, LLC	OTHER PROF SERV	340.00 *

PAGE TOTAL FOR "\*" LINES = 19,489.01

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621403	ALAN'S LAWN AND GARDEN CENTER INC.	REPAIRS-FURN/MACH/EQ	571.87
		MOTOR VEH PARTS	1,018.54
			1,590.41 *
621404	ALHAMBRA FOUNDRY CO LTD	SIGNS/FLAGS/BANNERS	458.50 *
621405	CITY OF ANAHEIM DIVISION OF COLLECTION	MAINT OF REAL PROP	210.00 *
621406	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	375.00 *
621407	BASC GROUP, INC.	TUITION/TRAINING	1,995.00 *
621408	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	2,276.12 *
621409	CSG CONSULTANTS, INC.	OTHER PROF SERV	10,515.00 *
621410	CAMERON WELDING SUPPLY	MOTOR VEH PARTS	202.58 *
621411	SUPPLYWORKS	WHSE INVENTORY	3,740.24
		JANITORIAL SUPPLIES	573.67
			4,313.91 *
621412	CLEANSTREET	STREET SWEEPING SERV	46,647.69 *
621413	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	1,160.00 *
621414	CONTROLLED MOTION SOLUTIONS, INC.	MOTOR VEH PARTS	14.18 *
621415	COUNTRY CITY TOWING	TOWING SERVICES	481.25 *
621416	L.N.CURTIS & SONS	SAFETY EQ/SUPPLIES	4,076.71 *
621417	DIAMOND ENVIRONMENTAL SERVICES	OTHER PROF SERV	1,994.88
		NON-SPEC CONTR SERV	406.93
			2,401.81 *
621418	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	43.58 *
621419	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	396.15 *
621420	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	444.00 *
621421	FORD OF ORANGE	MOTOR VEH PARTS	1,296.23 *

PAGE TOTAL FOR "\*" LINES = 78,898.12

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621422	FRYE SIGN CO	SAFETY EQ/SUPPLIES	25.00 *
621423	GBS LINENS	LAUNDRY SERVICES	89.79 *
621424	GPSIT	MAINT-SERV CONTRACTS	160.00 *
621425	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL	143,206.87
		REFUSE COLL SERV	9,813.09
			153,019.96 *
621426	GEMS SENSORS INC.	OTHER MAINT ITEMS	1,032.63 *
621427	GRAFFITI PROTECTIVE COATINGS, INC.	OTHER PROF SERV	7,950.62 *
621428	HD SUPPLY WATERWORKS, LTD.	GEN PURPOSE TOOLS	130.88 *
621429	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	870.00 *
621430	HAZ EQUIPMENT RENTAL	OTHER RENTALS	623.80 *
621431	HILL'S BROS LOCK & SAFE INC	REPRO SUPPLIES	8.50
		OTHER MINOR TOOLS/EQ	96.50
			105.00 *
621432	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	1,030.32 *
621433	HUNSAKER & ASSOCIATES INC	ENGINEERING SERVICES	2,496.00 *
621434	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	420.23 *
621435	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	226.11 *
621436	LIFECOM SAFETY SERVICE & SUPPLY	SAFETY EQ/SUPPLIES	716.47 *
621437	MAMCO, INC.	DEPOSIT REFUND	1,200.00
		WATER REFUND	-640.37
			559.63 *
621438	MC MASTER-CARR SUPPLY CO	OTHER MAINT ITEMS	351.33 *
621439	GARDEN GROVE ACE HARDWARE	HARDWARE	4.12 *
621440	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	855.86

PAGE TOTAL FOR "\*" LINES = 169,811.89

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		MOTOR VEH PARTS	49.95
			905.81 *
621441	NJP SPORTS INC.	MAINT OF REAL PROP	650.00 *
621442	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	148.86 *
621443	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	14,589.50 *
621444	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	3,180.74 *
621445	ARC	DUPLICATING	200.52 *
621446	ORANGE COUNTY SIGNS AND LIGHTING	SIGNS/FLAGS/BANNERS	2,258.94 *
621447	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	1,097.75 *
621448	ORANGE COUNTY FIRE PROTECTION	REPAIRS-FURN/MACH/EQ	94.50 *
621449	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	3,825.00 *
621450	PACIFIC ROOTER DAY & NIGHT PLUMBING	MAINT-SERV CONTRACTS	199.50 *
621451	PACIFIC TRUCK EQUIPMENT INC	MOTOR VEH PARTS	302.84 *
621452	PEST OPTIONS, INC.	NON-SPEC CONTR SERV	881.98 *
621453	QUINN POWER SYSTEMS ASSOCIATES	REPAIRS-FURN/MACH/EQ	2,137.40 *
621454	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	4,450.00 *
621455	RED WING SHOE STORE	SAFETY EQ/SUPPLIES	240.00 *
621456	THE ORANGE COUNTY REGISTER	BOOKS/SUBS/CASSETTES	399.02 *
621457	AT&T GLOBAL SERVICES INC	TELEPHONE	496.31 *
621458	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	750.00 *
621459	SHERMAN LANDSCAPE	MAINT OF REAL PROP	367.50 *
621460	SHOETERIA	SAFETY EQ/SUPPLIES	685.45 *

PAGE TOTAL FOR "\*" LINES = 37,861.62

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621461	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
621462	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	192.86 *
621463	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	506.92 *
621464	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	775.09 *
621465	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	90.03 *
621466	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	1,771.95 *
621467	SPARKLETTTS	OFFICE EQUIP RENTAL	91.93 *
621468	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,392.73
		JANITORIAL SUPPLIES	79.94
			1,472.67 *
621469	HONEYWELL (FORMER TOTAL FIRE GROUP)	UNIFORMS	494.27 *
621470	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	5,289.13 *
621471	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	1,264.25 *
621472	UNIFIRST CORP	LAUNDRY SERVICES	877.36 *
621473	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	1,814.79 *
621474	GRAINGER	OTHER CLOTHING ITEMS	139.43
		PIPES/APPURTENANCES	237.95
		OTHER MAINT ITEMS	369.73
			747.11 *
621475	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	637.50 *
621476	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	3,530.00 *
621477	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	365.50 *
621478	WESTCOAST MUFFLER	REPAIRS-FURN/MACH/EQ	426.30 *
621479	WILLIAMS & MAHER INC	MAINT-SERV CONTRACTS	320.24 *

PAGE TOTAL FOR "\*" LINES = 20,730.90

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621480	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	4,327.89
		MEDICAL EQUIPMENT	33,049.24
			37,377.13 *
621481	ZUMAR INDUSTRIES	SIGNS/FLAGS/BANNERS	1,501.80 *
621482	ASSOCIATED SOILS ENGINEERING, INC.	ENGINEERING SERVICES	1,185.00 *
621483	COMPRESSED AIR SPECIALTIES INC	OTHER PROF SERV	884.46 *
621484	ORIENTAL TRADING COMPANY	TRUST FUND EXPEND	19.94 *
621485	ALL STAR EVENT RENTALS, INC	OTHER PROF SERV	538.00 *
621486	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	24.47 *
621487	MONTROSE ENVIRONMENT CORP DBA SCEC	MAINT-SERV CONTRACTS	1,770.00 *
621488	INFLOW, INC.	OTHER MAINT ITEMS	573.02 *
621489	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	774.84 *
621490	INLAND WATER WORKS SUPPLY	WHSE INVENTORY	10,667.25 *
621491	VIET BAO DAILY, INC.	ADVERTISING	200.00 *
621492	NORTH NET TRAINING AUTHORITY	LUMBER	2,339.56 *
621493	GRACELAND COLLEGE CENTER SKILLPATH SEMINARS	BOOKS/SUBS/CASSETTES	64.60 *
621494	NATIONAL BUSINESS FURNITURE	MINOR OFFICE FURN/EQ	401.50 *
621495	NGUYEN, NGUYET	TENANT UTILITY REIMB	1.00 *
621496	PEI-ROGER BETTEN	DEPOSIT REFUND	1,200.00
		WATER REFUND	-174.03
			1,025.97 *
621497	BEE REMOVERS	NON-SPEC CONTR SERV	115.00 *
621498	ADVANCED CAR CARE INC	TIRES/TUBES	682.10 *
621499	BRITHINEE ELECTRIC	REPAIRS-FURN/MACH/EQ	750.00 *

PAGE TOTAL FOR "\*" LINES = 60,895.64

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621500	BEST TINT	MOTOR VEHICLE MAINT	220.00
		MOTOR VEH PARTS	220.00
			440.00 *
621501	VERITIV OPERATING COMPANY	WHSE INVENTORY	159.11 *
621502	COSTAR GROUP, INC.	OTHER PROF SERV	431.35 *
621503	TINOCO, ISABEL	CITATION DIST	51.00 *
621504	AMAC PROPERTY INVESTMENTS LLC	STATE ADA PASSTHRU	0.30
		BUS OPER TAX REFUND	32.30
		BOT FEE REFUND	10.00
		CITY ADA ASMT 70%	0.70
			43.30 *
621505	BETTY MCKEE	WATER REFUND	63.76 *
621506	VO, JASMIN	TENANT UTILITY REIMB	27.00 *
621507	TAYLOR, ANNA LAVINE	TENANT UTILITY REIMB	17.00 *
621508	MACH, LAM V	TENANT UTILITY REIMB	3.00 *
621509	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	713.25 *
621510	ECOLINE INDUSTRIAL SUPPLY INC	GEN PURPOSE TOOLS	839.82 *
621511	CAPITOL EQUIPMENT, INC.	COMMUNICATION EQ	1,998.00 *
621512	TRAN, AMY	TENANT UTILITY REIMB	18.00 *
621513	LABSOURCE, INC.	WHSE INVENTORY	3,380.00 *
621514	WRIGLEY, JAMES LAWRENCE	TENANT UTILITY REIMB	34.00 *
621515	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	24,166.66 *
621516	DO, JANE KIEUHANH	TENANT UTILITY REIMB	45.00 *
621517	SWANA	DUES/MEMBERSHIPS	242.00 *
621518	MAINTENANCE SOLUTIONS, INC.	JANITORIAL SUPPLIES	218.14 *

PAGE TOTAL FOR "\*" LINES = 32,890.39

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621519	SCHOOL NEWS ROLL CALL, LLC	ADVERTISING	740.00 *
621520	ONSCENE SOLUTIONS, LLC	HARDWARE	1,911.67 *
621521	MARK BEDOR	OTHER PROF SERV	382.50 *
621522	BLODGETT BAYLOSIS ENVRNMTL PLNG	OTHER PROF SERV	975.00 *
621523	HF&H CONSULTANTS, LLC	OTHER PROF SERV	4,102.50 *
621524	SHAMROCK SUPPLY COMPANY, INC	WHSE INVENTORY	595.69 *
621525	FLEET SERVICES, INC.	TUITION/TRAINING	30.00 *
621526	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	326.07 *
621527	D'ALESIO, INC.	SAFETY EQ/SUPPLIES	548.91 *
621528	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	1,370.53 *
621529	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ	1,543.13 *
621530	SIGNATURE CELEBRATIONS, INC.	OTHER REC/CULT SUPP	355.58 *
621531	JOHN PHILIP CHAVEZ JR	OTHER PROF SERV	150.00 *
621532	CHAMBER OF COMMERCE- WOMEN'S DIVISION GG	ADMN/ENTRANCE FEE	44.00 *
621533	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	1,083.07 *
621534	ROTATIONAL MOLDING INC	OTHER MAINT ITEMS	1,821.49 *
621535	BELL PIPE & SUPPLY CO.	PIPES/APPURTENANCES	50.17 *
621536	E-TEE EMBROIDERY, INC.	OTHER MAINT ITEMS	646.50 *
621537	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	43.05 *
621538	CLA-VAL C/O GRISWOLD INDUSTRIES	OTHER MAINT ITEMS	251.12 *
621539	HOBART CORPORATION	OTHER BLD/EQ/ST SERV	522.32 *
621540	LOOPNET, ATTN: ACCT RECEIVABLE DEPT	NETWORKING SERVICES	2,850.00 *

PAGE TOTAL FOR "\*" LINES = 20,343.30



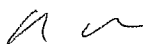
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/11/17

WARRANT	VENDOR	DESCRIPTION	AMOUNT
621541	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	8,400.00 *
621542	TRUGREEN LIMITED PARTNERSHIP	MAINT OF REAL PROP	1,352.00 *
621543	DOUG'S DOWNTOWN GRILL	FOOD	161.09 *
W1831	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	8,203.70 *
W1832	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	950,640.60 *
W1833	CHICAGO TITLE COMPANY	LAND ACQUISITION	20,308.90 *

PAGE TOTAL FOR "\*" LINES = 989,066.29

FINAL TOTAL 1,455,686.17 \*

DEMANDS #621351 - 621543 AND WIRES W1831 - W1833 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 11, 2017, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

 for  
 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: Approval of an appointment to fill a vacancy on the Garden Grove Housing Authority Commission.  
(Action Item) Date: 4/11/2017

---

Attached are three applications from Housing Authority tenants recommended and interviewed by the Housing Authority staff to fill the vacancy left by Housing Authority Commissioner James O'Connor.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Applications	4/5/2017	Backup Material	Housing_Authority_Commission_Applicants_4-11-17.pdf

CITY OF GARDEN GROVE  
APPLICATION FOR APPOINTMENT  
TO  
GARDEN GROVE HOUSING AUTHORITY  
BACKGROUND AND PERSONAL DATA OUTLINE

RECEIVED  
CITY OF GARDEN GROVE  
CITY CLERK'S OFFICE  
FEB 27 AM 9:58

Name: STEVE SOLORIO  
Home Address: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_ Business Telephone: \_\_\_\_\_  
Date of Birth: 8/20/1967

List courses of study or emphasis which may have a bearing on selection:

COMPUTER REPAIR, DATA ENTRY, SOLAR  
TECHNICIAN

Present or past employment which may relate to your interest and/or ability in this area:

PARTY STAFF: CATERING  
\_\_\_\_\_  
\_\_\_\_\_

List current membership in organizations and offices held as they may relate to this selection:

I AM A MEMBER OF THE 1ST BAPTIST CHURCH  
IN GARDEN GROVE.

Please provide any additional information which may be helpful for selection:

I HAVE LIVED IN GARDEN GROVE FOR 45  
YEARS. I ATTENDED GARDEN GROVE HIGH  
SCHOOL, CLASS OF 1986. I WAS A SINGLE  
PARENT FOR 15 YEARS.

Please forward to:

City Clerk's Office  
Garden Grove City Hall  
11222 Acacia Parkway  
P. O. Box 3070  
Garden Grove, CA 92842  
(714) 741-5040 (714) 741-5205 (FAX)  
p:/forms/applcatn.

Signature

Date

2/26/17

CITY OF GARDEN GROVE  
APPLICATION FOR APPOINTMENT  
TO  
GARDEN GROVE HOUSING AUTHORITY

BACKGROUND AND PERSONAL DATA OUTLINE

Name: TRACY S. LANNIE

Home Address: \_\_\_\_\_

Business Address: N/A

Home Telephone: \_\_\_\_\_ Business Telephone: \_\_\_\_\_

Date of Birth: 9-28-59

List courses of study or emphasis which may have a bearing on selection:

INTERVENTION STRATEGIES, GROUP LEADERSHIP, INTERCULTURAL COMMUNICATION  
INTRO TO VICTIMOLOGY, DEVELOPMENT PSYCHOLOGY, SELF ESTEEM STRATEGIES,  
DRUGS & ALCOHOL IN SOCIETY, CRISIS INTERVENTION, HUMAN SVCS.-INTRO & ADVANCED,  
SOCIOLOGY, PSYCHOLOGY OF AGING, ETHICAL ISSUES, FAMILY STUDIES, CONFLICT RESOLUTION, ETC  
Present or past employment which may relate to your interest and/or ability in this area:

- INTERSHIPS W MICAH'S WAY, SANTA ANA 9-13-PRESENT  
FULLERTON BOY'S AND GIRL'S CLUB 1/2015-PRESENT

List current membership in organizations and offices held as they may relate to this selection:

FULLERTON BOY'S AND GIRL'S CLUB - COACH  
MICAH'S WAY OF SANTA ANA - FRONT DESK

Please provide any additional information which may be helpful for selection:

I JUST FEEL WONDERFULLY BLESSED TO EVEN BE  
CONSIDERED FOR A POSITION TO GIVE TO THE  
COMMUNITY

Please forward to:

City Clerk's Office  
Garden Grove City Hall  
11222 Acacia Parkway  
P. O. Box 3070  
Garden Grove, CA 92842  
(714) 741-5040 (714) 741-5205 (FAX)  
p:/forms/aplicatn.

Tracy S. Lannie  
Signature  
2-1-17  
Date

CITY OF GARDEN GROVE

APPLICATION FOR APPOINTMENT  
TO  
GARDEN GROVE HOUSING AUTHORITY

BACKGROUND AND PERSONAL DATA OUTLINE

Name: Ruby R. Carter

Home Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Business Telephone: \_\_\_\_\_

Date of Birth: 9-19-38

List courses of study or emphasis which may have a bearing on selection:

NA

Present or past employment which may relate to your interest and/or ability in this area:

City of Anaheim

List current membership in organizations and offices held as they may relate to this selection:

GG. Housing Advisory Board Member -

Please provide any additional information which may be helpful for selection:

Angel Stadium →

Please forward to:

City Clerk's Office  
Garden Grove City Hall  
11222 Acacia Parkway  
P. O. Box 3070

Garden Grove, CA 92842

(714) 741-5040 (714) 741-5205 (FAX)

p:p/forms/aplicatn.

Signature

Date

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a Cooperative Agreement with the Orange County Transportation Authority for the construction phase of the OC Streetcar Project. ( <i>Action Item</i> )		
		Date:	4/11/2017

---

**OBJECTIVE**

For the City Council to enter into a Cooperative Agreement with the Orange County Transportation Authority (OCTA) for the construction phase of the OC Streetcar Project.

**BACKGROUND**

In 2006, the cities of Garden Grove and Santa Ana partnered in a Go Local Project to study the feasibility of a transit system to extend the reach of Metrolink. City Council adopted Resolution No. 9211-14, on January 28, 2014, in support of the Santa Ana-Garden Grove streetcar project, and also adopted Resolution No. 9269-15, on February 10, 2015, approving the selection of Streetcar Alternative 1 as the Locally Preferred Alternative.

**DISCUSSION**

The proposed OC Streetcar Project would include an at-grade rail system from the Santa Ana Regional Transportation Center to the northeast corner of Harbor Boulevard and Westminster Avenue. The alignment would be approximately 4.1 miles traversing through the Santa Ana Civic Center area and going up the Pacific Electric Right of Way to reach the intersection of Harbor Boulevard and Westminster Avenue.

This Cooperative Agreement applies to the construction phase of the OC Streetcar Project. The City will provide construction inspection support services and project submittal reviews on City-owned facilities, such as sidewalks, roadways, and traffic signals, as well as project coordination with OCTA staff.

The construction cost is estimated at \$289 million dollars. The project is anticipated to be funded through federal, state, and local grants. Construction is anticipated to begin in Spring 2018, and the streetcar will be in operation by December 2020.

#### FINANCIAL IMPACT

There is no impact to the General Fund. The City will spend \$87,504 for internal labor costs, which will be reimbursed monthly by OCTA, from the time of execution of this Agreement to one year after the streetcar is in service.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Cooperative Agreement with the OCTA for the OC Streetcar Project; and
- Authorize the City Manager to sign the Cooperative Agreement on behalf of the City.

By: Dai C. Vu, P.E., City Traffic Engineer

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Cooperative Agreement	3/29/2017	Cover Memo	COOP_Agreement_with_OCTA_-_Construction.pdf

**COOPERATIVE AGREEMENT NO. C-7-1556**  
**BETWEEN**  
**ORANGE COUNTY TRANSPORTATION AUTHORITY**  
**AND**  
**CITY OF GARDEN GROVE**  
**FOR**  
**THE CONSTRUCTION PHASE**  
**OF THE**  
**OC STREETCAR PROJECT**

**THIS COOPERATIVE AGREEMENT ("Agreement")**, is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the Orange County Transportation Authority, a public entity of the State of California (herein referred to as "AUTHORITY") and the City of Garden Grove, a municipal corporation duly organized and existing under the laws of the State of California (hereinafter referred to as "CITY"), each individually known as "Party" and collectively known as the "Parties".

**RECITALS:**

**WHEREAS**, the OC Streetcar Project ("Project") refers to the implementation of the OC Streetcar as illustrated in Exhibit A and as specifically described in this Agreement; and

**WHEREAS**, the Santa Ana/Garden Grove Streetcar Locally Preferred Alternative was identified by the CITY's City Council at its public meeting on August 5, 2014; and

**WHEREAS**, on August 11, 2014, the AUTHORITY's Board of Directors approved the AUTHORITY to construct the Project and be the implementing agency on all remaining phases of the OC Streetcar System, including operation and maintenance; and

**WHEREAS**, the CITY's City Council considered and approved the Project's locally preferred alternative at its public meeting on February 10, 2015; and

**WHEREAS**, the AUTHORITY and the CITY entered into a Memorandum of Understanding on September 22, 2015 for this Project (MOU); and



1           **WHEREAS**, the AUTHORITY and the CITY entered into a Design Agreement on May 9, 2016  
2 for the design phase of this Project; and

3           **WHEREAS**, the AUTHORITY is a grantee of a Federal Transit Administration (FTA) grant and  
4 in cooperation with the FTA and the CITY, is proposing to design, construct, operate and maintain the  
5 OC Streetcar; and

6           **WHEREAS**, this Agreement defines the roles, responsibilities, commitments and obligations,  
7 for the AUTHORITY and the CITY as they relate to the construction of the Project including financial  
8 obligations; and

9           **WHEREAS** it is the intent of the AUTHORITY and the CITY that the CITY shall be acting at all  
10 times in respect to the Project as a Vendor as that term is used for federal funding requirements  
11 purposes; and

12           **WHEREAS**, the OC Streetcar Project becomes the "OC Streetcar System" upon the initiation  
13 of revenue service; and

14           **WHEREAS**, the Parties intend to enter into an agreement, prior to Revenue Service, to  
15 establish each Party's roles and responsibilities as they relate to the operations and maintenance of  
16 the OC Streetcar System; and

17           **WHEREAS**, the award of the Project to a Construction Contractor is subject to receipt of  
18 federal, state, and/or local funds adequate to carry out the provisions of the Project; and

19           **WHEREAS**, the AUTHORITY's Board of Directors authorized this Agreement on  
20 March 27, 2017; and

21           **WHEREAS**, the CITY's City Council approved this Agreement on \_\_\_\_\_;

22           **NOW, THEREFORE**, it is mutually understood and agreed by the AUTHORITY and the CITY  
23 as follows:

24           **ARTICLE 1. DEFINITIONS**

25           **"Betterment"** means any work or items that are requested by the CITY or a third party that go  
26 beyond what is needed for the basic functioning of the Project. Betterments must i) not be prohibited

by a governing state or federal standard ii) not adversely impact the operation of the Project and iii) not unreasonably delay or interfere with the Project schedule. Notwithstanding the foregoing, none of the following shall be considered Betterments:

- (a) A change in scope to which the Parties mutually agree, is necessary for the construction, operation or maintenance of the Project;
- (b) A requirement of applicable law;
- (c) A requirement of applicable CITY standards, in effect at the execution of the Design Agreement,;
- (d) Any measures to mitigate environmental or other impacts of the Project arising from the construction or operation or maintenance of the Project, including measures identified in the Project's EIR or any required supplemental or addenda environmental report once cleared.

"CEQA" means California Environmental Quality Act.

"Construction Contractor" means the firms(s) procured by the AUTHORITY to construct the Project or portions of the Project.

"Day" or "Days" means calendar days unless a different meaning clearly appears from the context.

"Design Agreement" means Cooperative Agreement No. C-5-3807 between AUTHORITY and CITY for the design phase of the OC Streetcar Project, dated May 9, 2016, which sets forth the terms and conditions to which the OC Streetcar Project will be designed.

"Design Consultant" means the firm(s) procured by the AUTHORITY to perform preliminary and/or final design services to produce the Plans and Specifications.

"Effective Date" means the date this Agreement is executed by the Parties.

"OC Streetcar System" means the OC Streetcar passenger transportation system to be owned, operated, and maintained by the AUTHORITY, including all tracks, stations, streetcar vehicles, conduits, electrical lines, traction power poles, traction power substations, cross-span wires, streetcar

1 signal equipment, maintenance facilities and other functionally related and appurtenant equipment  
2 and facilities.

3 “Operations and Maintenance Agreement” means the cooperative agreement between the  
4 AUTHORITY and the CITY establishing the roles and responsibilities with respect to the operations  
5 and maintenance of the OC Streetcar.

6 “PE ROW” means the property owned by the AUTHORITY intended to be used for the OC  
7 Streetcar between Raitt Street and Harbor Boulevard.

8 “Plans and Specifications” means the Project plans, specifications, and special provisions  
9 prepared by the Design Consultant and/or the AUTHORITY providing the information necessary to  
10 construct the Project.

11 “Project Submittals” means all drawings, product data, test data, specifications, design  
12 submittals, schedules, cost estimates, erection drawings or similar documents which are produced by  
13 or on behalf of the AUTHORITY during the construction of the Project, and which relate to the  
14 requirements in the Plans and Specifications or otherwise affect the interests of the CITY under this  
15 Agreement.

16 “Ready to Bid” is a design package level of completeness indicating the design is complete,  
17 the CITY’s comments have been addressed, all drawings and specifications have been affixed with a  
18 seal as required, and the title sheet has been signed by both the AUTHORITY and the CITY.

19 “Revenue Service” means the streetcar is operational and providing service to the public as  
20 intended.

21 “Site Plan Review” is the process by which the CITY reviews project development submittals  
22 and identifies the requirements and conditions of approval for a development project.

23 “Work Plan” is the CITY’s staffing budget for the responsibilities identified in this Agreement  
24 and as provided for in Exhibit E.

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**ARTICLE 2. COMPLETE AGREEMENT**

A. This Agreement (which includes the above Recitals and those attachments incorporated herein by reference), the Design Agreement, Construction Agreement, and Operations and Maintenance Agreement executed or intended to be executed by the Parties that are incorporated herein by reference, constitute the entire terms and conditions for the subject matter addressed in this Agreement between the AUTHORITY and the CITY. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement. To the extent there is any conflict as between this Agreement and other agreements entered into by the Parties that are referenced herein, this Agreement shall control with respect to the subject matter covered herein.

B. The AUTHORITY's failure to insist on any instances of the CITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of the AUTHORITY's right to such performance or to future performance of such terms or conditions, and the CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the AUTHORITY except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. The CITY's failure to insist on any instances of the AUTHORITY's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of the CITY's right to such performance or to future performance of such terms or conditions, and the AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon the CITY except when specifically confirmed in writing by an authorized representative of the CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

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**ARTICLE 3. SCOPE OF AGREEMENT**

This Agreement specifies the roles and responsibilities of the Parties as they pertain to the construction phase of the Project and subjects addressed herein. Both the AUTHORITY and the CITY shall cooperate and coordinate with the other in all activities covered by this Agreement and other supplemental agreements that may be required to facilitate purposes thereof.

**ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY**

The AUTHORITY shall carry out the responsibilities for the Project assigned herein to the AUTHORITY as such are further detailed in Exhibit B, entitled "Project Scope" and Exhibit C, entitled "Financial Obligations".

**ARTICLE 5. RESPONSIBILITIES OF THE CITY**

The CITY shall carry out the responsibilities for the Project assigned herein to the CITY as such are further detailed in Exhibit B, entitled "Project Scope" and Exhibit C, entitled "Financial Obligations".

**ARTICLE 6. DELEGATED AUTHORITY**

The actions required to be taken by the CITY in the implementation of this Agreement are delegated to its City Manager, or designee. The actions required to be taken by the AUTHORITY in the implementation of this Agreement are delegated to the AUTHORITY's Chief Executive Officer or designee.

**ARTICLE 7. MAXIMUM OBLIGATION**

Notwithstanding any provisions of this Agreement to the contrary, the AUTHORITY and the CITY mutually agree that the AUTHORITY's maximum cumulative payment obligation under this Agreement shall be Eighty Seven Thousand Five Hundred Four Dollars (\$87,504), unless agreed to and amended in writing by both Parties.

**ARTICLE 8. AUDIT AND INSPECTION**

The AUTHORITY and the CITY shall maintain a complete set of records in accordance with generally accepted accounting principles for a period of time from when the record is first generated

1 until four (4) years after Project completion or until any on-going audit is completed. Upon reasonable  
2 notice, the CITY shall permit the authorized representatives of the AUTHORITY to inspect and audit  
3 all work, materials, payroll, books, accounts, and other data and records of the CITY. The  
4 AUTHORITY may conduct an audit of such records at any time during the period in which the records  
5 are required to be maintained. The AUTHORITY shall have the right to reproduce any such books,  
6 records, and accounts. The above provision with respect to maintenance of records and audits shall  
7 be included in all CITY contracted work which is paid for with Project funds.

8 **ARTICLE 9. INDEMNIFICATION**

9 A. To the fullest extent permitted by law, the CITY shall defend (at the CITY's sole cost  
10 and expense with legal counsel reasonably acceptable to the AUTHORITY), indemnify, protect, and  
11 hold harmless the AUTHORITY, its officers, directors, employees, and agents from and against any  
12 and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards,  
13 settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney  
14 fees, including but not limited to claims arising from injuries to or death of persons (the CITY's  
15 employees included), for damage to property, including property owned by the AUTHORITY, or from  
16 any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent  
17 acts, omissions or willful misconduct of the CITY, its officers, directors, employees or agents in  
18 connection with or arising out of the performance of this Agreement.

19 B. To the fullest extent permitted by law, the AUTHORITY shall defend (at the  
20 AUTHORITY's sole cost and expense with legal counsel reasonably acceptable to the CITY),  
21 indemnify, protect, and hold harmless the CITY, its officers, directors, employees, and agents from  
22 and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration  
23 awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and  
24 attorney fees, including but not limited to claims arising from injuries to or death of persons (the  
25 AUTHORITY's employees included), for damage to property, including property owned by the CITY,  
26 or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the

negligent acts, omissions or willful misconduct of the AUTHORITY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

#### **ARTICLE 10. INSURANCE**

A. AUTHORITY shall require its Construction Contractor to maintain general liability and automotive liability insurance coverages with minimum liability limits of no less than \$2 Million per occurrence, and \$5 Million in aggregate throughout Project construction covering all Project work performed under contract with the AUTHORITY. The Parties shall require all contractors retained to construct or inspect any portion of the Project, exclusive of Construction Contractor's subcontractors, to maintain general liability and automotive liability insurance coverages with minimum liability limits of no less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in aggregate throughout Project construction unless otherwise agreed to by the Parties. The AUTHORITY shall require the Construction Contractor to maintain contractor's pollution liability insurance (CPL) with a total liability of no less than five million dollars (\$5,000,000), per occurrence and ten million dollars (\$10,000,000) in the aggregate. The CPL shall include coverage for cleanup costs, third-party bodily injury and property damage resulting from pollution conditions caused by contracting operations. The CPL shall also provide coverage for transportation and off-site disposal of materials, if any. All contractors shall carry Workers' Compensation as required by law. Each insurer shall be licensed to do business in California with an A.M. Best rating level of A-Class VII or better, unless otherwise agreed to by the Parties.

B. All policies of insurance required herein, other than Workers' Compensation insurance, shall name the CITY and AUTHORITY and their respective officers, agents and employees as additional insureds. An endorsement to that effect or a copy of the policy adding such additional insureds shall be required prior to the contractor commencing any Project construction. All such policies shall waive any right of subrogation as against the additional insureds and shall provide that

no policy shall be suspended, cancelled or reduced except after a minimum of 15 days prior written notice has been provided to CITY and AUTHORITY.

**ARTICLE 11. ADDITIONAL PROVISIONS**

A. Term of Agreement: This Agreement shall be in full force and effect from the Effective Date until one year past the first day of Revenue Service, unless earlier terminated as provided herein. The indemnification and defense obligations shall survive the termination of this Agreement.

B. Termination: In the event either Party materially defaults in the performance of their obligations under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the option to terminate this Agreement upon thirty (30) days prior written notice to the other Party. However, prior to any such termination, the non-defaulting Party shall have provided the defaulting Party written notice of the alleged default or breach, specifying the nature of the default and the cure. In the absence of a default that poses an immediate health and safety risk, the notice shall provide at least fifteen (15) days to cure such default or if the default cannot be cured in such time, a reasonable amount of time to cure the default, but in no event longer than forty-five (45) days unless the Parties agree otherwise.

C. Termination for Convenience: This Agreement may not be terminated by either Party except as specifically provided in this Agreement.

D. Termination for Lack of Funding: The AUTHORITY may, in its absolute discretion, terminate this Agreement in the event sufficient funding is not available to construct the Project.

E. Compliance: The AUTHORITY and the CITY shall comply with all controlling federal, state, and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the Project.

F. Legal Authority: The AUTHORITY and the CITY represent that the persons executing this Agreement are authorized to execute this Agreement on behalf of their respective Parties and that, by so executing this Agreement each Party shall be formally bound to the provisions of this Agreement.



1           G.     Severability: If any term, provision, covenant or condition of this Agreement is held to  
2 be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
3 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
4 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

5           H.     Counterparts of Agreement: This Agreement may be executed and delivered in any  
6 number of counterparts, each of which, when executed and delivered shall be deemed an original and  
7 all of which together shall constitute the same agreement. Facsimile or emailed PDF documents with  
8 signatures will be permitted.

9           I.     Force Majeure: Either Party shall be excused from performing its obligations under this  
10 Agreement due to any event beyond the control of the Party to the extent the event materially and  
11 adversely affects a Party's ability to perform its obligations under this Agreement and could not have  
12 been avoided by reasonable due diligence. Force Majeure events shall include, but not be limited to:  
13 (i) discovery of any resources or a change in law which requires a state or federal approval that was  
14 not previously required for the Project; (ii) regulatory and technical changes not previously required  
15 for the Project; (iii) fire, flood, earthquake, or other natural disaster; (iv) strikes and labor disputes of  
16 greater than 30 days; (v) delays caused by permitting agencies that exceed the reasonably anticipated  
17 review times; (vi) failure of utilities to relocate in a reasonable time; and (vii) war, terrorist activities,  
18 government sanctions, embargos, civil unrest, and material or labor shortages. A Party's performance  
19 will only be excused for the length of the delay and any reasonable time thereafter that is necessary  
20 to commence performance of a Party's obligations under this Agreement.

21           J.     Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties,  
22 or authority hereunder may be assigned in whole or in part by either Party without the prior written  
23 consent of the other Party. Any such attempt of assignment shall be deemed void and of no force and  
24 effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor  
25 the waiver of any right to consent to such subsequent assignment. Notwithstanding the foregoing,  
26 AUTHORITY may assign this Agreement to another public entity provided that it provides notice to

CITY at least six (6) months prior to the effective date of such assignment. The notice shall include evidence that such public entity is authorized by law to construct and/or operate the Streetcar System and has the financial capability, infrastructure and personnel to meet AUTHORITY's obligations under this Agreement. CITY shall approve such assignment within 45 days of such notice from AUTHORITY, unless CITY reasonably determines that the proposed assignee cannot meet the obligations of this Agreement. AUTHORITY shall provide such additional information as is reasonably required by CITY to make its determination.

K. Governing Law and Venue: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

L. Dispute Resolution: All disputes arising under this Agreement shall be resolved in accordance with the dispute resolution process in this Article. The Parties shall diligently cooperate with each other in an effort to resolve any dispute during the dispute resolution process. If a dispute arises under this Agreement, either Party may file a written request with the other Party to invoke the dispute resolution process. Upon receipt of such a request each Party shall designate a staff representative, which representatives shall meet within 14 days of the date of the written request in an effort to resolve the dispute. If the dispute has not been resolved within 14 days or any extension thereof mutually agreed upon by the Parties, the dispute shall be referred to each Party's Executive Director, who shall meet within 14 days of the referral in an effort to resolve the dispute. If the Executive Directors are unable to resolve the dispute within 14 days or any extension thereof mutually agreed upon by the Parties, then the dispute shall be referred to the AUTHORITY's Chief Executive Officer and the CITY's City Manager, who shall meet within 14 days of the referral in an effort to resolve the dispute. If the dispute remains unresolved within such 14 days or any extension thereof mutually agreed upon by the Parties, either Party may initiate litigation.

M. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, each Party shall be responsible for its own costs and expenses, including attorney's fees.

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N. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement shall be in writing and delivered by certified mail. Phone and e-mail may be used for convenience but are not considered as official notice. Notice information may be changed by either Party at any time upon written notification being received by the other Party of the change in notice information with the information provided below. Notices are to be directed as follows:

<b>To CITY:</b>  City of Garden Grove  11222 Acacia Parkway  Garden Grove, CA 92840	<b>To AUTHORITY:</b>  Orange County Transportation Authority  550 South Main Street  P.O. Box 14184  Orange, CA 92863-1584
<b>ATTENTION:</b>  Scott C. Stiles  City Manager  Tel: (714) 741-5379  E-Mail: sstiles@garden-grove.org	<b>ATTENTION:</b>  Robert Webb  Senior Contract Administrator  Contracts Administration and Management  Tel: (714) 560-5743  E-Mail: rwebb@octa.net
<b>Cc:</b>  William E. Murray  Public Works Director  Tel: (714) 741-5379  E-Mail: wem@garden-grove.org	<b>Cc:</b>  James G. Beil  Executive Director, Capital Programs  Tel: (714) 560-5646  E-Mail: JBeil@octa.net

O. Amendments: This Agreement may be modified or amended only by a written document executed by both the AUTHORITY and the CITY. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

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P. Compliance with FTA Requirements: The CITY and AUTHORITY shall comply with all Federal Transit Administration (FTA) requirements, including but not limited to, Circular C 5010 1D and Circular 4220.1F as updated from time to time. The CITY shall include Exhibit D, entitled "Required Federal Clauses" in any contract entered into with any third party related to this Project.

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Q. Incorporation of Exhibits: This Agreement includes the exhibits listed below, all of which are incorporated herein by this reference and made part hereof as though fully set forth.

EXHIBIT A – PROJECT MAP

EXHIBIT B – PROJECT SCOPE

EXHIBIT C – FINANCIAL OBLIGATIONS

EXHIBIT D – REQUIRED FEDERAL CLAUSES

EXHIBIT E – CITY SUPPORT WORK PLAN

**CITY OF GARDEN GROVE ORANGE COUNTY TRANSPORTATION AUTHORITY**

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

By: \_\_\_\_\_  
Darrell Johnson  
Chief Executive Officer

**ATTEST:**

**APPROVAL RECOMMENDED:**

By: \_\_\_\_\_  
Teresa Pomeroy  
City Clerk

By: \_\_\_\_\_  
James G. Beil  
Executive Director, Capital Programs

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**LIST OF EXHIBITS**

Exhibit A – Project Map

Exhibit B – Project Scope

Exhibit C – Financial Obligations

Exhibit D – Required Federal Clauses

Exhibit E – City Support Work Plan

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PROJECT MAP



## **PROJECT SCOPE**

### **1.0 DEFINITIONS**

Capitalized terms used herein shall have the same meaning as set forth in Article 1 of this Agreement.

### **2.0 STATEMENT OF MUTUAL SUPPORT**

The CITY and the AUTHORITY hereby acknowledge their mutual support of the Project. Each Party agrees to cooperate with the other Party in a manner consistent with the commitments made and obligations assumed in this Agreement. Such cooperation and assistance shall include the dedication and reallocation of personnel, as required and is reasonably feasible, to meet Project goals including budget, schedule, and quality.

### **3.0 PROJECT MANAGEMENT**

#### **3.1 AUTHORITY MANAGEMENT**

The AUTHORITY shall be responsible for project management. The AUTHORITY is responsible for the overall Project and to ensure that all federal and State requirements are met.

The AUTHORITY shall identify a single point of contact (the AUTHORITY Project Manager) for the Project. The AUTHORITY Project Manager will be empowered to make certain decisions on behalf of the AUTHORITY and will manage the AUTHORITY's responsibilities as defined in this Agreement. The AUTHORITY Project Manager or designee will provide the CITY clear and concise direction in situations where conflicting information is received from different AUTHORITY departments. All coordination with the AUTHORITY departments regarding the Project will be through the AUTHORITY Project Manager or designee.

#### **3.2 CITY MANAGEMENT**

The CITY shall identify a CITY Representative for the Project as a single point of contact for the Project. The CITY Representative will convey all direction provided by the CITY on behalf of the CITY and will manage the CITY's responsibilities as defined in this Agreement. The CITY Representative will provide the AUTHORITY with clear and concise direction in situations where



conflicting information is received from different CITY departments. All coordination with CITY departments regarding the Project will be through the CITY Representative, or designee, unless otherwise agreed upon by the CITY and the AUTHORITY. The CITY will make available a dedicated inspector with the technical expertise necessary to quickly respond and address concerns related to the day-to-day field construction oversight.

### **3.3 SCHEDULE**

The CITY shall support the AUTHORITY in its efforts to meet Project milestones in order to achieve timely implementation of the Project. The AUTHORITY agrees to provide weekly updates of the two week look ahead schedule to accurately reflect upcoming construction activities. The CITY also agrees to cooperate and assist the AUTHORITY to mitigate adverse schedule conditions that jeopardize on-time Project completion.

### **3.4 REPORTING**

The AUTHORITY will produce a monthly progress report providing an update on Project status, budget, schedule and other information agreed upon by the Parties. The AUTHORITY shall provide the CITY access to the monthly progress report electronically. The AUTHORITY agrees to provide the CITY progress and status updates related to the Project in a timely manner.

The CITY and AUTHORITY shall have joint access to the document management software used to track and monitor the Project.

### **3.5 RECORDS MANAGEMENT**

The Parties shall maintain all Project records for a minimum of four (4) years or as required meeting the intent of Article 8 of this Agreement unless required otherwise to meet federal regulations.

## **4.0 CONSTRUCTION**

The AUTHORITY is responsible for the advertisement, award and administration of Project construction and to carry out such efforts with AUTHORITY's staff, consultants and contractors all in accordance with the Plans and Specifications. The Project shall be awarded to the lowest responsive,

responsible bidder in accordance with the AUTHORITY's Board of Director's approved procedures for public works projects after a sealed bidding process.

**4.1 CONSTRUCTION COORDINATION**

The AUTHORITY is responsible for providing all direction to the Construction Contractor. Any CITY direction related to AUTHORITY Project construction shall be directed through the AUTHORITY's Project Manager or designee, who will coordinate with the Construction Contractor, supplier, inspector, or designer.

The CITY shall approve all construction phasing affecting CITY Right of Way including amendments to the Plans and Specifications.

**4.2 BUSINESS ACCESS**

The AUTHORITY shall to coordinate with the CITY and shall reasonably minimize impacts to vehicle and pedestrian access to affected businesses.

**4.3 STREET CLOSURES & TRAFFIC CONTROL**

The CITY recognizes that street closures are necessary for construction of the Project and will be identified to the extent possible in the Plans and Specifications. Regardless, the AUTHORITY is required to submit traffic control plans and possible street closures for CITY approval in advance to all street closures related to the Project. The AUTHORITY shall submit all requests for street closures, regardless of duration, a minimum of 30 days prior to the date of the proposed closure and the CITY shall approve, approve with conditions, or not approve such street closures within twenty-one (21) days of such submittals. Once a closure has been approved, AUTHORITY shall notify the public consistent with CITY traffic control requirements and Project Specifications.

The AUTHORITY will be responsible for all traffic signing and striping modifications and additions necessary to provide safe and efficient vehicular and pedestrian movements during the Project. All temporary traffic control shall be in compliance with the Work Area Traffic Control Handbook (latest edition) or the California Manual of Uniform Traffic Control Devices (latest edition) as applicable.

The AUTHORITY shall require that the Construction Contractor keep the traffic signal system in operations at all times during construction by providing temporary overhead wiring except for switchover shutdowns as described in the specifications. Additionally, the AUTHORITY shall require the Construction Contractor to comply with CITY approved working hours and shutdown periods. The AUTHORITY and CITY will coordinate to ensure that the appropriate Traffic Engineering staff are in attendance for all traffic related milestones.

**4.4 WATER SERVICE SHUTDOWNS**

All water service shutdowns shall be coordinated with the CITY Representative. CITY shall provide a list of all affected customers. Affected customers shall be notified in writing by the AUTHORITY at least two weeks in advance of all shutdowns and once more forty-eight (48) hours prior to shutdown. Information shall include date, time and duration of shutdown. Turning the water system mains on and off shall be performed by the CITY. Under no circumstances shall the Construction Contractor operate valves, hydrants, and other appurtenant equipment on the existing public water system.

**4.5 PUBLIC NOTIFICATION**

All public notifications will be coordinated with the CITY Representative. The AUTHORITY will make all public notifications required in advance for CITY utility shutdowns, road closures, and other activities related to the AUTHORITY's construction activities as required.

**4.6 CONSTRUCTION ACCESS**

The CITY shall grant the AUTHORITY access to CITY property outside of City rights of way to construct Project improvements consistent with the requirements provided in the Plans and Specifications.

**4.7 CONSTRUCTION INSPECTION**

All CITY and AUTHORITY inspections shall ensure compliance with the Project Plans and Specifications.

The AUTHORITY is responsible for the overall Project construction inspection. The CITY shall perform inspections related to CITY facilities, including but not limited to pavement, striping, traffic signals, water, sewer, storm drain, hardscape, street lighting, and landscaping. The CITY will coordinate with the AUTHORITY on any deficiencies observed.

#### **4.8 PROJECT SUBMITTALS**

In advance of construction the AUTHORITY and the CITY shall develop a mutually agreed upon submittal review process. The Parties agree to follow the process developed once the notice to proceed for construction has been issued to the Construction Contractor. If the CITY believes a submittal is materially incomplete and a complete response cannot be provided, written notice must be provided to the AUTHORITY identifying what information is missing and what information is necessary to complete a response.

##### **4.8.1 Shop Drawings**

Shop drawings will be submitted by the Construction Contractor to the AUTHORITY as required in the Plans and Specifications. Shop drawings generally require review and an acknowledgement of acceptance, rejection, or acceptance with modification. The AUTHORITY shall route all shop drawings related to CITY facilities for CITY approval.

##### **4.8.2 Requests for Information**

Requests for Information (RFI) are submitted by the Construction Contractor requesting information, clarification, or providing a recommendation for a design modification. The AUTHORITY shall address in writing all RFIs to the extent possible. All RFIs related to CITY facilities shall be routed to the CITY by the AUTHORITY for response approval.

##### **4.8.3 Design Changes During Construction**

Modifications to the Plans and Specifications shall be reviewed in the weekly construction meeting and those modifications related to facilities within the CITY Right of Way shall be approved by the CITY prior to issuance to the Construction Contractor.

**4.9 CONSTRUCTION ACCEPTANCE**

The AUTHORITY and the CITY shall jointly develop a procedure that allows the AUTHORITY and the CITY to review the progress of the Project, develop lists of items requiring correction, and otherwise determine that the Project is being completed in a satisfactory manner and consistent with the Plans and Specifications.

The AUTHORITY shall provide the CITY with as-built drawings of CITY facilities in PDF format. The AUTHORITY shall provide and maintain up-to-date as-built drawings as changes are implemented and complete project as-builts within three (3) months after the start of Revenue Service.

**4.10 PERMITS**

The CITY shall issue a Project permit and any riders thereto for the construction of the Project consistent with the Plans and Specifications. The CITY shall be responsible for reviewing and issuing encroachment and other applicable permits to third party utilities for the construction of the Project. The CITY shall issue permits within thirty (30) days contingent no corrections are needed. The AUTHORITY agrees to comply with the requirements for permits issued by the CITY; provided such requirements are typical for similarly situated persons or entities.

**4.11 SAFETY**

The AUTHORITY shall develop construction safety procedures for AUTHORITY and CITY employees conducting inspection or oversight activities on the Project. The CITY agrees to adhere to the construction safety procedures developed for the Project.

**4.12 TESTING AND STARTUP**

The AUTHORITY is responsible for the startup and testing of the constructed facilities. AUTHORITY shall coordinate with the CITY with respect to traffic control, signal adjustments, and other activities associated with activating the OC Streetcar System.

## **5.0 COORDINATION WITH CITY PROJECTS**

### **5.1 CITY PROJECTS**

If the CITY implements any capital projects within the Project construction limits, notification shall be sent to the AUTHORITY identifying the location of the project and timing of the implementation. The CITY and AUTHORITY agree to coordinate construction activities recognizing, the OC Streetcar Project cannot be negatively impacted by the initiation of an adjacent project.

The AUTHORITY will make its Construction Contractor aware of other CITY projects that may impact or may have impacts on Project construction to the extent notified by the CITY of such projects. The AUTHORITY shall provide in its contract with the Construction Contractor that to the extent reasonably feasible that the Construction Contractor will coordinate its activities with contractors working on CITY projects and will not interfere with such work or cause damage thereto; provided that such coordination and/or non-interference does not result in any change orders, delay Project construction, create safety concerns or otherwise cause an increase in the cost of Project construction.

The CITY shall include language in any contract for work which may impact or require coordination with Project construction that requires its contractors to coordinate their activities with the Project construction and to perform such work in a manner which does not interfere with Project construction or cause any damage to such Project construction.

### **5.2 INFRASTRUCTURE IMPACTS**

Within the construction limits of the Project, if the CITY damages AUTHORITY infrastructure or the AUTHORITY damages CITY infrastructure, the Party causing the damage shall notify the other Party in a timely manner, but in no event more than 24 hours after such Party becomes award of the damage. The Party causing the damage shall take reasonable steps to mitigate the extent of the damage. The Parties shall diligently cooperate with each other in an effort to determine the cost of the damage, the steps required to repair the damage and the cost responsibility for such damage. Disputes between the Parties arising out of such damage that are not timely resolved, shall be subject

to the dispute resolution process set forth in this Agreement. In the event the matter is submitted to dispute resolution, either Party may, in its sole discretion, choose to repair damage to its own infrastructure. If it is determined during the dispute resolution process that the other Party bears the cost responsibility for the repairs, that Party shall pay all reasonable costs and expenses incurred in making such repairs within 45 days of receipt of an invoice which reasonably specifies the repair work performed and cost thereof.

#### **6.0 PUBLIC INVOLVEMENT**

The AUTHORITY shall lead Project public involvement. The AUTHORITY shall develop and implement a public awareness campaign (PAC) in collaboration with and including input from the CITY that includes business outreach to advise businesses, residents, elected officials, motorists, and media of Project status. The AUTHORITY shall report on activities and collateral material development during the Project. The AUTHORITY shall keep the CITY informed on PAC events, notices, and Project updates.

## **FINANCIAL OBLIGATIONS**

### **1.0 DEFINITIONS**

Capitalized terms used herein shall have the same meaning as set forth in Article 1 of this Agreement.

### **2.0 PROJECT FUNDING**

Except for Betterments, the AUTHORITY is responsible for securing and administering all federal, state, and local funding for the Project and for all Project costs.

### **3.0 BETTERMENTS**

#### **3.1 BETTERMENT REQUESTS**

Betterment requests submitted by the CITY to the AUTHORITY shall be established as separate cooperative agreements or as amendments to existing cooperative agreements under the framework established herein. CITY shall be responsible for the cost of all Betterments it submits.

The following steps for including a Betterment in the Project are:

1. The CITY shall submit to the AUTHORITY a Betterment request in writing. Each request shall include a detailed scope of work including identification of work the CITY intends to self-perform.
2. The AUTHORITY shall review the Betterment request and prepare and submit to the CITY a proposal identifying scope clarifications, design costs, construction costs, and administration/management costs.
3. The CITY shall review the AUTHORITY's Betterment proposal. If acceptable, the CITY shall submit written authorization for the AUTHORITY to move forward. If further negotiations are necessary before authorization is provided, the CITY and the AUTHORITY shall negotiate and update the proposal to accurately reflect the negotiated terms and conditions. The AUTHORITY reserves the right to decline Betterment requests that materially impact the Project schedule.



4. All Betterment reimbursements by the CITY shall be lump sum and shall equal the agreed upon budget amount. The AUTHORITY agrees to segregate the Betterment with respect to accounting and cost reporting.

Design work done by the AUTHORITY's Design Consultant on a Betterment, and incorporated into the Plans and Specifications, shall be constructed by the AUTHORITY's Construction Contractor, as part of the Project construction effort.

### **3.2 BETTERMENT REIMBURSEMENT**

The CITY's reimbursement of AUTHORITY costs associated with a Betterment shall be on a lump sum basis. Each Betterment cooperative agreement shall identify the timing and methodology for reimbursement.

## **4.0 CITY COSTS**

### **4.1 CITY SUPPORT SCOPE**

#### **4.1.1 City Staff Support**

CITY staff support is CITY staff time spent in direct support of the Project as identified in Exhibit B and includes, but is not limited to, administering the CITY's support efforts, Project meetings, construction package reviews related to Project Submittal review, construction oversight activities, construction inspection activities related to water supply inspections, traffic control reviews, and public outreach efforts. The City Representative is responsible for managing CITY staff support on the Project and shall ensure time charged is reasonable and necessary to the Project. Support costs are only for Project construction and shall be reimbursed only to the extent incurred after issuance by AUTHORITY of the notice to proceed, including any form of limited notice to proceed, to the Construction Contractor. The notice to proceed is written authorization for the Construction Contractor to begin work. The AUTHORITY shall provide the CITY written notice that a notice to proceed has been issued for construction and that CITY staff support charges shall discontinue under the Design Agreement and proceed under this Agreement.

#### **4.1.2 City Consultant Services**

Consultant services used by the CITY on behalf of the Project shall be coordinated with and approved by the AUTHORITY. Existing contracts the CITY intends to use for Project support must be submitted to AUTHORITY for review. AUTHORITY will review such contracts for compliance with FTA requirements; to ensure there is not duplication of effort; to ensure they do not pose unsatisfactory risks to Project schedule and/or budget; to ensure no existing conflicts of interests; and for eligibility for reimbursement. The CITY agrees to follow the AUTHORITY's requirements for contract modifications or task order language, if applicable, prior to advancing Project support work.

The CITY agrees to include information regarding conflict of interest with current AUTHORITY contracts and future AUTHORITY procurements related to the Project in all CITY support procurements.

### **4.2 CITY WORK PLAN BUDGET**

#### **4.2.1 City Staff Support**

The CITY staff support budget has been developed by identifying positions, hours, and rates in the categories shown in the City Support Work Plan ("Work Plan") in Exhibit E.

AUTHORITY will reimburse CITY for actual CITY staff support costs incurred in accordance with the Work Plan budget. Actual costs include all eligible CITY direct and indirect costs that are supported by documentation that meets federal requirements. The applied indirect cost recovery rate applied to direct labor costs shall be established following federal regulations and be either the de minimus rate or documented in a cost allocation plan approved by a federal agency or Caltrans. The cost to develop a Cost Allocation Plan to determine an indirect cost recovery rate is not eligible for reimbursement.

#### **4.2.2 Periodic Cost Reviews**

The AUTHORITY and the CITY agree to regularly monitor CITY costs expended in comparison to the CITY support budget and the remaining effort anticipated. A formal review of funds expended

shall be conducted quarterly by the Parties. In the event the remaining level of effort required, as agreed to by the Parties, exceeds the remaining budget, the Work Plan Budget shall be updated through an amendment to this Agreement.

#### **4.3 INVOICING PROCEDURES**

Prior to invoicing, the CITY shall provide the AUTHORITY with an updated schedule of staff, their anticipated role on the Project, their salary and benefit labor rates, and supporting payroll documentation. This schedule will be used in the review of invoices. This schedule shall be updated as necessary to reflect staff that will be listed in any invoice submitted to the AUTHORITY. Each month, the CITY shall submit an invoice to the AUTHORITY for actual costs incurred the prior month. Invoices shall be submitted within 30 days of the end of the monthly invoice period. Invoices shall be submitted in duplicate to AUTHORITY's Accounts Payable office. The CITY may also submit invoices electronically to the AUTHORITY's Accounts Payable Department at [vendorinvoices@octa.net](mailto:vendorinvoices@octa.net). The AUTHORITY shall remit payment within thirty (30) days of the receipt and approval of each complete invoice. Each invoice shall include the following information:

1. Reference to Agreement No. C-7-1556;
2. The time period covered by the invoice;
3. An identification of the execution date of this Agreement;
4. Work Plan budget and cumulative invoice amount;
5. Hours worked per person in the invoiced period;
6. Burdened Rate per person invoiced;
7. Indirect cost recovery rate applied to the total cost of CITY direct labor, if applicable;
8. Current invoice payment amount due;
9. Signed personnel timesheets that are also signed and certified by management as eligible, reasonable, and necessary to the Project; labor detail report generated from the CITY's accounting system that shows total hours charged to the Project by employee each week.

10. Description of work performed adequate to correlate hours shown and work performed, signed and certified by management as eligible, reasonable, and necessary to the Project;
11. Consultant invoices for the invoice period with the same information as required above and shall be accompanied with proof of payment, and
12. Other information requested by the AUTHORITY to reasonably substantiate the validity of an invoice.

**5.0 FEES**

**5.1 PERMIT FEES**

The AUTHORITY, and/or its Construction Contractor(s), shall not be charged for the CITY's fixed cost permit issuance fees for building and street work permits deemed necessary for the Project.

**5.2 DEVELOPMENT IMPACT FEES**

The AUTHORITY shall pay for CITY adopted and third party development impact fees such as water and sewer connections, among others, which are related to site improvements for individual stations, maintenance facilities and other similar structures supporting the Project.

**REQUIRED FEDERAL CLAUSES FOR THIRD PARTY AGREEMENTS**

**The following provisions apply to all purchases regardless of its value:**

**ARTICLE 1. FEDERAL CHANGES**

CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the agreement between the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

**ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONSULTANT, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the underlying Agreement. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS**

A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted project for which this Agreement's work is being performed. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986 on CONSULTANT to the extent the Federal Government deems appropriate.

B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on CONSULTANT, to the extent the Federal Government deems appropriate. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 4. CIVIL RIGHTS ASSURANCE**

During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest agree as follows:

A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information CONSULTANT shall so certify to the AUTHORITY as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as it may determine to be appropriate, including, but not limited to:

1. *Withholding of payments to CONSULTANT under the Agreement until CONSULTANT complies; and/or*
2. *Cancellation, termination, or suspension of the Agreement, in whole or in part.*

F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for implementing DOT's Title VI regulations.

G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,

activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

H. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A) through (H) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. CONSULTANT shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONSULTANT may request the AUTHORITY to enter into such litigation to protect the interests of the AUTHORITY, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

**ARTICLE 5. DBE CONTRACT PROVISIONS FOR FTA-ASSISTED CONTRACTS WITH DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOALS**

**I. DBE Participation**

It is the Consultant's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and the Orange County Transportation Authority's (Authority's) DBE program developed pursuant to these regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55 that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- D. Consultant must not claim DBE participation as attained until the amount to be claimed is paid and fully adheres to DBE crediting provisions.

If the Consultant has committed to utilize DBE(s) in the performance of this DOT-assisted contract, the Consultant's submitted "DBE Participation Commitment Form" will be utilized to monitor Consultant's DBE commitments, unless otherwise directed and/or approved by the Authority prior to the Consultant effectuating any changes to its DBE participation commitment(s) (*Refer to Subsection H: "Performance of DBE Subconsultants"*).

Consultant must complete and submit all required DBE documentation to effectively capture all DBE utilization on the Authority's DOT-assisted contracts whether achieved race neutrally or race consciously. Even if a Consultant has not committed to utilize DBE(s) in the performance of this contract, the Consultant must execute and submit all required DBE forms and other related documentation as specified under this contract or as otherwise requested by the Authority. No changes to the Consultant's DBE Commitment must be made until proper protocols for review and approval of the Authority are rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and the Authority's DBE Program, the Consultant must:

- A. Take appropriate actions to ensure that it will continue to meet the DBE Commitment at the minimal level committed to at award or will satisfy the good faith efforts to meet the DBE Commitment, when change orders or other contract modifications alter the dollar amount of the contract or the distribution of work. The Consultant must apply and report its DBE goal commitments against the total Contract Value, including any contract change orders and/or amendments.

**II. DBE Policy and Applicability**

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), the Authority has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs".

The project is subject to these stipulated regulations and the Authority's DBE program. In order to ensure that the Authority achieves its overall DBE Program goals and objectives, the Authority encourages the participation of DBEs as defined in 49 CFR, Part 26 in the performance of contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of the Authority to:

Fulfill the spirit and intent of the Federal DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to participate in all of Authority's DOT-assisted contracting opportunities.

Ensure that DBEs can fairly compete for and perform on all DOT-assisted contracts and subcontracts.

Ensure non-discrimination in the award and administration of Authority's DOT-assisted contracts.

Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.

Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

Help remove barriers to the participation of DBEs in DOT-assisted contracts.

Assist in the development of firms that can compete successfully in the marketplace outside the DBE Program.

Consultant must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant.

***Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to DOT-assisted contracts, the Regulations must prevail.***



III. **Authority's DBE Policy Implementation Directives**

Pursuant to the provisions associated with federal regulation 49 CFR, Part 26, the Disadvantaged Business Enterprise (DBE) program exists to ensure participation, equitable competition, and assistance to participants in the USDOT DBE program. Accordingly, based on the Authority's analysis of its past utilization data, coupled with its examination of similar Agencies' Disparity Study and recent Goal Methodology findings the Authority has implemented the reinstatement of the DBE program utilizing both race-conscious and race-neutral means across the board as all protected groups participation have been affected using strictly race neutral means on its FTA-assisted contracts.

The Authority reinstates the use of contract goals and good faith efforts. Meeting the contract-specific goal by committing to utilize DBEs or documenting a bona fide good faith effort to do so, is a condition of award. Additionally, contract-specific goals are now specifically targeted at DBEs (*DBEs owned and controlled by Black Americans, Hispanic Americans, Asian-Pacific Americans, Native Americans, Asian-Pacific Americans, Sub-Continent Asian Americans, and Women*). In the event of a substitution, a DBE must be substituted with another DBE or documented adequate good faith efforts to do so must be made, in order to meet the contract goal and DBE contract requirements.

I. **Definitions**

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern must not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.57 million over the previous three fiscal years.
3. **"Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans, women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the following groups are presumed to be socially and economically disadvantaged:
  - A. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

- B. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - C. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - D. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas;
  - E. "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh; and
  - F. Women, regardless of ethnicity or race.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Consultant.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. The Authority may refer the case to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.
8. **"Other Socially and Economically Disadvantaged Individuals"** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or a recognized California Unified Certification Program Certifying Agency to meet the social and economic disadvantage criteria described below.

**A. "Social Disadvantage"**

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial, not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

**B. "Economic Disadvantage"**

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

**IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)**

If there is a DBE goal on the contract, Consultant must complete and submit the following DBE exhibits (forms) consistent with Consultant DBE Goal Commitment within the specified timelines. Even if no DBE participation will be reported, the Consultant must execute and return the form:

**1. "Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification " (Form 103)**

The purpose of this form is to ensure Consultant DBE commitments are attained, properly reported and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The Consultant is required to complete and submit a Form 103 to the Authority by the 10<sup>th</sup> of each month until completion of the contract. The Consultant must submit its first Form 103 following the first month of contract activity. Upon completion of the contract, the Consultant must complete and submit a "Final: Monthly DBE Subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103) to facilitate reporting and capturing actual DBE attainments at conclusion of the contract.

The Form 103 must include the following information:

A. General Contract Information – Including Contract Number and Name, Prime Consultant and the following:

1. Original Contract Amount
2. Running Total of Change Order Amount
3. Current Contract Amount
4. Amount Paid to Consultant during Month
5. Amount Paid to Consultant from Inception to Date
6. DBE Contract Goal
7. Total Dollar Amount of DBE Commitment
8. DBE Commitment as Percentage of Current Contract Amount

B. Listed and/Proposed Consultant/Subconsultant Information – For All DBE participation being claimed either Race Neutrally or Race Consciously, regardless of tier:

1. DBE Firm Name, Address, Phone Number, DBE Type of Operation, Certification Type and Certification Number.
2. DBE Firm Contract Value Information:  
Original contract amount, running total of change order amount, Current contract amount, Amount paid to Consultant during month and Amount paid to Consultant to date.

**2. Consultant Assurance of Full Compliance with Prompt Payment Provisions**

Consultant to sign the prompt payment assurance statement of compliance contained within the Form 103. Consultant is to further maintain and submit at the request of Authority a detailed running tally of related invoices submitted by DBE(s) and Non DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payments made. The Payment and Retention Reporting tally must also include:

DBE(s) and Non DBE(s) Invoice Number, Invoice Amount, Invoice Date, Prime Consultant's Invoice Number that incorporated the corresponding DBE and Non DBE invoice(s) for billing purposes, Date of Invoice submission to Authority, Date and amount Authority paid on Prime Consultant's Invoice. The report must also reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBE and Non DBE.

Consultant is advised not to report the participation of DBE(s) toward the Consultant's DBE attainment until the amount being claimed has been paid to the DBE. Verification of payments and/or a signed Verification of Payment by the applicable DBE or Non DBE must be submitted with Form 103 to authenticate reported payments.

**3. DBE Subcontract Agreements**

The Consultant must submit to the Authority copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. The Consultant must immediately notify the Authority in writing of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

**4. "Monthly DBE Trucking Verification" Form**

Prior to the 10th of each month, the Consultant must submit documentation on the "Monthly DBE Trucking Verification" Form to the Authority showing the amount paid to DBE trucking companies. The Consultant must also obtain and submit documentation to the Authority showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contactor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Consultant must also obtain and submit documentation to the Authority showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

**5. "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants"**

Upon completion of the contract, a summary of these records must be prepared on the: "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subconsultants" and certified correct by the Consultant or the Consultant's authorized representative, and must be furnished to the Engineer. The form must be furnished to the Authority within ninety (90) days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

**6. "Disadvantaged Business Enterprises (DBE) Certification Status Change"**

If a DBE Sub is decertified during the life of the project, the decertified Subconsultant must notify the Consultant in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify the Consultant in writing with the date of certification (Attach DBE certification/Decertification letter). The Consultant must furnish the written documentation to the AUTHORITY.

Upon completion of the contract, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the Consultant indicating the DBEs' existing certification status. If there are no changes, please indicate "No Changes". The certified form must be furnished to the Authority within ninety (90) days from the date of contract acceptance.

**V. DBE Eligibility and Commercially Useful Function Standards**

A DBE must be certified at the time of Proposal submission:

1. A certified DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
2. A DBE may participate as a Prime Consultant, Subconsultant, joint venture partner with a Prime or Subconsultant, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
4. At time of proposal submission, DBEs must be certified by the California Unified Certification Program (CUCP). Listings of DBEs certified by the CUCP are available from the following sources:
  - A. The CUCP web site, which can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at <http://www.dot.ca.gov/hq/bep>.
5. A DBE must perform a commercially useful function in accordance with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

**VI. DBE Crediting Provisions**

1. When a DBE is proposed to participate in the contract, either as a Prime Consultant or Subconsultant, at any tier, only the value of the work proposed to be performed by the DBE with its own forces may be counted towards DBE participation. If the Consultant is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
2. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and actually performs the work with their own forces. Services subcontracted to a Non-DBE firm may not be credited toward the Prime Consultant's DBE attainment.

3. Consultant is to calculate and credit participation by eligible DBE vendors of equipment, materials, and suppliers toward DBE attainment, as follows:
  - A. Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a regular dealer; or
  - B. One hundred percent (100%) of expenditure(s) for equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
4. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward the prime Consultant's DBE attainment, provided that the fee or commission is reasonable, and not excessive, as compared with fees or commissions customarily allowed for similar work, including:
  - A. Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Contract;
  - B. Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves) when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
  - C. Fees and commissions charged for providing any insurance specifically required in the performance of the Contract.
5. Consultant may count the participation of DBE trucking companies toward DBE attainment, as follows:
  - A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
  - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - C. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
  - F. For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and

identification number of the DBE.

6. If the Consultant listed a non-certified 1<sup>st</sup> tier Subconsultant to perform work on this contract, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the contract. If a DBE Consultant performs the installation of purchased materials and supplies they are eligible for full credit of the cost of the materials.

**VII. Performance of DBE Subconsultants**

DBEs must perform work or supply materials as listed in the "DBE Participation Commitment Form" specified under "*DBE Proposal Submission Requirements*" of these special provisions. Do not terminate a DBE listed Subconsultant for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the AUTHORITY.

The AUTHORITY grants authorization to use other forces or sources of materials for requests that show any of the following justifications (written approval from the AUTHORITY must be obtained prior to effectuating a substitution):

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulate a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a Consultants' license and listed DBE does not have a valid license under Consultants License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE delays or disrupts the progress of the work.
7. Listed DBE becomes bankrupt or insolvent.

If a listed DBE Subconsultant is terminated, you must make good faith efforts to find another DBE Subconsultant to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution. The AUTHORITY does not pay for work or material unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section.

**VIII. Additional DBE Subconsultants**

In the event Consultant identifies additional DBE Subconsultants or suppliers not previously identified by Consultant for DBE participation under the contract, Consultant must notify



the Authority by submitting "Request for Additional DBE Firm" to enable Consultant to capture all DBE participation. Consultant must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specified value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

**IX. DBE "Frauds" and "Fronts"**

Only legitimate DBEs are eligible to participate as DBEs in the Authority's federally - assisted contracts. Proposers are cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

**X. Consultant's Assurance Clause Regarding Non-Discrimination**

In compliance with State and Federal anti-discrimination laws, the Consultant must affirm that they will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, the Consultant must affirm that they will consider, and utilize Subconsultants and vendors, in a manner consistent with non-discrimination objectives.

**XI. Prompt Payment Clause**

Upon receipt of payment by Authority, Consultant agrees to promptly pay each Subconsultant for the satisfactory work performed under this Agreement, no later than seven (7) calendar days. Consultant agrees further to return retainage payments to each Subconsultant within thirty (30) calendar days after the Subconsultant's work is satisfactorily completed. Authority reserves the right to request the appropriate documentation from Consultant showing payment has been made to the Subconsultants. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by Authority.

In accordance with 49 CFR part 26.29 "Prompt Payment Provisions" (DBE Final Rule) the Authority will elect to utilize the following method to comply with the prompt payment of retainage requirement:

Hold retainage from the Consultant and provide for prompt and regular incremental acceptances of portions of the Consultant, pay retainage to prime Consultants based on these acceptances, and require a contract clause obligating the Consultant to pay all retainage owed to the Subconsultants for satisfactory completion of the accepted work within thirty (30) days after payment to the Consultant.

Failure to comply with this provision or delay in payment without prior written approval from Authority will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to a withhold of two (2%) percent of the invoice amount due per month for every month that payment is not made.

These prompt payment provisions must be incorporated in all subcontract agreements issued by Consultant under this Agreement. Each subcontract must require the Subconsultant to make payments to sub-Subconsultants and suppliers in a similar manner.

**XII. Administrative Remedies and Enforcement**

Consultant must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs" and ensure that all Subconsultants regardless of tier are also fully compliant. Consultant's failure to comply constitutes a material breach of contract, wherein the Authority will impose all available administrative sanctions including payment withholdings, necessary to effectuate full compliance. In instances of identified non-compliance, a Cure Notice will be issued to the Consultant identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

The Consultant must be given ten (10) working days from the date of the Cure Notice to remedy or to (1) File a written appeal accompanied with supporting documentation and/or (2) Request a hearing with the Authority to reconsider the Authority's DBE determination. Failure to respond within the ten (10) working day period must constitute a waiver of the Consultant's right to appeal. If the Consultant files an appeal, the Authority, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If, after review of the Consultant's appeal, the Authority decides to uphold the decision to impose DBE administrative remedies on the Consultant, the written determination must state the specific remedy(s) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of contract and is subject to administrative remedies, including, withholding at minimum of two (2%) percent of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance the Authority will release all withholdings.

In addition to administrative remedies defined in this section, the Authority is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

**ARTICLE 6. ACCESS TO RECORDS AND REPORTS**

CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller General of the United States, or other agents of AUTHORITY, such access to CONSULTANT's accounting books, records, payroll documents and facilities of CONSULTANT which are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting books, records, work data, documents and activities related hereto. CONSULTANT shall maintain such books, records; data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors identified in this Agreement. CONSULTANT

shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

**ARTICLE 7. INCORPORATION OF FTA TERMS**

All contractual provisions required by Department of Transportation (DOT), whether or not expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

**ARTICLE 8. ENERGY CONSERVATION REQUIREMENTS**

CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy Conservation Act.

**ARTICLE 9. FLY AMERICA REQUIREMENTS**

CONSULTANT agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipient of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONSULTANT agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**ARTICLE 10. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY OCEAN VESSEL**

A. CONSULTANT shall utilize privately owned United States-flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

B. CONSULTANT shall furnish within twenty (20) working days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph 0 of this Article to AUTHORITY (through CONSULTANT in the case of subcontractor bills-of-lading)

and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590, marked with appropriate identification of the project.

**ARTICLE 11. PROHIBITED INTERESTS**

A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

B. No member of or delegate to, the Congress of the United States shall have any interest, direct or indirect, in this Agreement or to the benefits thereof.

**ARTICLE 12. ALCOHOL AND DRUG POLICY**

A. CONSULTANT agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit B, and produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

**ARTICLE 13. PRIVACY ACT**

CONSULTANT shall comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government before CONSULTANT or its employees operate a system of records on behalf of the Federal Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

**ARTICLE 14. CONFLICT OF INTEREST**

CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or potentially unable to render impartial assistance or advice to the Authority; CONSULTANT's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. CONSULTANT is obligated to fully disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONSULTANT. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this Agreement.

**ARTICLE 15. CODE OF CONDUCT**

CONSULTANT agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party contracts which is hereby referenced and by this reference is incorporated herein. CONSULTANT agrees to include these requirements in all of its subcontracts.

**ARTICLE 16. PROTEST PROCEDURES**

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator/Buyer responsible for this procurement. Any protest filed by CONSULTANT in connection with this solicitation must be submitted in accordance with the Authority's written procedures.

**The following additional provisions apply to all purchases over \$10,000**

**ARTICLE 17. TERMINATION**

A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be given to CONSULTANT in accordance with the provisions of the FAR referenced above. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience.

B. AUTHORITY may terminate this Agreement for CONSULTANT's default if a federal or state proceeding for the relief of debtors is undertaken by or against CONSULTANT, or if CONSULTANT makes an assignment for the benefit of creditors, or for cause if CONSULTANT fails to perform in accordance with the scope of work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY. CONSULTANT shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of such default or breach including, but not limited to, reprocurement costs of the same or similar services defaulted by CONSULTANT under this Agreement. Such termination shall comply with CFR Title 48, Chapter 1, Part 49, of the FAR.

**ARTICLE 18. RECYCLED PRODUCTS**

CONSULTANT shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to include this requirement in all of its subcontracts.

**The following additional provisions apply to all purchases over \$25,000**

**ARTICLE 19. DEBARMENT & SUSPENSION:**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A certification process has been established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily excluded persons or firms do not participate in Federally assisted projects. The inability to provide the required certification will not necessarily result in denial of participation in a covered transaction. A person or firm that is unable to provide a positive certification as required by this solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

**The following additional provisions apply to all purchases over \$100,000:**

**ARTICLE 20. DISPUTES**

A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by AUTHORITY's Director, Contracts Administration and Materials Management (Camm), who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, Camm, shall be final and conclusive.

B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, CONSULTANT shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

C. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with the performance of this Agreement and in accordance with the decision of AUTHORITY's Director, Camm. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any AUTHORITY official or representative on a question of law, which questions shall be settled in accordance with the laws of the state of California.

**ARTICLE 21. CLEAN WATER REQUIREMENTS**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 22. CLEAN AIR**

CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its subcontracts.

**ARTICLE 23. LOBBYING**

CONSULTANT's who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**The following additional provisions apply to all purchases over \$150,000**

**ARTICLE 24. BUY AMERICA**

A. CONSULTANT is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

B. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials

comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions listed herein.

C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel and iron materials of the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. CONSULTANT shall furnish the AUTHORITY acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials in the work.



CITY SUPPORT WORK PLAN

OC Streetcar				
City of Garden Grove Work Plan				
Construction Phase Support Budget				
				3/15/2017
	2018 - 2020			
Department	Project Coordination	Design & Permit Reviews	Const. Oversight & Submittal Reviews	Public Outreach
City of Garden Grove	\$27,856	\$9,300	\$46,614	\$3,734
<b>Total</b>	\$87,504			
<b>Total Budget Amount</b>	<b>\$87,504</b>			
Note: The Work Plan establishes the budget for this AGREEMENT; actual costs will be determined based upon actual hours expended, direct and indirect rates and consultant costs as outlined in Exhibit C.				

**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 Griffith Company for Project No. 7254 Magnolia Street Rehabilitation from SR 22 Freeway Off-Ramp to Garden Grove Boulevard. (Cost: \$2,988,838) ( <i>Action Item</i> )		
		Date:	4/11/2017

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**OBJECTIVE**

For the City Council to award a contract to Griffith Company, for the construction of Project No. 7254 Magnolia Street Rehabilitation from 22 Freeway Off-ramp to Garden Grove Boulevard.

**BACKGROUND**

The proposed project generally consists of roadway rehabilitation by full depth reclamation and cement treatment, asphalt paving, cold milling, replacement of PCC sidewalk, curb, curb & gutter, stamped concrete, drive approach, cross gutter, alley apron, bus pad, local depression, and handicap ramps, installation of catch basin inlet filters, adjustment of utility covers to finish grade, storm drain improvements, water main improvements, installation of traffic signal detector loops, installation of traffic striping, raised pavement markers, and signage, reestablishment of centerline ties and monuments, and installation of irrigation and landscaping.

The proposed project will also include the closure of Larson Avenue at Magnolia Street due to existing unsafe conditions. As a result, the project will also remove the northbound left-turn lane into Larson Avenue and allow for additional landscape planting in the median. The closure was approved by City Council on December 13, 2016. The proposed street reconstruction project will significantly improve ride, safety and appearance of this arterial street and reduce maintenance.

**DISCUSSION**

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Five (5) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on March 28, 2017. The lowest qualified bidder is Griffith Company, with a total bid of

\$2,988,838. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

- Award Contract - April 11, 2017;
- Begin Construction (estimated) - May 22, 2017;
- Complete Construction (estimated) - September 13, 2017.

#### FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the Fiscal Year 2016/17 Capital Improvement Budget, and is funded by Measure "M2 Fairshare, gas tax, drainage fee, and California State Tire Recycle grant funds.

#### RECOMMENDATION

It is recommended that the City Council:

- Award a Contract to Griffith Company, in the amount of \$2,988,838.00, for Project No. 7254 Magnolia Street Rehabilitation from 22 Freeway Off-ramp to Garden Grove Boulevard; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Nick Hsieh, P.E., Associate Engineer

#### ATTACHMENTS:

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Bid Summary Sheet	3/30/2017	Cover Memo	Bid_Summary_7254_Magnolia.docx
Construction Award	3/30/2017	Cover Memo	Contruction_Agreement_7254_Magnolia.doc

**CITY OF GARDEN GROVE  
PUBLIC WORKS DEPARTMENT  
Engineering Division**

**BID SUMMARY SHEET**

**FOR**

**PROJECT NO. 7254 MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY  
OFFRAMP TO GARDEN GROVE BOULEVARD**

**BID OPENING: DATE: March 28, 2017                      TIME: 11:00 A.M.**

**ENGINEER'S ESTIMATE: \$ 2,988,150.00**

	<b><i>Bidder's Name</i></b>	<b><i>Total Bid</i></b>	<b><i>% Under/Over Engrs. Est</i></b>
	<b><i>Griffith Company, Santa Fe Springs</i></b>	<b><i>\$2,988,838.00</i></b>	<b><i>0.02% Over</i></b>
	<b><i>R.J. Noble Company, Orange</i></b>	<b><i>\$3,114,055.00</i></b>	<b><i>4.21% Over</i></b>
	<b><i>All American Asphalt, Corona</i></b>	<b><i>\$3,606,067.00</i></b>	<b><i>20.68% Over</i></b>
	<b><i>Sully Miller, Brea</i></b>	<b><i>\$4,428,000.00</i></b>	<b><i>48.19 % Over</i></b>
	<b><i>Future DB International, Irvine</i></b>	<b><i>\$5,851,842.00</i></b>	<b><i>95.83 % Over</i></b>

## **SECTION 5 - AGREEMENT**

### **CONSTRUCTION AGREEMENT**

\_\_\_\_\_  
**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and \_\_\_\_\_ hereinafter 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 City Council Authorization dated \_\_\_\_\_.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY OFFRAMP TO GARDEN GROVE BLVD, CITY PROJECT NO. 7254.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

#### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to CITY'S Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY OFFRAMP TO GARDEN GROVE BLVD, CITY PROJECT NO. 7254.**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY OFFRAMP TO GARDEN GROVE BLVD, CITY PROJECT NO. 7254.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by, reference.
- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.
- The Contract time shall commence on the fifteenth (15<sup>th</sup>) calendar day following the Notice to Proceed** issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within **eighty (80) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.
- 5.6 Time is of the Essence.** Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract

## **SECTION 5 - AGREEMENT** (Continued)

Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

- 5.7 Excusable Delays.** CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; any act of negligence or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

### **5.9 Changes in Project.**

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within



## **SECTION 5 - AGREEMENT** (Continued)

thirty (30) days of receipt of the request either approving or denying the request.

**5.9.3** Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

**5.9.4** Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

**5.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

**5.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

**5.9.7** CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change there from is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deductions, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefore shall be submitted without delay by CONTRACTOR to CITY.

**5.10 Liquidated Damages for Delay.** The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Fifteen Hundred Dollars (\$1,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

## **SECTION 5 - AGREEMENT** (Continued)

- 5.11 Contract Price and Method of Payment.** CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Dollars and No Cents (\$00.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

- 5.12 Substitution of Securities in Lieu of Retention of Funds.** Pursuant to California Public Works Contract Code § 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

- 5.13 Completion.** Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

**5.14 CONTRACTOR 's Employees Compensation**

**5.14.1 General Prevailing Rate.** CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher

## **SECTION 5 - AGREEMENT** (Continued)

wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

**5.14.2 Forfeiture for Violation.** CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

**5.14.3 Apprentices.** Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

**5.14.4 Workday.** In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

**5.14.5 Record of Wages: Inspection.** CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority

## **SECTION 5 - AGREEMENT** (Continued)

over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports **and cancelled checks** for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. *If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply.* Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

**5.14.6 Contractor Registration.** CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

**5.14.7 Posting of Job Site Notices.** CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

**5.14.8 Notice of DIR Compliance Monitoring and Enforcement.** Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

**5.15 Surety Bonds.** CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY."

## **SECTION 5 - AGREEMENT** (Continued)

### **5.16 Insurance.**

**5.16.1 COMMENCEMENT OF WORK.** CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract. CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

**5.16.2** CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

**5.16.3** CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

**5.16.4** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, 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. (**Form CG 20 26 07 04 & Form CG 20 37 07 04** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

## **SECTION 5 - AGREEMENT** (Continued)

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, 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. (**Form CA 20 48 02 99** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

**5.16.5** Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this

## **SECTION 5 - AGREEMENT** (Continued)

Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons

## **SECTION 5 - AGREEMENT** (Continued)

(CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

### **5.18 Termination.**

**5.18.1** This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

**5.18.2** If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

**5.18.3** Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

**5.18.4** Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

**5.19 Warranty.** The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.



**SECTION 5 - AGREEMENT** (Continued)

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

**5.20 Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements. Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

**5.21 Notices.** Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

TO CITY:

*City of Garden Grove.  
Public Works Department  
Attention: Nick Hsieh  
11222 Acacia Parkway  
Garden Grove, CA 92842  
(714) 741-5190  
(714) 741-5578 Fax*

TO CONTRACTOR:

**SECTION 5 - AGREEMENT** (Continued)

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

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

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

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

**Scott C. Stiles**  
**City Manager**

**ATTEST:**

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

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

**"CONTRACTOR"**

\_\_\_\_\_.

CONTRACTOR'S State License No. \_\_\_\_\_  
(Expiration Date: \_\_\_\_\_)

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

Title: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

Date \_\_\_\_\_

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

## FAITHFUL PERFORMANCE BOND

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal, and \_\_\_\_\_,  
as Surety, are held and firmly bound unto the City of Garden Grove, (CITY) in the sum of \_\_\_\_\_

\_\_\_\_\_ Lawful money of the United States, for the payment of which we bind heirs, our executors, administrators, successors, and ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
telephone no. \_\_\_\_\_; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone no. are as follows:

License No.: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a party to the transaction:

Name of non-resident agent: \_\_\_\_\_

Non-resident agent's office address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has agreed entered into a contract attached hereto, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, with the CITY OF GARDEN GROVE for **MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY OFFRAMP TO GARDEN GROVE BLVD, CITY PROJECT NO. 7254.**
2. If the Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of the contract to be performed by the Principal, as set forth in the contract, then this bond shall be null and void; otherwise, it shall remain in full force and effect. In the event that suit is instituted to recover on this bond, the Surety will pay reasonable attorneys' fees.
3. Further, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents or of work performed shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

**FAITHFUL PERFORMANCE BOND (Continues)**

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Principal

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

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
California Resident Agent

By: \_\_\_\_\_  
Non-resident Agent - Attorney-in-Fact

STATE OF CALIFORNIA       )  
  )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared \_\_\_\_\_ known to me to be the Attorney-in-Fact of the \_\_\_\_\_, of \_\_\_\_\_ (Corporation) \_\_\_\_\_, and acknowledged that it executed the attached bond to the \_\_\_\_\_ (State)

City of Garden Grove as such Attorney-in-Fact and as the free act and deed of the corporation, and that the bond was executed on behalf of the corporation by authority of its Board of Directors.

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

(Acknowledgment by Non-resident Agent as Attorney-in-Fact must be attached.)

\_\_\_\_\_  
Notary Public in and for said County and State  
My Commission expires: \_\_\_\_\_

## LABOR AND MATERIAL BOND

Bond No. \_\_\_\_\_  
Premium \_\_\_\_\_

NOTICE: TO WHOM IT MAY CONCERN: those we, \_\_\_\_\_

\_\_\_\_\_,  
as Principal, and \_\_\_\_\_, as Surety,  
are held and firmly bound unto the City of Garden Grove, California ("CITY") in the sum of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_), lawful money of the United  
States, for the payment of the sum, we bind heirs, our executors, administrators, successors, and  
ourselves jointly and severally.

That the Surety's office is located at \_\_\_\_\_,  
\_\_\_\_\_ telephone no. \_\_\_\_\_; the Surety is licensed to do business in the  
State of California; and the California Insurance Agent's License No., address, and telephone no. are  
as follows:

License No.: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

That the following clause must be completed if, in fact, a non-resident agent for the Surety is a  
party to the transaction:

Name of non-resident agent: \_\_\_\_\_  
Non-resident agent's office address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No.: \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

1. The Principal has entered into a contract attached hereto, dated \_\_\_\_\_ day of \_\_\_\_\_, 2017, with the CITY OF GARDEN GROVE for **MAGNOLIA STREET REHABILITATION FROM 22 FREEWAY OFFRAMP TO GARDEN GROVE BLVD, CITY PROJECT NO. 7254.**
2. If the Principal, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements, or machinery used in, upon, for, or about, the performance of the improvement, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor, and provided that the claimant shall have complied with the provision of the code, the Surety or Sureties will pay for same in the amount not exceeding the sum specified in this bond; otherwise, the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay reasonable attorneys' fees.
3. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the contract documents, or of work performed, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or modification of the contract documents, or of work to be performed.

4. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to the claims under Civil Code 3181 et seq., so as to give a right of action to them or their assignees in any suit brought upon this bond.

Principal	Principal
By: _____	Surety
By: _____	Attorney-in-Fact
By: _____	California Resident Agent
By: _____	Non-resident Agent - Attorney-in-Fact

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the Attorney-in-Fact of the \_\_\_\_\_, of \_\_\_\_\_  
(Corporation)  
\_\_\_\_\_, and acknowledged that it executed the attached bond to the  
(State)

IN WITNESS WHEREOF, I have herewith set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Notary Public in and for said County and State  
My Commission expires:

## **ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_,  
hereinafter called "owner", \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
hereinafter called "contractor", \_\_\_\_\_,  
and \_\_\_\_\_, whose address  
is \_\_\_\_\_,  
hereinafter called "escrow agent."

For the consideration hereinafter set forth, the owner, contractor, and escrow agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, the contractor has the option to deposit securities with the escrow agent as a substitute for retention earnings required to be withheld by the owner pursuant to the construction contract entered into between the owner and contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereafter referred to as the "contract"). Alternatively, on written request of the contractor, the owner shall make payments of the retention earnings directly to the escrow agent. When the contractor deposits the securities as a substitute for the contract earnings, the escrow agent shall notify the owner within ten days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the owner and contractor. Securities shall be held in the name of the, \_\_\_\_\_ and shall designate the contractor as the beneficial owner.

(2) The owner shall make progress payments to the contractor for those funds which otherwise would be withheld from progress payments pursuant to the contract provision, provided that the escrow agent holds securities in the form and amount specified above.

(3) When the owner makes payment of retentions earned directly to the escrow agent, the escrow agent shall hold them for the benefit of the contractor until such time as the escrow created under this contract is terminated. The contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the owner pays the escrow agent directly.

(4) The contractor shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest on the interest shall be the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the owner.

(6) The contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to the escrow agent accompanied by written authorization from the owner to the escrow agent that the owner consents to the withdrawal of the amount sought to be withdrawn by contractor.

(7) The owner shall have a right to draw upon the securities in the event of default by the contractor. Upon two days' written notice to the escrow agent from the owner of the default, the

escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the owner.

(8) Upon receipt of written notification from the owner certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, the escrow agent shall release to the contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.

(9) The escrow agent shall rely on the written notifications from the owner and the contractor pursuant to Sections (1) to (8), inclusive, of this agreement and the owner and contractor shall hold the escrow agent harmless from the escrow agent's release, conversion, and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the owner and on behalf of the contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of the owner:

On behalf of the contractor:

---

On behalf of the owner:  
Title

---

On behalf of the contractor:  
Title

---

Name

---

Name

---

Signature

---

Signature

---

Address

---

Address



On behalf of the escrow agent:  
Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

At the time the escrow account is opened, the owner and contractor shall deliver to the escrow agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner/Contractor \_\_\_\_\_

Dated: \_\_\_\_\_

Title/Title \_\_\_\_\_

Approved as to Form \_\_\_\_\_

City Attorney

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: City Manager Dept.: City Clerk  
Subject: Ordinance No. 2878 Date: 4/11/2017  
presented for second reading  
and adoption entitled:

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Attached for second reading and recommended adoption is Ordinance No. 2878 that includes Development Agreement No. DA-005-2017.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Ordinance	4/6/2017	Cover Memo	2878_DA-005- 2017_second_reading.pdf

GARDEN GROVE CITY COUNCIL

ORDINANCE NO. 2878

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADOPTING  
DEVELOPMENT AGREEMENT NO. DA-005-2017 BETWEEN THE CITY OF GARDEN  
GROVE AND SCOTT A. LISSOY, TRUSTEE OF THE LISSOY TRUST

***City Attorney Summary***

***This Ordinance approves a Development Agreement between the City of Garden Grove and Scott A. Lissoy, Trustee of the Lissoy Trust, the developer of a proposed 16-unit mixed-use development (with two (2) work-live units and 14 residential units) to be located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard. The agreement provides that the developer will be entitled to build the project in accordance with the land use entitlement approved pursuant to Site Plan No. SP-034-2017 for a period of 4 years. The agreement further provides for a development agreement payment to the City of Garden Grove in an amount not to exceed \$30,656.00.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, the City of Garden Grove has received an application from Far West Industries (Developer) for Development Agreement No. DA-005-2017 to construct a 16-unit, three-story mixed-use development, consisting of two (2) commercial storefronts fronting on Garden Grove Boulevard with residential units above and 14 residential units on the 28,232 square foot site with related improvements on that certain real property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard Assessor's Parcel Nos. 100-013-09, 100-013-10, and 100-013-13 (the "Project"); and

WHEREAS, pursuant to a legal notice, a Public Hearing was held by the City Council on March 28, 2017, and all interested persons were given an opportunity to be heard; and

WHEREAS, Development Agreement No. DA-005-2017 is consistent with the CC-3 (Civic Center Core) zoning, including the goals and policies of the Garden Grove General Plan (Civic Center Mixed Use Land Use Designation); and

1. WHEREAS, The City of Garden Grove has determined that this action is exempt pursuant to Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitations are true and correct.

Section 2. Environmental Review. Pursuant to CEQA, the City Council has determined that this action is exempt pursuant to Section 15332 (In-Fill Development Projects) of the California Environmental Quality Act.

Section 3. Approval. Development Agreement No. DA-005-2017 is hereby adopted for property located on the south side of Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Assessor's Parcel Nos. 100-013-09, 100-013-10, and 100-013-13. A copy of Development Agreement No. DA-004-2016 is attached to this Ordinance and is on file in the City Clerk's Office.

Section 4. Recording. Pursuant to California Government Code Section 65868.5, the City Clerk shall record a copy of the Development Agreement with the County Recorder for the County of Orange within 10 days after the Development Agreement is executed.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

Section 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     ) SS:  
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on March 28, 2017, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BEARD, O'NEILL, NGUYEN T., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )

City Clerk's Office )  
City of Garden Grove )  
11222 Acacia Parkway )  
Garden Grove, CA 92840 )  
)  
)

---

(Space above for Recorder.)

of a recording fee pursuant to This document is exempt from payment  
Government Code Section 6103.

Dated: \_\_\_\_\_

**DEVELOPMENT AGREEMENT NO. DA-005-2017**

**SITE PLAN NO. SP-034-2017, CONDITIONAL USE PERMIT NO. CUP-097-2017,  
TENTATIVE TRACT MAP NO. TT-17928**

(Scott A. Lissoy, Trustee of the Lissoy Trust)

**THIS DEVELOPMENT AGREEMENT** ("Agreement" or "Development Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date"), by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), on the one hand, and Scott A. Lissoy, Trustee of the Lissoy Trust ("DEVELOPER"), on the other hand, pursuant to the authority set forth in Article 2.5 of Chapter 4 of Division I of Title 7, Sections 65864 through 65869.5 of the California Government Code.

**RECITALS**

The following recitals are a substantive part of this Agreement:

- A. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of a 16-unit mixed use development, two (2) work-live and 14 residential, on a vacant 28,232 square foot lot with related site improvements (the "PROJECT") on that certain real property located on the south side of

Garden Grove Boulevard, east of Euclid Street, at 11222 Garden Grove Boulevard, Garden Grove, California, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "PROPERTY").

- B. In order to implement the PROJECT, DEVELOPER has submitted, and CITY has approved, Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 and associated conditions of approval for the PROJECT.
- C. The CITY and DEVELOPER desire to enter into this Development Agreement for the construction of the PROJECT pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4 of Division 1 of Title 7 of the California Government Code (the "Development Agreement Statute").
- D. The PROJECT is a development requiring certain discretionary approvals by the CITY before it may be constructed.
- E. The Development Agreement Statute provides the authority for CITY to enter into binding development agreements with a person having a legal and equitable interest in real property.
- F. DEVELOPER represents that it owns and/or has an equitable interest in the PROPERTY.

### **AGREEMENT**

#### **THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

- 1. DURATION. This Agreement and Land Use Entitlements described in Section 2 shall expire four (4) years from the Effective Date, unless any duty specified remains executory, in which case this Agreement may be renewed for a successive one year term at discretion of CITY, pursuant to law, until all duties are performed. The effective date of this agreement shall begin on the date first identified above.
- 2. Permitted Uses/Land Use Entitlements. The following uses are permitted on the PROPERTY: A 16-unit mixed-use project with two (2) work-live units and 14 residential units. The residential units range in size from 1,453 square feet to 2,327 square feet and the work-live units are 3,398 square feet. 14 of the units are two-bedroom including the work-live units which contain ground floor commercial space with a loft. There are two (2) one-bedroom units on the site with one in each of the rear triplex buildings. All of the units are three-story in height. Additionally, each unit has an attached two-car garage. The work-live units have the attached two-car garage in a tandem format. The following land use entitlements have been granted: Site Plan No. SP-034-2017, Conditional Use

Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928. The Development is subject to the development standards of the City's Mixed Use Development Standards (Chapter 9.12 of Title 9 of the City's Municipal Code) and the base zoning of CC-3 (Civic Center Core), and the Conditions of Approval to Site Plan No. SP-034-2017.

3. Density/Intensity. The density or intensity of the PROJECT is as follows: mixed use project consisting of 16-units, two (2) work-live and 14 residential, with related improvements on a 28,232 square foot site. This is equal to 24 units per acre.
4. Maximum Height and Building Size. The maximum height and building sizes are as follows: The maximum building height shall be three (3) stories with an overall height not to exceed 40-feet and the building area is comprised of approximately 15,400 square feet, as indicated on the site plan and elevations.
5. Reservation or Dedication. The reservation of easements or dedication of property to the CITY to allow the construction of the proposed residential development shall be as shown on and/or conditioned in the approved Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
6. Improvements. The improvements described in Planning Commission Resolution No. 5880-17 shall be constructed prior to the occupancy of the proposed development or the issuance of any certificate of occupancy for any unit of the development, all in accordance with the terms and conditions of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
7. Scope of PROJECT. The PROJECT shall consist of a mixed-use project consisting 16-units, two (2) work-live and 14 residential, that range in size from 1,453 square feet to 3,398 square feet, with related improvements.
8. Resolution/Material Terms. All Conditions of Approval as per Resolution No. 5880-17 attached hereto and incorporated herein as "Exhibit B," are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Development Agreement Payment. DEVELOPER shall pay a development agreement payment to the CITY as follows:
  - 9.1 Amount. \$750 per unit and shall be paid prior to issuance of any building permits.
  - 9.2 Amount. The DEVELOPER shall make a contribution of \$1,166 per unit toward construction of a Fire Station, including, but not limited to, related



equipment, furnishings, and fixtures, etc., as part of this Development Agreement and shall be paid prior to issuance of any building permits.

- 9.3 Not to Exceed. Payment under this Agreement shall not exceed \$30,656.00.
10. City Agreement. CITY agrees that the sums to be paid to the CITY, pursuant to Paragraph 9, will reimburse CITY for the cost of certain CITY services required by the PROJECT that are not otherwise being reimbursed to CITY.
11. Payment Due Date. The payment amount of \$30,656.00 shall be due and payable prior to the issuance of building permits for the PROJECT.
12. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
- A. Failure of Developer to perform any of the provisions of this Agreement, or
  - B. Mutual agreement of the parties.
13. Periodic Review. CITY's Director of Community and Economic Development shall review DEVELOPER'S performance every twelve (12) months at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review, CITY's Community and Economic Development Director determines that DEVELOPER has not demonstrated good faith compliance with this Agreement, CITY shall hold a public hearing before CITY's City Council. If, following such public hearing, CITY's City Council finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement.
14. City Discretion. So long as the Agreement remains in effect, DEVELOPER shall have the full vested right to construct and complete development of the PROJECT and the use of the PROPERTY consistent with the land use entitlements identified in Paragraph 2. Otherwise, CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT that it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature that apply to the PROJECT and the PROPERTY and that this Agreement does not relieve DEVELOPER of the necessity of filing applications for and obtaining any such permits.
15. Improvement Schedule. The following improvements shall be constructed by the stated dates:

- All repairs and improvements to the public right-of-way, required pursuant to Planning Commission Resolution No. 5880-17, shall be completed prior to the issuance of any certificates of occupancy or release of any public utilities.
16. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied.
18. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:  
Scott A. Lissoy, Trustee of the Lissoy Trust  
2922 Daimler Street  
Santa Ana, CA 92705  
Attn.: Jorge Alvarez
- B. Address of CITY is as follows:  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840
19. DEVELOPER'S Proposal. The PROJECT shall include DEVELOPER's proposal, as modified by Planning Commission and City Council, including all Conditions of Approval contained in Planning Commission Resolution No. 5880-17, which shall be incorporated herein by this reference. In the event of any inconsistency between terms of the proposal and this Agreement, the terms of this Agreement shall govern.
20. Licenses, Permits, Fees, and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
21. Time of Essence. Time is of the essence in the performance of this Agreement.
22. Successor's In Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon and for the benefit of any future lessees or other owners of an interest in PROPERTY.
23. 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.

24. Indemnification. DEVELOPER 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 DEVELOPER, DEVELOPER'S agents, officers or employees, or contractors or subcontractors hired by DEVELOPER.
25. Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written, regarding the subject matter set forth herein. This Agreement may be modified only by subsequent mutual written agreement executed by CITY, and the DEVELOPER and approved by CITY in accordance with the Development Agreement Statute.
26. Recordation. The City Clerk shall cause this Agreement to be recorded against the PROPERTY within ten (10) days of its Effective Date.
27. Remedies. The breach or default of any term or provision of this Agreement by either party shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement, including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.
28. Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or default are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, material or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause.
29. Attorney's Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party

shall be entitled to recover from the other party its costs of suit and reasonable attorney's fees.

30. Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each other and every such right, power, remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
31. Waiver of Terms and Conditions. The CITY may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
32. Non-Liability of City Officials and Employees. No member, official, employee or agent of the CITY shall be personally liable to the DEVELOPER, or any successor in interest, in the event of any default or breach by the CITY or for any amount that may become due to the DEVELOPER or its successors, or on any obligations under the terms of this Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

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

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

**"CITY"**  
**CITY OF GARDEN GROVE, a**  
**Municipal Corporation**

BY \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

**"DEVELOPER"**

**Scott A. Lissoy,**  
**Trustee of the Lissoy Trust**

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

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

(Signature must be notarized.)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Garden Grove City Attorney

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

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

Real property in the City of Garden Grove, County of Orange, State of California,  
described as follows:

LOTS 30, 31 AND 32 IN BLOCK B OR TRACT NO. 1089, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 39, PAGES 13 AND 14 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH THE EAST HALF OF ELMWOOD STREET LYING NORTH OF THE WESTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 30, AS ABANDONED BY RESOLUTION NO. 3661-69 OF THE CITY COUNCIL OF SAID CITY, A CERTIFIED COPY OF WHICH WAS RECORDED APRIL 8, 1969 IN BOOK 8921 PAGE 815 OF OFFICIAL RECORDS.

APN: 100-013-09, 100-013-10, 100-013-13

**EXHIBIT "B"**

**CONDITIONS OF APPROVAL**

**Site Plan No. SP-034-2017**

11222 Garden Grove Boulevard

**CONDITIONS OF APPROVAL**

**General Conditions**

1. Each owner of the property shall execute, and the applicant shall record against the property, a "Notice of Discretionary Permit Approval and Agreement with Conditions of Approval," as prepared by the City Attorney's Office, within 30 days of approval. The applicant shall provide the City with a copy of the recorded Notice within ten (10) days of its recordation.
2. All Conditions of Approval set forth herein, or contained in Resolution No. 5880-17, shall be binding on and enforceable against each of the following, and whenever used herein, the term "applicant" shall mean and refer to each of the following: the project applicant, Far West Industries, the developer of the project, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns. All Conditions of Approval are required to be adhered to for the life of the project, regardless of property ownership. Except for minor modifications approved by the Community and Economic Development Director pursuant to Condition No. 4, below, any changes to the Conditions of Approval require approval by the Planning Commission. All Conditions of Approval herein shall apply to Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
3. Approval of this Site Plan, Conditional Use Permit, and Tentative Tract Map shall not be construed to mean any waiver of applicable and appropriate zoning and

other regulations; and wherein not otherwise specified, all requirements of the City of Garden Grove Municipal Code shall apply.

4. Minor modifications to the Site Plan and/or these Conditions of Approval, which do not materially change the scope or intensity of the project and which will not result in impacts that have not previously been addressed, may be approved by the Community and Economic Development Director, in his or her discretion. Proposed modifications to the project, approved site plan, floor plan, and/or these Conditions of Approval determined by the Community and Economic Development Director not to be minor in nature shall be subject to approval of new and/or amended land use entitlements by the applicable City hearing body.
5. All conditions of approval shall be implemented at the applicant's expense, except where otherwise expressly specified in the individual condition.
6. All lighting structures shall be placed so as to confine direct rays to the subject property. All exterior lights shall be reviewed and approved by the City's Planning Division. Lighting adjacent to residential properties shall be restricted to low decorative type wall-mounted lights, or a ground lighting system. Lighting shall be provided throughout all private drive aisles and entrances to the development per City standards for street lighting. Lighting in the common areas shall be directed, positioned, or shielded in such a manner so as not to unreasonably illuminate the window areas of nearby residences. Provide a lighting plan for review and approval by the Planning Services Division prior to issuance of a building permit.
7. The applicant shall submit detailed plans showing the proposed location of utilities and mechanical equipment to the Community and Economic Development Department for review and approval prior to Building Division Plan Check. The project shall also be subject to the following:
  - a. All on-site and off-site utilities (off-site refers to the areas within public right-of-way to the center line of the streets adjacent to the subject property) within the perimeter of the site and to the centerline of the adjacent streets shall be installed or relocated underground.
  - b. Above-ground utility equipment (e.g., electrical, gas, telephone, cable TV) shall not be located in the street setbacks, within the common areas along Garden Grove Boulevard, or any parking areas and shall be screened to the satisfaction of the Community and Economic Development Department.



- c. No roof-mounted mechanical equipment, including but not limited to dish antennas, shall be permitted unless a method of screening complementary to the architecture of the building is approved by the Community and Economic Development Department prior to the issuance of building permits. Said screening shall block visibility of any roof-mounted mechanical equipment from view of public streets and surrounding properties.
- d. All ground, roof, or wall-mounted mechanical equipment shall be screened from public view from adjacent properties and the public right-of-way and shall also be screened, to the extent feasible, from on-site areas.

#### **Public Works Engineering Division**

- 8. The applicant shall be subject to Traffic Mitigation Fees, In-Lieu Park Fees, Drainage Facilities Fees, Water Assessment Fees, and other applicable mitigation fees identified in Chapter 9.44 of the Garden Grove Municipal Code, along with all other applicable fees duly adopted by the City.
- 9. A geotechnical study prepared by a registered geotechnical engineer is required. The report shall analyze the liquefaction potential of the site and make recommendations. The report shall analyze sub-surface issues related to the past uses of the site, including sub-surface tanks and basement and septic facilities. Any soil or groundwater contamination shall be remediated prior to the issuance of a building permit in a manner meeting the approval of the City Engineer in concert with the Orange County Health Department. The report shall make recommendations for pavement design of the drive aisles and parking spaces. The report shall also test and analyze soil conditions for LID (Low Impact Development) principles and implementations, including potential infiltration alternatives, soil compaction, saturation, permeability and groundwater levels.
- 10. A separate street permit is required for work performed within the public right-of-way.
- 11. Separate grading and street improvement plans prepared by a registered Civil Engineer are required. The grading plan shall be based on a current survey of the site, including a boundary survey, topography on adjacent properties up to 30' outside the boundary, and designed to preclude cross-lot drainage. Minimum grades shall be 0.50% for concrete flow lines and 1.25% for asphalt. The grading plan shall also include water and sewer improvements. The grading plan shall include a coordinated utility plan. Street improvement plan

shall conform to all format and design requirements of the City Standard Drawings & Specifications.

12. Prior to the issuance of any grading or building permits or prior to recordation upon subdivision of land if determined applicable by the City Building Official, the applicant shall submit to the City for review and approval a *Final* Water Quality Management Plan that:
  - Addresses Site Design BMPs based upon the geotechnical report recommendations and findings such as infiltration minimizing impervious areas, maximizing permeability, minimizing directly connected impervious areas, creating reduced or “zero discharge” areas, and conserving natural areas.
  - Incorporates the applicable Routine Source Control BMPs as defined in the DAMP.
  - Incorporates structural and Treatment Control BMPs as defined in the DAMP.
  - Generally describes the long-term operation and maintenance requirements for the Treatment Control BMPs.
  - Identifies the entity that will be responsible for long-term operation and maintenance of the Treatment Control BMPs.
  - Describes the mechanism for funding the long-term operation and maintenance of the Treatment Control BMPs.
13. Prior to grading or building permit closeout and/or the issuance of a certificate of use or a certificate of occupancy, the applicant shall:
  - Demonstrate that all structural best management practices (BMPs) described in the Project WQMP have been constructed and installed in conformance with approved plans and specifications.
  - Demonstrate that applicant is prepared to implement all non-structural BMPs described in the Project WQMP.
  - Demonstrate that an adequate number of copies of the approved Project WQMP are available on-site.
  - Submit for review and approval by the City an Operations and Maintenance (O&M) Plan for all structural BMPs.
14. Prior to the issuance of a grading permit, the applicant shall provide a hydrological analysis with scaled map and calculations and hydraulic calculations to size drainage facilities per Orange County RDMD standards. Parkway culverts shall be designed per Orange County standard plan 1309, Type B. BMP's shall be sized per the requirements of the latest Technical Guidance Documents.
15. Prior to issuance of a grading permit, the applicant shall design a lighting plan within the development in a manner meeting the approval of the City Engineer.

16. Prior to the issuance of the street improvements and grading permit, provide subdivision completion bonds for all work constructed under the street, improvements and grading permit in a manner satisfactory to the City Engineer, City Attorney, and City Finance Department (Risk Management). Alternate forms of security may be considered, solely in the discretion of the City Engineer and with the concurrence of the City Attorney and City Finance Department (Risk Management).
17. The applicant shall construct the driveway entrance to the development per City of Garden Grove Standard Plan B-120 with conforming ADA landing and pathways where public and private sidewalks intersect. All designs must conform to latest ADA standards.
18. No parallel curb parking shall be permitted anywhere on the site and Garden Grove Boulevard.
19. All parking spaces that abut to sidewalks that are not elevated with a curb face to the stall shall have wheel stops.
20. The grading plan shall provide an accessibility route for the ADA pathway in conformance with the requirements of the Department of Justice standards, latest edition.
21. Orange County Storm Water Program manual requires all contractors to provide a dumpster on-site during construction unless an Encroachment Permit is obtained for placement in street.
22. Any new or required block walls and/or retaining walls shall be shown on the grading plans. Cross sections shall show vertical and horizontal relations of improvements and property line. Block walls shall be designed in accordance to City standards or designed by a professional registered engineer.
23. All trash container areas shall meet the following requirement:
  - Paved with an impervious surface, designed not to allow run-on from adjoining areas, designed to divert drainage from adjoining roofs and pavements diverted around the area, screened or walled to prevent off-site transport of trash;
  - Provide solid roof or awning to prevent direct precipitation into the enclosure per City of Garden Grove Standard Plan B-502;
  - Provide a drain to a sanitary waste line. Connection of trash area drains to the municipal storm drain system is prohibited;

- Potential conflicts with fire code and garbage hauling activities should be considered in implementing this source control;
  - See CASQA Storm Water Handbook Section 3.2.9 and BMP Fact Sheet SD-32 for additional information.
  - The trash shall be located to allow pick-up and maneuvering, including turnarounds, in the area of enclosures per City of Garden Grove Standard Plan B-502.
24. Grading fees shall be calculated based on the current fee schedule at the time of permit issuance.
25. The applicant shall work with Public Works to see if the existing London Plane trees can remain or if new street trees and landscaping will be required to construct street frontage improvements as identified below. All landscaping installed within the public rights-of-way shall be maintained by the applicant in a manner meeting the approval of the City Engineer. A separate street improvement plan shall be prepared for Garden Grove Boulevard and submitted to the engineering department for improvements within the existing and proposed right of way.

#### Garden Grove Boulevard

- Remove the existing easterly and westerly substandard driveway approaches and existing landscaping (if the London Plane trees cannot be saved) on Garden Grove Boulevard and construct new curb, gutter and sidewalk.
- The new driveway approach to the site shall be constructed in accordance with City of Garden Grove Standard Plan B-120. Standard Plan B-120 calls for a maximum width of 30-feet for commercial and multi residential projects, with any deviation from the standard to be approved by the City Engineer and detailed on the plan showing all modifications.
- Construct 8-inch curb and gutter along the property frontage at 42' from centerline in accordance with City Standard Plan B-113 (Type C-8).
- Construct an 8-foot sidewalk and landscape adjacent to the street curb in accordance with City Standard Plan B-106 and Planning Services Division direction.

#### **Public Works Environmental Compliance Division**

26. The applicant shall comply will all NPDES protocol during construction.

### **Public Works Water Services Division**

#### **Water Conditions**

27. A new 8" main, water services and fire hydrant shall be installed and tied to the existing 6" main, which runs through the existing property to maintain the existing looped water system. The interfering portion of the 6" asbestos cement main shall be removed using BMP for removal and disposal of the asbestos cement pipe. The developer shall grant the City a blanket water main easement for the water main and appurtenances, in a form acceptable to the City.
28. Water services crossing the drainage structure shall be in a 2" diameter sleeve.
29. A composite utility site plan shall be part of the water plan approval.
30. The water system within the drive aisle shall be constructed per City standards by the developer and dedicated to the City. Bonding will be required.
31. The on-site fire hydrant shall be fully operational prior to the building footing being formed.
32. Water meters and boxes shall be installed after the new water system (including water services) passes all bacteriological and pressure tests.
33. New meters are to remain locked "off" until an account is set-up.
34. There shall be a minimum 15-foot clearance of building footings from the water main. Clearances less than 15 feet shall be reviewed and approved by Water Services staff.
35. New utilities shall have a minimum 5-foot horizontal and minimum 1-foot vertical clearance from water main and appurtenances.
36. A Reduced Pressure Principle Device (RPPD) backflow prevention device shall be installed for the landscape system. Installation shall be per City standards and shall be tested by a certified backflow device tester immediately after installation. Cross connection inspector shall be notified for inspection after the installation is completed. The property owner(s) shall have RPPD device tested once a year thereafter by a certified backflow device tester and the test results to be submitted to Public Works, Water Services Division. Property owner(s) must open a water account upon installation of RPPD device.

37. There shall be no structures or utilities built on or crossing water or sewer main easements.
38. There shall be a minimum clearance from the sewer main and water main of 10 feet from outside of pipe to outside of pipe.
39. Any new or existing water valve located within new concrete driveway or sidewalk construction shall be reconstructed per City Standard B-753.
40. No permanent structures, trees, or deep-rooted plants shall be placed over the sewer main or water main.
41. Location and number of fire hydrants shall be as required by Water Services Division and the Fire Department.

Sewer Conditions

42. The applicant shall install new private sewer lateral with clean out at right-of-way line. The main in the public right-of-way shall be 6" min. dia., extra strength VCP with wedgelock joints. Each unit shall have a 4" lateral with cleanout. Inspection of lateral and tie-in shall be by the Garden Grove Sanitary District.
43. On site sewer installation shall be installed per the current California Plumbing Code (CPC) and inspected by Building Services.
44. The developer shall relocate the existing sewer main and manhole currently located on the west property line and secure a new sewer main easement for the Garden Grove Sanitary District.
45. Commercial food uses of any type shall require the installation of an approved Grease Control Device (GCD) prior to obtaining a business license.
46. If a Grease Control Device (GCD) is required it shall be installed on the waste line and maintained by the property owner. There shall be a separate sanitary waste line that will connect to the sewer lateral downstream of the GCD. All other waste lines shall be drained through the grease trap. The GCD may be located inside of the building per County Health Department requirements. Prior to City permit issuance, trap location must be approved by the Orange County Health Department as evidenced by their stamp on the plans. Owner shall maintain comprehensive GCD maintenance records and shall make them available to the City of Garden Grove upon demand.
47. Food grinders (garbage disposal devices) are prohibited within the commercial part of the work-live unit per Ordinance 6 of the Garden Grove Sanitary District Code of Regulations.

**Building Services Division**

48. The buildings shall be designed to comply with all provisions of the California Building Codes and City adopted amendments.
49. Buildings shall be sprinklered conforming to NFPA 13.
50. Buildings shall be provided with fire alarms.
51. 10% of the units shall be adaptable and on an accessible route. All spaces at the ground floor of the adaptable units shall be accessible. The adaptable units shall be provided with a minimum of one powder room at the ground floor.
52. The work-live units shall be accessible and shall provide an accessible restroom. The required number of fixtures shall be based on California Plumbing Code based on the function of the nonresidential area.
53. There shall be a minimum 4' wide walk/sidewalk connecting the adaptable units to the public way.
54. There shall be a minimum of one van accessible parking space serving the work-live units and one van accessible parking space serving the adaptable units.
55. The roof decks/balconies connecting the dwelling units in the rear buildings (triplexes) above the drive aisle shall be of 1-hour construction.
56. The buildings shall be of Type V-B construction facing the 28-foot wide driveway to allow unlimited openings at the garages.
57. The north and south walls of garages in the triplex plans, that are adjacent to the property lines, shall be 1-hour construction and shall continue up for a minimum of 42" above the level of the roof deck.
58. Each two-car garage shall be EVCS (Electric Vehicle Charging Station) ready with 220V hookups provided inside.
59. The roof of the dwelling units shall be "solar ready", capable of providing future solar panels.
60. The roof of the trash enclosure shall be fire sprinklered where the structure is placed within five feet of a building.

**Garden Grove Fire Department**

61. The applicant, developer or contractor shall submit fire sprinkler plans, as defined by NFPA 13, 2013 Edition, to the City for review and approval prior to issuance of Building permits.
62. The applicant, developer, or contractor shall submit a Fire Alarm plan, as defined by NFPA 72, 2013 Edition, to the City for review and approval prior to issuance of a Building permit.
63. Fire hydrants shall meet the specification as outline by the Fire Chief and the City's Water Department.
64. Fire hydrants shall be spaced in accordance to the California Fire Code and at the directions from the City of Garden Grove's Fire Department.
65. Fire flow requirements and/or peculiar street configurations may dictate the necessity for additional fire hydrants per California Fire Code, Appendix III-A.
66. All water mains and fire hydrants shall be installed, accessible and operable prior to any on-site use or storage of combustible materials per California Fire Code Section 8704.3.
67. Applicant, developer, or contractor shall provide Fire Apparatus access on the site prior to any flammable material being placed on-site.

**Planning Services Division**

68. This approval is for the construction of a 16-unit mixed-use development, with two (2) work-live units and 14 residential units. The living area of the work-live units shall be incidental to the work area of the unit and shall not be leased out separately from the work area of the unit. Interior access between the work and live areas of each unit shall be maintained. The portion of each work-live unit used for residential purposes shall at no time exceed 40 percent of the total area of the work-live unit, and no work-live unit may be converted entirely to a residential use. Each owner of a work-live unit shall at all times comply with the restrictions on uses and activities within a vertically integrated residential/commercial mixed use development set forth in Garden Grove Municipal Code section 9.18.020.070 and the use limitations, design standards, and operating requirements for work-live units set forth in Garden Grove Municipal Code section 9.18.030.360.
69. Only uses listed as permitted or conditionally permitted within the Land Use Chart, Table 9.18-1 of Section 9.18.020.030 of Title 9 of the City's Municipal Code shall be maintained in the work-live units. Auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited. No uses that cause vibration, noise, odor, traffic



- or other impacts that could cause excessive impacts to the surrounding properties shall be permitted. Client and customer visits to work-live units are permitted, but shall be limited to one or two persons at a time so as to not impact on-site parking. All work associated with a non-residential use in any of the work-live units shall be done indoors. A work-live unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator. At least one of the residents of a work-live unit shall be required to have a business license with the City of Garden Grove. Up to two persons, who do not reside in the work-live unit, may work in the unit.
70. No portion of a work-live unit shall be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
  71. Parking spaces in the garages shall maintain the ability to park two cars in a two-car garage at all times. The garages shall not be used for storage.
  72. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their unit. The open parking shall be made available for patrons of the on-site business during all hours of operation.
  73. No outside storage shall be permitted on-site. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
  74. All proposed walls, fences, and hedges shall be consistent with Garden Grove Municipal Code Section 9.18.130.
  75. Best Management Practices shall be incorporated in the management of the site to detour and/or abate any graffiti vandalism throughout the life of the project, including, but not limited to, timely removal of all graffiti, the use of graffiti resistant coatings and surfaces, the installation of vegetation screening of frequent graffiti sites, and the installation of signage, lighting, and/or security cameras, as necessary.
  76. The applicant shall submit a complete and detailed landscaping plan with irrigation systems included for review and approval by the Community and Economic Development Department prior to the issuance of a building permit. Drought tolerant plantings are encouraged. The landscape plan shall include the type (both common and botanical names), size, location, and quantity of all proposed plant material. The proposed landscaping shall be planted prior to the finalization of the building permit. The plan shall be consistent with the landscape requirements set forth and/or incorporated in the Garden Grove Municipal Code. All landscape irrigation shall comply with the City's Landscape Ordinance, associated Water Efficiency Guidelines and all recent applicable

revisions from the State of California on water conservation measures shall be to the landscape plans. The landscape plan is also subject to the following:

- a. A complete, permanent, automatic remote control irrigation system shall be provided for all landscaping areas shown on the plan. Subsurface systems are encouraged. The irrigation plan for any new trees shall have a deep-water irrigation system that shall be specified on the landscape plan. A detail of the deep-water irrigation system shall be provided for review. If sprinklers are used, they shall be low flow/precipitation sprinkler heads for water conservation.
- b. The landscape/irrigation plan shall incorporate benches or other seating in the landscaped walkways along the side property lines. These areas are considered passive recreation areas and as such shall consist of landscape areas that incorporate pathways, waterscape, hardscape (i.e. large rocks or boulders, benches, gazebos, raised planters), and unique features that enhance the appearance, desirability, and usability of the area. The intent is to provide landscaped areas that can be utilized for walking, sitting, viewing plants and vegetation, reading, and similar types of activities.
- c. The active recreation area shall be designed to incorporate the entire required area of 20' x 20' and shall have amenities. The common recreation area shall include, at a minimum, landscaping, decorative paving, barbecues, benches, and tables.
- d. Landscaping shall be maximized on the site where possible. Given the areas between the garages that were intended for landscaping, have been revised to provide space for water meters, additional landscaping along the drive aisle is required. A landscape planter shall be created next to wall that is adjacent to the two visitor parking spaces at the front of the site on the east side of the drive aisle. Similarly, the other vertical building walls along the drive aisle could incorporate espaliers or vines. Provide solutions to the loss of landscaping along the drive aisle.
- e. A bike rack shall be incorporated on the property.
- f. Trees planted within 10-feet of any public right-of-way shall be planted in a root barrier shield.
- g. Landscaping along Garden Grove Boulevard shall match the landscape requirements of the Garden Grove Mixed Use Zones. Parkway plantings typically include canopy trees at a distance of 30' on center in 4'-0" x 8'-0" landscape planters with underplantings of shrubs, decorative grasses and ground cover. Given site constraints and one existing street tree that may remain, the applicant will work with the Planning Services Division to develop a plan for the parkway plantings. The applicant will work with the City's

Public Works Department to determine if one of the London Plane trees can be saved. Replacement or new street trees shall be Liquid Amber Rotundilobia or other species as determined by the Public Works Department.

- h. All landscape areas, including the areas located within the public right-of-way along Garden Grove Boulevard that abuts the subject property, are the responsibility of the applicant/property owner(s).
  - i. The landscape plan shall incorporate and maintain for the life of the project those means and methods to address water run-off also identified as Low Impact Development provisions, which address water run-off. This is also to be inclusive of any applicable Water Quality Management Plan (WQMP), the Orange County Drainage Area Management Plan (DAMP), and/or other water conservation measures applicable to this type of development.
- 77. Enhanced concrete treatment shall be provided within the front 20-feet of the driveway along Garden Grove Boulevard, subject to the Community and Economic Development Department, Planning Division's approval. Such enhanced concrete treatment includes decorative stamped concrete or interlocking pavers, or other enhanced treatment, excluding scored and/or colored concrete. Also, the two pedestrian paths across the drive aisle shall be delineated by enhanced paving clearly differentiated from the drive aisle paving as well as a painted design. For these paving treatments, the color, pattern, material, and final design and configuration shall be approved by the Community and Economic Development Department, Planning Division, and shall be shown on the final site plan, grading plan, and landscape plans.
- 78. Hours and days of construction and grading shall be as follows as set forth in the City of Garden Grove's Municipal Code Section 8.47.010 referred to as the County Noise Ordinance as adopted:
  - a. Monday through Saturday - not before 7 a.m. and not after 8 p.m. (of the same day).
  - b. Sunday and Federal Holidays - may work same hours, but subject to noise restrictions as established in section 8.47.010 of the Municipal Code.
- 79. Construction activities shall adhere to SCAQMD Rule 403 (Fugitive Dust) that includes dust minimization measures, the use of electricity from power poles rather than diesel or gasoline powered generators, and the use of methanol, natural gas, propane or butane vehicles instead of gasoline or diesel powered equipment, where feasible. Also, the use of solar or low-emission water heaters and the use of low-sodium parking lot lights to ensure compliance with Title 24.

80. The approval and effectiveness of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 shall be expressly contingent upon the adoption and effectiveness of a binding Development Agreement between the applicant and the City of Garden Grove.
81. Building colors and materials samples shall be submitted to the Planning Division for review and approval prior to issuance of building permits. The buildings shall include at least one different exterior material as opposed to only different textures of stucco. The multi-toned stucco exteriors shall have a minimum of 1-inch reveal lines, windows recessed a minimum of 2-inches, varying roof heights, and decorative garage doors that are in keeping with the modern design of the building. Provide details on the storefront glazing material and color and on other railing details (balconies, etc.)
82. Each unit shall provide a separate storage area having a minimum of 300 cubic feet of private and secured storage space. The storage may be provided within the parking garage provided it does not interfere with garage use for automobile parking.
83. All signage shall comply with Chapter 20 of Title 9 of the City's Municipal Code. A sign program shall be established for the development prior to Certificate of Occupancy.
84. The developer/owner shall prepare Covenants, Conditions, and Restrictions (CC&R's) for review and approval by the City Attorney's office and Community and Economic Development Department prior to the issuance of building permits. The approved CC&R's shall be recorded at the same time that the subdivision map is recorded and two copies of the recorded CC&R's shall be provided to the Planning Division. The CC&R's shall include the following stipulations:
  - a. No portion of a work-live unit shall be separately rented or sold as a commercial space for any person not living in the premises or as a residential space for any person not working in the same unit.
  - b. The portion of each work-live unit used for residential purposes shall at no time exceed 40 percent of the total area of the work-live unit and no work-live unit may be converted entirely to a residential use.
  - c. A work-live unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one member shall be the business operator.
  - d. At least one of the residents of the work-live unit shall be required to have a business license with the City of Garden Grove.

- e. Only uses listed as permitted or conditionally permitted in the CC-3 zone and listed with the Land Use Chart, Table 9.18-1 of Section 9.18.020.030 of Title 9 shall be allowed in the work-live units. Furthermore, auto repair uses, the storage of flammable liquids or hazardous materials beyond that normally associated with a residential use, heavy industrial uses, entertainment uses, and full service restaurants shall be prohibited. No uses that cause vibration, noise, odor, traffic, or other impacts that could cause excessive impacts to the surrounding properties shall be permitted. Client and customer visits to the work-live units are permitted, but shall be limited to one or two persons at a time so as to not impact on-site parking. All work associated with a non-residential use in any of the work-live units shall be done indoors. Up to two persons, who do not reside in the work-live unit, may work in the unit.
- f. Notice shall be provided to all occupants and users that the surrounding area may be subject to levels of noise, dust, fumes, or other effects associated with commercial and industrial uses at higher levels than would be expected in strictly residential areas. State and federal health regulations notwithstanding, noise and other standards shall be those applicable to commercial or industrial properties in the applicable zone.
- g. All units shall maintain within the garages, the ability to park two cars at all times. Garages shall not be converted to any other use.
- h. There shall be no business activities, day care, or garage sales conducted within or from the garages.
- i. Parking spaces in the garages shall be made available to the occupants of the unit at all times.
- j. Residents shall not park or store vehicles anywhere on the site except within the designated parking spaces in the garages for their dwelling unit. However, the open parking spaces may be utilized by residents or guests for temporary parking. Any issues arising from the use, application, or restriction of such open parking spaces shall be at the resolve of the Homeowner's Association.
- k. Best Management Practices shall be incorporated to detour and/or abate any graffiti vandalism throughout the project and the life of the project.
- l. Each residence shall be utilized as one (1) dwelling unit. No portion of any residence shall be utilized or rented as a separate dwelling unit.
- m. The CC&R's shall provide provisions for the owners a means of contacting persons responsible for site maintenance, repairs, trash pick-up, and other related matters for a development of this type. This shall also include scheduling of maintenance of such items as the recreation area and urban trail, landscape area maintenance, etc. This also includes ensuring tree

overhangs do not block or hinder any vehicles such street sweepers, trash trucks, fire trucks, etc., from maneuvering on the streets within the project.

- n. No outside storage shall be permitted on-site. Storage of boats, recreational vehicles, or commercial vehicles on the property is prohibited.
- o. The CC&R shall include stipulations that maintenance of the private drive aisles, open space areas, common landscaped areas, recreation equipment, walkways, storm drain, and all sewer facilities is the responsibility of the Homeowner's Association, including the common landscaped areas and urban trail.
- p. The above stipulations shall not be modified without the approval of the City of Garden Grove. The CC&R's shall contain a provision that indicates CC&R's may not be terminated or substantially amended without the consent of the City.
- q. The CC&R's shall include language regarding Homeowner's Association responsibilities under National Pollutant Discharge Elimination System (NPDES) regulations.
- r. Each unit shall have a minimum of 300 cubic feet of storage space, which may be provided in the garage parking areas.
- s. The following provisions shall be included within the CC&R's:
  - i. Enforcement: The City is hereby made a party to these Declarations solely for purposes of enforcing its provisions and the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017 and Tentative Tract Map No. TT-17928. The City, its agents, departments and employees shall have the unrestricted right and authority, but not the obligation, to enforce the provisions of these Declarations and the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928. The City, its agents, departments and employees may further refuse to issue any building, electrical or plumbing permit that may be in violation of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals. However, the City shall not be liable for failing or refusing to enforce the provisions of these Declarations or the Conditions of Approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928.
  - ii. Assessments: The City may levy special assessments against the properties in connection with its actions to enforce the conditions of these

Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals, or to abate the violation thereof. The City shall have the same power as the Association to levy special assessments pursuant to the provisions of [SECTION] of these Declarations in the event that it incurs expenses in the enforcement of the conditions of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals. Notice of intention to make such assessment shall be mailed by the City to the Owner of each affected [LOT/UNIT] affording the Owner thirty (30) days' notice to satisfy or reimburse the City's expenditure. In the event of the failure of any Owner of any affected [LOT/UNIT] to reimburse the City within thirty (30) days, notice of such assessment shall be mailed by the City to said Owner, and said assessment shall thereafter be due as a separate debt to the City within thirty (30) days following the mailing of such notice. Any such delinquent assessment may be and may become a lien upon the interest of the defaulting Owner in the Lot upon the execution by the City and the recording in the Orange County Recorder's office of a notice of delinquent assessment under the same conditions that the Association could record the same pursuant to the provisions of [SECTION]. The City may foreclose on such notice of delinquent assessment in the same manner and with the same power as the Association could foreclose on such notice pursuant to the provisions of [SECTION]. It is the intent of Declarant, which intent shall be binding upon all of Declarant's successors in interest in the Properties, that the City shall be deemed an interest holder pursuant to the provisions of these Declarations in order to enforce the rights which have been given to the City generally in these Declarations and specifically pursuant to this Section.

- iii. Attorney Fees: The City shall be entitled to recover its attorney's fees incurred in connection with its actions to enforce the conditions of these Declarations or Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928 approvals, or to abate the violation thereof.
  - iv. Public Safety Access: The Police and Fire Department personnel may enter upon any part of the common area for the purpose of enforcing State and local laws.
85. A copy of the resolution approving Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, including these Conditions of Approval, shall be kept on the premises at all times.
86. The permittee shall submit a signed letter acknowledging receipt of the decision approving Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-

097-2017, and Tentative Tract Map No. TT-17928, and his/her agreement with all conditions of the approval.

87. The applicant shall, as a condition of Project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, or proceeding against the City, its officers, agents, employees and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body, or City staff action concerning Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, Tentative Tract Map No. TT-17928, and/or the associated Development Agreement (collectively, the "Project entitlements"). The applicant shall pay the City's defense costs, including attorney fees and all other litigation related expenses, and shall reimburse the City for court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award, which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. Notwithstanding the foregoing, in the event any legal action or proceeding is filed against the City and/or applicant, seeking to attack, set aside, void or annul any of the Project entitlements, applicant shall have the right and obligation to either: (1) defend the City with legal counsel mutually selected by the applicant and the office of the City Attorney; or (2) request that the City rescind the Project entitlements and mutually terminate the Development Agreement, in which case the applicant would have no obligation to defend or indemnify the City; however, applicant shall reimburse the City for any costs incurred or assessed against the City as a result of the filing of such legal action or proceeding, provided the City acts promptly to rescind the Project entitlements.
88. The Conditions of Approval set forth herein include certain development impact fees and other exactions. Pursuant to Government Code §66020(d), these Conditions of Approval constitute written notice of the amount of such fees. To the extent applicable, the applicant is hereby notified that the 90-day protest period, commencing from the effective date of approval of Site Plan No. SP-034-2017, Conditional Use Permit No. CUP-097-2017, and Tentative Tract Map No. TT-17928, has begun.



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: City Manager Dept.: City Clerk  
Subject: Ordinance No. 2879 Date: 4/11/2017  
presented for second reading  
and adoption entitled:

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Attached for second reading and recommended for adoption is Ordinance No. 2879.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Ordinance	3/29/2017	Ordinance	2879_2nd_reading_- _MC_8.pdf

ORDINANCE NO. 2879

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING  
CHAPTER 8.90 TO THE GARDEN GROVE MUNICIPAL CODE RELATING TO DRONES  
AND UNMANNED AIRCRAFT SYSTEMS

**City Attorney Summary**

***This Ordinance establishes standards and controls on the operation of unmanned aircraft commonly known as drones to mitigate risks to persons and property and to protect the public from the hazards associated with their operation.***

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES HEREBY ORDAINS  
AS FOLLOWS:

SECTION 1: Chapter 8.90 is hereby added to Title 8 of the Garden Grove  
Municipal Code to read as follows:

**CHAPTER 8.90**

**DRONES AND UNMANNED AIRCRAFT SYSTEMS**

**Section 8.90.010 Purpose and Findings**

The operation of unmanned aircrafts, commonly known as drones, can at times pose a hazard to full-scale aircraft in flight and to persons and property on the ground. Imposing community-based safety requirements and restrictions on the operation of unmanned aircrafts that do not preempt federal aviation rules or authority, or state law, is necessary to mitigate such risks and to protect the public from the hazards associated with the operation of unmanned aircrafts.

**Section 8.90.020 Definitions**

For purposes of this Chapter, the following definitions shall apply, unless another or a different meaning is clearly intended from the context in which the phrase or words are used:

“Unmanned Aircraft System (UAS)” means an aircraft without a human pilot onboard, that is controlled from an operator on the ground, and operates without the possibility of direct human intervention from within or on the aircraft.

“Drone” refers to any UAS.

“FAA” means the Federal Aviation Administration.

“Visual Line of Sight” means that the operator has an unobstructed view of the UAS. The operator must use his or her own natural vision (which includes vision corrected by standard eyeglasses or contact lenses) to observe the UAS. People other than the operator may not be used in lieu of the operator for maintaining visual

line of sight. The use of vision-enhancing devices, such as binoculars, night vision goggles, powered vision magnifying devices, and goggles or other devices designed to provide a "first-person view" from the UAS do not constitute visual line of sight of the operator.

"Public UAS" means a UAS that is used or operated on behalf of any government agency that meets the qualifications as defined in Section 40102 of Title 49 of the United States Code to operate a public aircraft.

### **Section 8.90.030 Local Regulations of Unmanned Aircraft Systems**

- A. No person shall takeoff or land a UAS outside of the person's visual line of sight.
- B. No person shall takeoff or land a UAS within 25 feet of another individual, except the operator or the operator's designee.
- C. No person shall takeoff or operate a UAS on private property without the consent of the property owner.
- D. No person shall takeoff or land UAS over permitted public events unless granted written or electronic permission by the City.
- E. No person shall takeoff or land a UAS within one thousand five hundred (1500) horizontal feet of any aircraft.
- F. No person shall takeoff or land a UAS that has any type of weapon attached to it.

### **Section 8.90.040 Prohibition Against Reckless Endangerment**

No person shall takeoff or land a UAS in a reckless manner so as to create a substantial risk of serious physical injury to any person or substantial risk of damage to the property of another.

### **Section 8.90.050 Time, Place, and Manner Restrictions**

- A. No person shall takeoff or land a UAS within five hundred (500) feet of any emergency vehicle that is operating with lights and/or sirens.
- B. No person shall takeoff or land a UAS within five hundred (500) feet of any active law enforcement or emergency response incident.
- C. No person shall takeoff or land a UAS in violation of any Temporary Flight Restriction or Notice to Airmen issued by the FAA.
- D. No person shall takeoff or land a UAS within one hundred (100) feet of a school facility without prior notification and authorization of school officials.

- E. No person shall takeoff or land a UAS within five hundred (500) feet of any county or city owned jails, holding facilities, law enforcement facility, or within one hundred (100) feet of any public building or facility without prior notification and authorization of the City.

### **Section 8.90.060 Exemptions for Public UAS**

The regulations in this Chapter shall not apply to any Public UAS or to any UAS weighing less than 0.55 lbs.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     ) SS:  
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on March 28, 2017, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BEARD, O'NEILL, NGUYEN T., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE