AGENDA

Garden Grove City Council

Tuesday, September 11, 2018

6:30 PM

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

Steven R. Jones
Mayor
Kris Beard
Mayor Pro Tem - District 1
John R. O'Neill
Council Member - District 2
Thu-Ha Nguyen
Council Member - District 3
Patrick Phat Bui
Council Member - District 4
Stephanie Klopfenstein
Council Member - District 5
Kim B. Nguyen
Council Member - District 6

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

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

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

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

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

Time Limitation: Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a

spokesperson be chosen to represent the group, so as to avoid unnecessary repetition.At the City Council's discretion, a limit on the total amount of time for public comments during Oral Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

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

INVOCATION

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

1. <u>PRESENTATIONS</u>

    1.a. Community Spotlight in recognition of the Garden Grove Unified School District named a 2018 California Exemplary District.

    1.b. Community Spotlight in recognition of Hilton D. Bell Intermediate School for being being designated as "Schools to Watch - Taking Center Stage for 2017-18."

2. <u>ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)</u>

<u>RECESS</u>

<u>CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS</u>

<u>RECONVENE</u>

3. <u>CONSENT ITEMS</u>

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

    3.a. Adoption of a Proclamation declaring Monday, October 8, 2018, Mid-Autumn Children's Festival Day. (*Action Item*)

    3.b. Adoption of a Proclamation declaring September as Hunger Action Month. (*Action Item*)

    3.c. Adoption of a Resolution reappointing a City Treasurer and appointing an Interim Deputy City Treasurer. (*Action Item*)

    3.d. Approval of a Density Bonus Housing Agreement with New Age Brookhurst, LLC, for the project located at 12854 and 12860 Brookhurst Way and 12855 Brookhurst Street, Garden Grove. (*Action Item*)

3.e. Approval to appropriate funds for the existing contract with All City Management Services, Inc., to provide crossing guard services. (Amount: $82,000) (*Action Item*)

3.f. Authorize the issuance of purchase orders to Auto Parts Distributors, Napa Auto Parts and O'Reilly Auto Parts for the purchase of miscellaneous auto parts. (Cost: $240,000 per year for 5 years) (*Action Item*)

3.g. Approval of warrants. (*Action Item*)

4. PUBLIC HEARINGS

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

4.a. Acceptance of Fiscal Year 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER). (*Action Item*)

4.b. Adoption of a Resolution approving the issuance of bonds by the Golden State Finance Authority (GSFA) as conduit financing for the Sungrove Senior Apartments project located at 12811 Garden Grove Boulevard, Garden Grove. (*Action Item*)

5. COMMISSION/COMMITTEE MATTERS

5.a. Appointment to the Downtown Commission. (*Action Item*)

6. ITEMS FOR CONSIDERATION

6.a. Approval of the Grant Agreement for participation in the 2018-2019 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) to implement DUI/CDL checkpoints and Selective Traffic Enforcement Operations. (Grant Funding: $300,000)(*Action Item*)

6.b. Award of contracts to Superion, LLC, and Schafer Consulting, Inc., for Enterprise Resource Planning (ERP) software solutions, and approve renewal of the contract with OpenGov to provide transparency. (Phase I Cost: $3,692,878) (*Action Item*)

6.c. Adoption of a Resolution to approve a 180-day wait period exemption to hire a retired annuitant. (*Action Item*)

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

7.a. Adoption of a Proclamation declaring September 17 through 23, 2018, as Constitution Week as requested by Mayor Pro Tem Beard. (*Action Item*)

7.b. Discussion on a proposed Proclamation declaring Saturday, September 15, 2018, through Monday, October 15, 2018, as National Hispanic Heritage Month as requested by Council Member Kim Nguyen. (*Action Item*)

8. <u>ADJOURNMENT</u>

The next Regular Meeting of the City Council will be held on Tuesday, September 25, 2018, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation declaring Monday, October 8, 2018, Mid-Autumn Children's Festival Day. (*Action Item*)	Date:	9/11/2018

Attached is a proclamation honoring the October 8, 2018, Mid-Autumn Children's Festival Day recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/27/2018	Backup Material	9-11-18_MOON_FESTIVAL_PROCLAMATION_2018.pdf

PROCLAMATION

MID-AUTUMN CHILDREN'S FESTIVAL DAY

OCTOBER 8, 2018

WHEREAS,   The Mid-Autumn Children's Festival, which is also known as Tet Trung Thu, dates back as far as 15,000-20,000 years ago in Southeast Asia, and is traditionally held on the 15th day of the 8th Lunar month when the moon is at its fullest and brightest of the year; and

WHEREAS,   On this day, filled with joy and happiness, everyone gathers together to celebrate by eating moon cakes and appreciating the spectacular beauty of the full moon; and

WHEREAS,   In Vietnam, the Mid-Autumn Festival ranks as one of Vietnam's top 3 lantern festivals, bringing great pleasure to children and families who decorate and play with the lanterns, making it the perfect pastime during this family-based holiday; and

WHEREAS,   Today, the Mid-Autumn Children's Festival, as well as encouraging affection for children, promotes education, poetry, dance, and arts and crafts. Parents can help children make their lanterns and costumes for the lantern procession and discuss the history and culture of Vietnam; and

WHEREAS,   Many Vietnamese communities in the United States hold Mid-Autumn Children's Festivals, including Garden Grove. It is a wonderful opportunity to celebrate traditions and show love for our children; and

WHEREAS,   The City of Garden Grove joins with many other cities in recognizing October 8, 2018 as Mid-Autumn Children's Festival Day by holding an event at Atlantis Play Center.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim October 8, 2018 as "Mid-Autumn Children's Festival Day" in the City of Garden Grove, and encourages all residents to participate and share quality family time.

September 11, 2018

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation declaring September as Hunger Action Month. (*Action Item*)	Date:	9/11/2018

Attached is a Proclamation declaring September as Hunger Action Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/6/2018	Backup Material	9-11-18_September_2018_as_Hunger_Action_Month_(1).pdf

PROCLAMATION

September 2018 as Hunger Action Month

WHEREAS,   Second Harvest Food Bank of Orange County was founded in 1983 by the Society of St. Vincent de Paul, Council of Orange. In 2012, it became an independent 501 c3 corporation, and it is currently the largest nonprofit hunger relief organization in Orange County. Second Harvest Food Bank of Orange County is also a member of Feeding America, a nationwide hunger-relief network of 200 food banks; and

WHEREAS,   Second Harvest Food Bank of Orange County's mission is to end hunger in Orange County. Since its founding, Second Harvest Food Bank of Orange County has distributed more than 418 million pounds of food (354 million meals) to a network of more than 200 local charities; and

WHEREAS,   In Orange County, of the more than 301,000 people who are at risk of hunger each month, more than 117,000 are children (1 in 6), and 22% are seniors; and

WHEREAS,   Second Harvest Food Bank of Orange County and the City's Neighborhood Improvement Committee have hosted a free mobile food pantry and community outreach at the Palma Vista/El Dorado neighborhood. Second Harvest Food Bank of Orange County and the City continue their efforts to stop hunger with upcoming mobile food pantries at the Magnolia Park Family Resource Center; and

WHEREAS,   In the month of September, the City of Garden Grove is partnering with Second Harvest Food Bank of Orange County to bring awareness of hunger in Orange County.

NOW THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby proclaim September 2018 as Hunger Action Month in Garden Grove, commends the remarkable services of Second Harvest Food Bank of Orange County, and urges all communities to take action on the issue of hunger.

September 11, 2018

_____
Steven R. Jones, *Mayor*

_____   _____   _____
Kris Beard   John O'Neill   Thu-Ha Nguyen
Mayor Pro Tem–District 1   *Council Member–District 2*   *Council Member–District 3*

_____   _____   _____
Patrick Phat Bui   Stephanie Klopfenstein   Kim B. Nguyen
Council Member–District 4   *Council Member–District 5*   *Council Member–District 6*

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles   From: Kingsley Okereke

Dept.:   City Manager   Dept.:   Finance

Subject: Adoption of a Resolution   Date: 9/11/2018
         reappointing a City Treasurer
         and appointing an Interim
         Deputy City Treasurer.
         (*Action Item*)

OBJECTIVE

The City of Garden Grove City Council is requested to adopt the attached Resolution re-appointing Laura J. Stover, Human Resources Director, as City Treasurer and, appointing Scott C. Stiles, City Manager, as Interim Deputy City Treasurer.

BACKGROUND

Many of the duties of the City Treasurer are in fact performed under the jurisdiction of the City's Finance Department, with the City Treasurer primarily responsible for the co-signing of checks and warrants, as well as the reconciliation of the bank statements. It is prudent that the City continues to maintain a separate treasurer function that provides a proper financial check and balance system.

The current Deputy City Treasurer, Kingsley Okereke, is retiring as of September 27, 2018, making it necessary to appoint a new Deputy City Treasurer. The recruitment and placement of a new Finance Director will take some time. Hence in the interim, it is recommended that City Manager Scott C. Stiles be appointed as the interim Deputy City Treasurer pending the appointment of a new Finance Director.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution re-appointing Laura J. Stover, Human Resources Director, as City Treasurer, and appointing Scott C. Stiles, City Manager, as Interim Deputy City Treasurer.

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution appointing Treasurer and Interim Deputy Treasurer	9/6/2018	Resolution	9-11-18__CC_2018_Reso_Treasurer__Stover__Deputy_Okereke.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
REPEALING RESOLUTION NO. 9456-17 AND REAPPOINTING A CITY TREASURER AND
APPOINTING AN INTERIM DEPUTY CITY TREASURER

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE,
CALIFORNIA, DOES RESOLVE AS FOLLOWS:

1. That Resolution No. 9456-17 is hereby repealed.

2. That Laura J. Stover, Human Resources Director, is hereby reappointed to
serve as City Treasurer.

3. That Scott C. Stiles, City Manager, be and hereby is appointed to serve as
Interim Deputy City Treasurer and to make available the services of his Office to the
City Treasurer in carrying out the duties of the Office.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of a Density Bonus Housing Agreement with New Age Brookhurst, LLC, for the project located at 12854 and 12860 Brookhurst Way and 12855 Brookhurst Street, Garden Grove. (*Action Item*)	Date:	9/11/2018

OBJECTIVE

To request City Council approval for a Density Bonus Housing Agreement with New Age Brookhurst, LLC. for Phase 2 of residential dwelling units at the Brookhurst Triangle.

BACKGROUND

As of January 1, 2005, in an effort to promote affordable housing, the State's Density Bonus law went into effect. As a result, the City of Garden Grove amended Municipal Code Section 9.12.30.070—Density Bonuses and other Incentives for Affordable Housing, to bring the code into compliance with State law. The Density Bonus law promotes development of affordable housing through increased density, concessions and incentives.

DISCUSSION

New Age Brookhurst, LLC (Developer) has submitted an application to the City for approval of plans to construct a mixed use project at 12854 and12860 Brookhurst Way and 12855 Brookhurst Street (Project). The project will consist of 340 residential units in three separate buildings, 80 for sale condominiums units, 80,000 to 200,000 square feet of retail space, an urban trail, a public park, and a possible 100 key hotel to be built in phases.

Pursuant to the City's Density Bonus Ordinance, a parking concession has been granted. The concession will reduce the required parking from 2.25 spaces per dwelling unit to one space per 1-bedroom unit and 2 spaces per 2-3 bedroom units. In exchange for this parking concession, the Developer will restrict 60 of the 340

rental units for rental to an occupancy by lower income households at an affordable rent.

In connection with the parking concession granted to the project, the Developer is required to enter into a Density Bonus Housing Agreement. The Agreement details how the affordable housing provisions of this project will be implemented.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Density Bonus Housing Agreement between the City and New Age Brookhurst, LLC; and
- Authorize the City Manager to execute the Agreement and all other documents necessary to implement the agreement, and to make minor modifications as appropriate thereto.

By: Allison Wilson
        Neighborhood Improvement Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
9-11-18 Density Bonus Housing Agreement	9/4/2018	Backup Material	9-11-18_Brookhurst_Triangle_Density_Bonus_Agreement_(8).DOCX

DENSITY BONUS HOUSING AGREEMENT
(12854 & 12860 Brookhurst Way, 12855 Brookhurst Street)

[THIS AGREEMENT CONTAINS SUBORDINATION REQUIREMENTS TO PRESERVE PRIORITY OF LAND USE AND REGULATORY COVENANTS]

This **DENSITY BONUS HOUSING AGREEMENT** ("Agreement"), dated for identification purposes only as of _____, 2018 ("Date of Agreement"), is entered into by and between the **CITY OF GARDEN GROVE**, a California municipal corporation ("City"), and **NEW AGE BROOKHUST LLC**, a California limited liability company, ("Developer").

RECITALS

A.   Developer is the owner of approximately 9.8 acres of real property in the City, generally located at 12854 & 12860 Brookhurst Way and 12855 Brookhurst Street, Garden Grove, California, as more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein ("Site").

B.   Developer submitted an application to City for approval of plans to construct a mixed use project on the Site, Phase 2 of the project consisting of 340 residential rental units in three separate apartment buildings located on approximately 6.15 acres of the 9.8 acres of the Site, 80 for-sale condominium units, 80,000 to 200,000 square feet of retail space, an urban trail, a public park, and a possible 100-key hotel, inclusive of a parking concession under the City's density bonus ordinance ("Project").

C.   The City will grant a parking concession to the Project pursuant to California Government Code Section 65915, *et seq*., and Garden Grove Municipal Code Section 9.12.030.070 (collectively, "Density Bonus Law"), in exchange for Developer's agreement to restrict 60 of the 340 rental Housing Units at the Site to rental to and occupancy by Lower Income Households at an Affordable Rent (as those terms are defined below).

D.   In connection with the parking concession granted to the Project, the Density Bonus Law and the Garden Grove Municipal Code require Developer to enter into this Agreement with City to implement Developer's affordable housing obligations at the Project. Pursuant to the Density Bonus Law and the Conditions of Approval, this Agreement must be executed and

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recorded against the Site in the Official Records of Orange County, California prior to City's issuance of building permits for the Project.

E.   Developer and City desire to enter into this Agreement to provide for Developer's rental of 60 of the 340 rental Housing Units at the Site to Lower Income Households at an Affordable Rent, as required by the Density Bonus Law, and the Conditions of Approval, in accordance with the terms, conditions, and restrictions set forth below in this Agreement.

F.   This Agreement shall be recorded, prior to the issuance of building permits for the Project, in the Official Records of Orange County, California, as senior, non-subordinate covenants and as an encumbrance running with the land for the full Term (defined below) of this Agreement. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the Project, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof.

I.   The foregoing Recitals are true and correct and constitute a substantive part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Developer agree as follows:

Section 1.   Definitions.

(i)   Affordable Rent. Affordable Rent means an affordable rent for Lower Income Households, as defined in California Health and Safety Code Section 50053. For Lower Income Households whose gross incomes exceed the maximum income for low income households (as defined in Health and Safety Code Section 50105), Affordable Rent means the product of thirty (30) percent times sixty (60) percent of the Area Median Income for Orange County adjusted for family size appropriate to the unit. "Adjusted for family size appropriate to the unit" has the same meaning as in Health and Safety Code Section 50052.5(h).

For purposes of this Agreement, "Affordable Rent" means the total of monthly payments for (a) use and occupancy of each Affordable Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone, internet, television or digital access services, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and real property facilities associated therewith by a public or private entity other than Developer. In the event that all utility charges are paid by the landlord rather than the tenant, no utility allowance shall be deducted from the rent.

(ii)   Affordable Units. Affordable Units means the 60 Housing Units at the Project which are required to be made available for, rented to, and occupied by Lower Income Households paying an Affordable Rent, as set forth in more detail below.

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(iii)   Agreement. Agreement means this Density Bonus Housing Agreement between City and Developer.

(iv)   Area Median Income. Area Median Income means the median income as determined and published annually for each county in California by the California Department of Housing and Community Development.

(v)   City. City means the City of Garden Grove, a California municipal corporation.

(vi)   Date of Agreement. Date of Agreement means the date set forth in the first paragraph of this Agreement.

(vii)   Density Bonus Law. Density Bonus Law means California Government Code Section 65915, *et seq.*, and Garden Grove Municipal Code Section 9.12.030.070. In the event of a conflict between State and City law, Government Code Section 65915 *et seq.* shall control.

(viii)   Developer. Developer means New Age Garden Grove, LLC, and all of his/her/its successors and assigns.

(ix)   Housing Units. Housing Units means each of the 340 total residential rental units to be constructed by Developer at the Site. The Housing Units range in size at 794 square feet (one-bedroom), 1152 square feet (two-bedroom), and 1480 square feet (three-bedroom) units.

(x)   Lower Income Household. Lower Income Household has the meaning set forth in California Health and Safety Code Section 50079.5.

(xi)   Project. Project means the mixed use development to be constructed by Developer on the Site, which includes the Housing Units.

(xii)   Site. Site means that certain approximately 9.8 acres of real property in the City, generally located at 12854 and 12860 Brookhurst Way (buildings 2 and 3), and 12855 Brookhurst Street (building 4), Garden Grove, California, as more particularly described in the Legal Description attached hereto as Exhibit A and incorporated herein.

(xiii)   Term. Term means the term of effectiveness of this Agreement, which shall continue for 55 years from the date the final certificate of occupancy is issued for the Project.

Section 2.   Density Bonus and Development Concessions and Incentives. As set forth in the Density Bonus Law, Developer petitioned for and was granted the following parking concession as part of the approval of Developer's plans for the Project: PUD-123-09 requires a minimum of 2.25 parking spaces per dwelling unit for a total of 765 for the housing units. Under the Density Bonus Law, the Project must provide a minimum of 1 space for 1-bedroom and 2 spaces for 2-3 bedrooms. The Project includes 116 one-bedroom units, 200 two-bedroom units, and 22 three-bedroom units for a total of 560 required spaces for the residential units. The Project includes 552 spaces for the residential units. The concession provides a reduction of 213 spaces from those required by PUD-123-09 and 8 spaces from those required by the Density Bonus Law.

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Section 3. No Further Incentives or Waivers. Developer acknowledges and agrees that the waivers and incentives set forth in Section 2 above fully satisfy any duty City may have under the Garden Grove Municipal Code, the Density Bonus Law, or any other law or regulation applicable to the Project, to provide any development incentive or to waive any building, zoning, or other requirement. By this Agreement, Developer releases any and all claims Developer may have against City in any way relating to or arising from City's obligation to waive requirements of or provide development incentives pursuant to any state, federal, or local law, rule, or regulation applicable to the Project.

Section 4. Affordable Units. Developer hereby agrees to make available, restrict occupancy to, and rent 60 of the Housing Units at the Project to Lower Income Households at an Affordable Rent. The 60 Affordable Units shall be "floating" units that are not permanently designated; however, at no time shall all 60 Affordable Units be congregated to a certain section of the Project. The unit size of the Affordable Units shall range in size from 794 to 1480 square feet. The 60 Affordable Units shall consist of 1-3 bedroom units that are part of the Project. A minimum of 20 one-bedroom, 35 two-bedroom and 4 three-bedroom units shall be reserved and allocated at all times. In accordance with Garden Grove Municipal Code Section 9.12.030.070(G)(4), all Affordable Units shall be of similar design and appearance of the total Project.

(a) A person or family (i.e., a "tenant household") who qualifies as a Lower Income Household at the time he/she/it first occupies an Affordable Unit shall be deemed to continue to be so qualified until such time as a recertification of such tenant household's income in accordance with Section 14 below demonstrates that such tenant household no longer qualifies as a Lower Income Household. Moreover, a unit previously occupied by a Lower Income Household and then vacated shall be considered occupied by such Lower Income Household for a temporary period until reoccupied, at which time the character of the unit shall be re-determined. In no event shall such temporary period exceed thirty-one (31) days.

(b) At such time as a tenant household occupying an Affordable Unit ceases to qualify as a Lower Income Household, the unit occupied by such tenant household shall cease to be an Affordable Unit. Developer shall replace each such Affordable Unit by designating the next available unit and any necessary units thereafter as an Affordable Unit. For purposes of this Agreement, such designated unit will be considered an Affordable Unit if it is held vacant and available for occupancy by a Lower Income Household and, upon occupancy, the income eligibility of the tenant household as a Lower Income Household is verified and the tenant household pays an Affordable Rent.

(c) In the event a tenant household occupying an Affordable Unit initially qualifies as a Lower Income Household but the income of such tenant household increases, such increase shall not be deemed to result in a violation of the restrictions of this Agreement concerning limitations upon income of occupants, provided that the occupancy by such household is for a reasonable time of not to exceed one year (measured from the time the income of the household ceases to qualify as a Lower Income Household), at which time the Housing Unit shall cease to be an Affordable Unit and the provisions of the immediately preceding paragraph shall apply.

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Section 5. Use of the Site. All uses conducted on the Site, including, without limitation, all activities undertaken by the Developer pursuant to this Agreement shall conform to all applicable provisions of the Garden Grove Municipal Code and other applicable federal, state, and local laws, rules, and regulations. The Project shall at all times during the term of this Agreement be used as a mixed use project and none of the Housing Units in the Project shall at any time be utilized on a transient basis, nor shall the Housing Units or any portion thereof ever be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium or rest home, short-term or vacation rental, or be converted to condominium ownership. All of the community facilities and any social programs provided to the Project's residents shall be available at all times on an equal, non-discriminatory basis to residents of all Housing Units at the Project.

Section 6. Duration of Affordability Requirements. The Affordable Units shall be subject to the requirements of this Agreement throughout the entire Term of this Agreement.

Section 7. Construction of Affordable Units. The Affordable Units shall be constructed and completed concurrently with the non-restricted Housing Units in the Project.

Section 8. Occupancy Limits. The maximum occupancy for each of the Housing Units shall not exceed two persons per bedroom, plus one, as set forth in the Conditions of Approval.

Section 9. Maintenance. Developer shall maintain or cause to be maintained the interior and exterior of the Project and the Site in a decent, safe and sanitary manner, and in accordance with the standard of maintenance of first class multifamily rental apartment complexes within Orange County. If at any time Developer fails to maintain the Project or the Site in accordance with this Agreement and such condition is not corrected within five days after written notice from City with respect to graffiti, debris, and waste material, or thirty days after written notice from City with respect to general maintenance, landscaping and building improvements, then City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Project or the Site and perform all acts and work necessary to protect, maintain, and preserve the Project and the Site, and to attach a lien upon the Site, or to assess the Site, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Developer to City upon demand.

Section 10. Marketing Program. Each Affordable Unit shall be leased to Lower Income Households selected by Developer who meet all of the requirements provided herein. Prior to the issuance of a certificate of occupancy for the Project, Developer shall prepare and obtain City's approval, which approval shall not be unreasonably withheld, of a marketing program for the leasing of the Housing Units at the Project ("Marketing Program"). The leasing of the Housing Units shall thereafter be marketed in accordance with the Marketing Program as the same may be amended from time to time with City's prior written approval, which approval shall not unreasonably be withheld. Developer shall provide City with periodic reports with respect to the leasing of the Housing Units in accordance with Sections 14 and 15.

Section 11. Management Plan. Prior to the issuance of the certificate of occupancy for the Project, Developer shall submit for the reasonable approval of City a "Management Plan"

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which sets forth in detail Developer's property management duties, a tenant selection process in accordance with this Agreement, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Site and manner of enforcement, a standard lease form, an operating budget, the identity of the professional property management company to be contracted with to provide property management services at the Site ("Property Manager"), and other matters relevant to the management of the Site. The Management Plan shall require Developer to adhere to a fair lease and grievance procedure. The management of the Site shall be in compliance with the Management Plan as approved by City.

If City determines that the performance of the Property Manager is deficient based upon the standards set forth in the approved Management Plan and in this Agreement, City shall provide notice to Developer of such deficiencies and Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 19 hereof, City shall have the right to require Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City Manager, which is not related to or affiliated with Developer, and which has not less than five (5) years' experience in property management, including significant experience managing housing facilities of the size, quality and scope of the Project.

Section 12.   Selection of Tenants. Developer shall be responsible for the selection of tenants for the Housing Units in compliance with lawful and reasonable criteria and the requirements of this Agreement. To the extent permitted by law, a reasonable preference in the leasing of the Housing Units shall be given to prospective tenants on the Garden Grove Housing Authority's Section 8 Housing Vouchers waiting list and Affordable Housing waiting list, and to prospective tenants that live or work in the City.

Prior to the rental or lease of an Affordable Unit to a tenant(s), Developer shall require the tenant(s) to execute a written lease and to complete a Tenant Income Verification Form (in substantially the form attached hereto as Exhibit B) certifying that the tenant(s) occupying the Affordable Unit is/are a Lower Income Household and otherwise meet(s) the eligibility requirements established for the Affordable Unit. Developer shall verify the income of the tenant(s) as set forth in Section 14 below.

Section 13.   Provisions regarding Section 8 Vouchers. Developer shall accept as tenants on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the United States Housing Act of 1937, or its successor; provided, Developer shall not rent one of the Affordable Units to a tenant household holding a Section 8 certificate unless none of the Housing Units not restricted to occupancy by Lower Income Households pursuant to this Agreement are available. If the only available Housing Unit is an Affordable Unit, Developer shall no longer designate the Housing Unit rented to a tenant household holding a Section 8 certificate as an Affordable Unit, shall designate the next-available Housing Unit as an Affordable Unit, and shall make available, restrict occupancy to, and rent such newly designated Affordable Unit to a Lower Income Household at an Affordable Rent pursuant to this Agreement, such that at all times reasonably possible 60 of the Housing Units at the Project shall be Affordable Units not occupied by tenants holding Section 8

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certificates. Furthermore, in the event Developer rents an Affordable Unit to a household holding a federal certificate, the rental agreement (or lease agreement, as applicable) between Developer, as landlord, and the tenant shall expressly provide that monthly rent charged shall be the Affordable Rent required hereunder for the Affordable Unit (not fair market rent) and that the rent collected directly from such tenant holding a federal certificate shall be not more than 30% of the tenant's actual gross income pursuant to the applicable federal certificate program regulations; i.e., the rent charged to such tenant under the rental agreement shall be the Affordable Rent chargeable hereunder and not fair market rent for the area, as would otherwise be permitted under the applicable federal certificate program. Thus, the subsidy payment to Developer under any federal certificate shall not exceed the difference between 30% of the tenant's actual gross income and Affordable Rent chargeable for the applicable Affordable Unit hereunder. If and to the extent any restrictions in this Agreement conflict with the provisions of Section 8 of the United States Housing Act of 1937 or any rules or regulations promulgated thereunder, the provisions of Section 8 of the United States Housing Act of 1937 and all implementing rules and regulations thereto shall control. Developer shall not apply selection criteria to Section 8 certificate holders which are more burdensome than criteria applied to any other prospective tenants.

Section 14. **Income Verification and Certification.** Following the initial lease-up of the Project, and annually thereafter throughout the Term of this Agreement, Developer shall submit to City, at Developer's expense, a summary of the income, household size and rent payable by each of the tenants of the Affordable Units. At City's request, Developer shall provide to City completed income computation and certification forms, in substantially the form of the Tenant Income Verification Form attached hereto as Exhibit B or such other form as may reasonably be requested by City, for any Lower Income Households renting the Affordable Units at the Project. Developer shall obtain, or shall cause to be obtained by the Property Manager, a certification from each household leasing an Affordable Unit demonstrating that such household meets the applicable income requirements and eligibility requirements established for a Lower Income Household renting such Affordable Unit. Developer shall verify, or shall cause the Property Manager to verify, the income certification of the Lower Income Household.

Section 15. **Monitoring and Recordkeeping**. Throughout the Term of this Agreement, Developer shall annually complete and submit to City an Annual Project Compliance Report in the form attached hereto as Exhibit C, or such other form as may reasonably be requested by City. Representatives of City shall be entitled to enter the Site, upon at least thirty-six (36) hours' notice, to monitor compliance with this Agreement, and shall be entitled, at City's sole cost and expense, to inspect the records of the Project and to conduct an independent audit or inspection of such records at a location within the City that is reasonably acceptable to the City Manager. Developer agrees to cooperate with City in making the Site and the records of the Project available for such inspection or audit. Developer agrees to maintain each record of the Project for no less than 5 years after creation of each such record.

Section 16. **Indemnity**. Developer shall, at its expense, defend (with counsel acceptable to City and subject to approval by Developer), indemnify, and hold harmless City, and their officers, agents, employees and representatives from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, expert witness fees, and other legal expenses, costs of evidence of title, costs of evidence of value, and other damages of whatsoever nature arising out of or in connection with Developer's failure to perform Developer's

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obligations under this Agreement, Developer's ownership or operation of the Site, or the development of the Project, except for such liability arising from the gross negligence or willful misconduct of City.

Section 17. Agreement to be Recorded; Covenants Run with the Land; Priority. This Agreement shall be recorded, prior to the issuance of building permits for the Project, in the Official Records of Orange County, California, as senior, non-subordinate covenants and as an encumbrance running with the land for the full Term of this Agreement. In no event shall this Agreement be made junior or subordinate to any deed of trust or other documents providing financing for the construction or operation of the Project, or any other lien or encumbrance whatsoever for the entire Term of this Agreement. Nor shall this Agreement be made junior or subordinate to any extension, amendment, or modification of any lien or encumbrance recorded against the Site prior to the date hereof. Prior to recordation of this Agreement, Developer shall provide City with evidence satisfactory to the City that all deeds of trust, liens, encumbrances, or other documents recorded against the Site since April 24, 2018, if any, have been or will be subordinated to this Agreement, at Developer's sole cost and expense.

Section 18. Mortgage Protection. No breach or default under this Agreement shall defeat, terminate, extinguish, render invalid or otherwise affect the lien of any junior mortgage or deed of trust encumbering the Site, the Project, or any part thereof or interest therein.

Section 19. Default. An event of default occurs under this Agreement when: (a) there is a breach of any condition, covenant or promise set forth herein; (b) written notice thereof has been given to the defaulting party; and (c) such breach has not been cured within thirty (30) days after such notice was given to the defaulting party or, if such breach cannot reasonably be cured within such thirty (30) day period, the defaulting party fails to commence to cure the breach and/or fails thereafter to diligently proceed to complete such cure. A waiver by either party of any such breach shall not be construed as a waiver of any succeeding breach of the same or other condition, covenant or promise.

Section 20. Remedies. The occurrence of an event of default hereunder shall give the non-defaulting party the right to proceed with any and all remedies available at law or equity. Such remedies may include an action for damages, an action or proceeding for specific performance, and/or an action or proceeding for injunctive relief. Such actions or proceedings may require the defaulting party to pay damages, to perform its obligations and covenants under this Agreement, and to enjoin or cease and desist from acts which may be unlawful or in violation of the provisions of this Agreement.

Section 21. Additional Remedies for Certain Defaults; Remedy For Excessive Rent Charge.

(a) It shall constitute a default for the Developer to charge or accept for any Affordable Unit rent amounts in excess of the Affordable Rent. In the event that the Developer charges or receives such higher rental amounts, in addition to any other legal or equitable remedy that the City shall have for such default, the Developer shall be required to pay to the City an amount equal to the difference between the Affordable Rent that should have been charged and

the amount of the rent received from the tenant, plus interest compounded at the maximum rate allowable for judgments.

          (b)   It shall also constitute a default for the Developer to fail to rent any of the required Affordable Units to a Lower Income Household, or to knowingly (or without investigation as required herein) initially rent any Affordable Unit to a tenant who is not a Lower Income Household. In the event the Developer violates this provision, in addition to any other remedy at law or equity that the City shall have for such default, the Developer, for each separate violation, shall be required to pay to the City an amount equal to the total rent the Developer received from such ineligible tenant, plus interest compounded at the maximum rate allowable for judgments.

       Section 22.   **Attorneys' Fees and Costs.** In addition to any other remedies provided hereunder or available pursuant to law, if either party to this Agreement commences an action against the other party to this Agreement arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing party.

       Section 23.   **Rights and Remedies Cumulative**. The rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

       Section 24.   **Time of Essence**. Time is expressly made of the essence with respect to the performance by City and Developer of each and every obligation and condition of this Agreement.

       Section 25.   **Third Party Beneficiaries**. No persons or entities other than the parties and their successors and assigns shall have any right of action under this Agreement.

       Section 26.   **City Approvals and Actions**. City shall maintain authority of this Agreement and the authority to implement this Agreement through City Manager (or his duly authorized representative). City Manager (or his designee) shall have the authority to make approvals, issue interpretations, waive provisions, make and execute further agreements and/or enter into amendments of this Agreement on behalf of City so long as such actions do not materially or substantially change the uses or development permitted on the Site, or materially or substantially add to the costs incurred or to be incurred by City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City.

       Section 27.   **Successor and Assigns**. This Agreement shall run with the land, and all of the terms, conditions, restrictions, and covenants contained in this Agreement shall be binding upon Developer, City, their permitted successors and assigns, and all successors in interest to all or any portion of the Site or the Project. Whenever the terms "Developer" or "City" are used in this Agreement, such terms shall include any other successors and assigns as herein provided. Not later than 30 days prior to a transfer of any interest in the Site or the Project or any interest in Developer, Developer shall provide written notice to the City of such transfer.

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Section 28. Notices. Any approval, disapproval, demand, document or other notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) mailing in the United States first-class mail, postage prepaid, or (iv) by email, with confirmation of receipt to the intended recipient, addressed to the address of the party as set forth below, or at any other address as that party may later designate by notice:

<div style="margin-left:4em">

If to the City: City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attention: Community & Econ. Development Dir.

If to the Developer: New Age Brookhust LLC
c/o Kam Sang Co., Inc.
411 E. Huntington Drive, Suite 305
Arcadia, CA 91016
Attention: Ronnie Lam
Email: _____

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Section 29. Amendment. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. Each alteration, change, or modification to this Agreement shall be recorded against the Site in the Official Records of Orange County, California.

Section 30. Legal Advice. Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

Section 31. Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between City and Developer is that of a government entity regulating the development of private property and the owner of such property.

Section 32. Exhibits. This Agreement includes the following exhibits, each of which is attached hereto and incorporated herein by this reference:

<div style="margin-left:4em">

(i) Exhibit A: Legal Description of Site

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(ii) Exhibit B: Tenant Income Verification Form

(iii) Exhibit C: Annual Project Compliance Report

[**Signatures appear on following page.**]

IN WITNESS WHEREOF, City and Developer have executed this Density Bonus Housing Agreement as of the date first set forth above.

<div style="margin-left: 50%;">

DEVELOPER:

NEW AGE BROOKHURST, LLC, a California limited liability company

By: Kam Sang Co., Inc._____
Its: Manager

By: _____
Name: Ronnie Lam
Its: President

CITY OF GARDEN GROVE, a California municipal corporation

_____
City Manager

</div>

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

<div align="center">12</div>

EXHIBIT A

LEGAL DESCRIPTION OF SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GARDEN GROVE, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

APN: 086-071-32

EXHIBIT B

TENANT INCOME VERIFICATION FORM

EXHIBIT C

ANNUAL PROJECT COMPLIANCE REPORT

[Excel Spreadsheet]

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Todd E. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval to appropriate funds for the existing contract with All City Management Services, Inc., to provide crossing guard services. (Amount: $82,000) (*Action Item*)	Date:	9/11/2018

OBJECTIVE

To obtain City Council approval to appropriate funds for an existing contract between the City of Garden Grove and All City Management Services, Inc. (ACMS) to provide crossing guard services.

BACKGROUND

The City currently contracts with ACMS to provide crossing guard services. The approved Fiscal Year 2018-19 budget included a five percent reduction citywide excluding funds for sworn public safety services. As part of the Police Department's budget reductions, funds for crossing guard services were eliminated in the amount of $190,000.

DISCUSSION

Discussions with the Garden Grove School District regarding sharing the cost for crossing guard services are pending; however, the school year began August 29, 2018. Staff recommends re-funding crossing guard services while discussions continue with GGSD and/or to allow staff additional time to identify other funding options. The cost for this service through December 2018 is approximately $82,000.

FINANCIAL IMPACT

The cost for crossing guard services through December 2018 is approximately $82,000. Funds will be needed to be appropriated to the FY 2018-19 budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the appropriation of $82,000 to the Fiscal Year 2018-19 General Fund budget for the purpose of providing crossing guard services under the existing contract with All City Management Services, Inc., through December 2018.

By: Courtney Allison, Fiscal Analyst

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray	
Dept.:	City Manager	Dept.:	Public Works	
Subject:	Authorize the issuance of purchase orders to Auto Parts Distributors, Napa Auto Parts and O'Reilly Auto Parts for the purchase of miscellaneous auto parts. (Cost: $240,000 per year for 5 years) (*Action Item*)	Date:	9/11/2018	

OBJECTIVE

For the City Council to authorize the Finance Director to issue purchase orders to Auto Parts Distributors, Napa Auto Parts and O'Reilly Auto Parts for the purchase of miscellaneous auto parts.

BACKGROUND

The Public Works Vehicle Maintenance Division is responsible for maintaining the City's fleet of vehicles and equipment. The fleet routinely requires miscellaneous auto parts to complete necessary maintenance and repairs. To avoid delays in the purchase and delivery of the required products and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to obtain these items from more than one vendor. The lowest bidder, Auto Parts Distributors, will be designated as the primary vendor. Napa Auto Parts and O'Reilly Auto Parts will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of auto parts quoted was limited to simplify the bidding process. Specifications included eight (8) auto parts that are used on a regular basis.

Auto Parts Distributors Garden Grove, CA	$536.00
Napa Auto Parts Stanton, CA	$685.75

O'Reilly Auto Parts $713.13
Garden Grove, CA

FINANCIAL IMPACT

The financial impact to the Fleet Management Fund would be $240,000 per year for five (5) years. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) purchase orders for truck parts in a fixed amount collectively not to exceed $240,000 per year for five (5) years and to be divided between Auto Parts Distributors, Napa Auto Parts and O'Reilly Auto Parts.

By: Steve Sudduth, Equipment Maintenance Supervisor

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:	9/11/2018

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	9/7/2018	Warrants	CC_Warrants_9-11-18.pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642348	KELLY PAPER	REV & VOID	-3,955.94 *
642417	U.S. ARMOR CORP.	REV & VOID	-508.99 *
642534	KELLY PAPER	WHSE INVENTORY PAPER/ENVELOPES	3,404.52 551.42 3,955.94 *
642535	*ALLISON, WILLIAM	TRAVEL ADVANCE-P.D.	200.00 *
642536	*BURILLO, RICHARD O	TRAVEL ADVANCE-P.D.	200.00 *
642537	*DELGADO, JUAN	DEP CARE REIMB	50.77 *
642538	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	315,258.38 *
642539	GLOCK, INC.	REPAIRS-FURN/MACH/EQ	377.13 *
642540	GUERRERO, PAUL	MED TRUST REIMB	290.00 *
642541	*LEE, GRACE	DEP CARE REIMB	192.30 *
642542	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	8,189.60 *
642543	*LOERA JR, RAFAEL	EMPL COMPUTER PURCH	1,118.80 *
642544	NGUYEN*, DUC TRUNG	EMPL COMPUTER PURCH	2,500.00 *
642545	O'CADIZ-HERNANDEZ*, GABRIELA	MED TRUST REIMB	304.99 *
642546	PACIFIC ROOTER DAY & NIGHT PLUMBING	MAINT OF REAL PROP	0.00 *
642547	LEGAL SHIELD	LEGAL	1,340.55 *
642548	LEGAL SHIELD	LEGAL	1,340.55 *
642549	U.S. ARMOR CORP.	UNIFORMS	1,020.52 *
642550	WEISS, MARK S	MED TRUST REIMB	252.88 *
642551	NARANJO, VERONICA	PROP/EV REFUND	193.25 *

PAGE TOTAL FOR "*" LINES = 332,320.73

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642552	CITIBANK CITIGROUP	OTHER PROF SERV	15.00
		L/S/A TRANSPORTATION	523.60
		OTHER CONF/MTG EXP	178.09
			716.69 *
642553	KAM SANG-NEW AGE BROOKHURST LLC	MISC BOND DEPOSIT	4,480.00 *
642554	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	11,479.36 *
642555	KIRZHNER, ALLEN	EMPL COMPUTER PURCH	2,500.00 *
642556	CAHN MEMBERSHIP	TUITION/TRAINING	1,100.00 *
642557	SUDDUTH, STEVE	MED TRUST REIMB	171.90 *
642558	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	TAXES/LICENSES	412.28
		INTEREST COSTS	248.72
		LONG TERM DEBT	5,071.00
			5,732.00 *
642559	MISS GARDEN GROVE SCHOLARSHIP PAGEANT	OTHER PROF SERV	3,150.00 *
642560	ADMINSURE	SELF-INS ADMN	16,692.00 *
642561	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP	164.85
		MINOR FURN/EQUIP	1,077.51
			1,242.36 *
642562	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	4,503.94 *
642563	CITY OF ANAHEIM DIVISION OF COLLECTION	OTHER PROF SERV	204.00 *
642564	AUTO PARTS DISTRIBUTOR	MOTOR VEH PARTS	4,438.33 *
642565	BAY ALARM COMPANY	MAINT OF REAL PROP	325.06 *
642566	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	164.91 *
642567	BUREAU VERITAS NORTH AMERICA INC	OTHER PROF SERV	24,415.00 *

PAGE TOTAL FOR "*" LINES = 81,315.55

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642568	BUTTERS, THOMAS E.	SAFETY EQ/SUPPLIES	233.80 *
642569	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	1,867.87 *
642570	CAMERON WELDING SUPPLY	OTHER PROF SERV	71.55 *
642571	CERTIFIED TRANSPORTATION SERVICES, INC.	L/S/A TRANSPORTATION	1,389.75 *
642572	SUPPLYWORKS	WHSE INVENTORY	1,995.83 *
642573	COMMUNITY VETERINARY HOSPITAL	OTHER PROF SERV POLICE CANINE EXP	2,658.00 170.75 2,828.75 *
642574	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	1,861.60 *
642575	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	240.83 *
642576	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	456.00 *
642577	FEDERAL EXPRESS CORP	DELIVERY SERVICES	134.09 *
642578	FORD OF ORANGE	MOTOR VEH PARTS	701.10 *
642579	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	36.56 *
642580	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	240.00 *
642581	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	595.20 *
642582	INTERWEST CONSULTING GROUP	OTHER PROF SERV	13,837.08 *
642583	DANGELO CO	WHSE INVENTORY	1,114.14 *
642584	JOHNSTONE SUPPLY	AIR COND SUPPLIES	383.59 *
642585	KELLY PAPER	WHSE INVENTORY	1,408.96 *
642586	KILMER, WAGNER & WISE PAPER COMPANY, INC.	PAPER/ENVELOPES	149.77 *
642587	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	1,065.16 *
642588	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	667.76 *

PAGE TOTAL FOR "*" LINES = 31,279.39

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642589	LEE*, JANY H.	MILEAGE REIMB	74.12 *
642590	LOS ALTOS TROPHY	AWARDS/TROPHIES	1,885.84 *
642591	LUDWIG, DAWNA	INSTRUCTOR SERVICES	1,907.50 *
642592	MC MASTER-CARR SUPPLY CO	HARDWARE	69.66 *
642593	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	149.85 *
642594	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	1,309.81 *
642595	NEW IMAGE COMMERCIAL FLOORING	MAINT OF REAL PROP	1,025.33 *
642596	OCN, IND, WHJ	ADVERTISING	776.80 *
642597	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	517.56 *
642598	PEST OPTIONS, INC.	MAINT OF REAL PROP	917.25 *
642599	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	5,420.00 *
642600	PRUDHOMME,*CHRIS	TAXES/LICENSES	41.00 *
642601	RDO EQUIPMENT CO.	REPAIRS-FURN/MACH/EQ	2,825.19 *
642602	RAMONA, INC.	WTR/SWR CONST CONTR	226,337.50 *
642603	SAFETY 1st PEST CONTROL, INC	MAINT-SERV CONTRACTS MAINT-SERV CONTRACTS	360.00 365.00 725.00 *
642604	SAXE-CLIFFORD, PH.D., SUSAN	MEDICAL SERVICES	450.00 *
642605	SITEONE LANDSCAPE SUPPLY HLDING	PIPES/APPURTENANCES	444.96 *
642606	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
642607	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	22,219.44 *
642608	SPARKLETTS	BOTTLED WATER	242.11 *
642609	STRADLING,YOCCA,CARLSON & RAUTH	LEGAL FEES	9,526.05 *

PAGE TOTAL FOR "*" LINES = 277,439.97

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642610	SUN BADGE COMPANY	UNIFORMS	1,416.79 *
642611	TIME WARNER CABLE	CABLE TV SERVICE	126.17 *
642612	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	1,216.56 *
642613	TYCO FIRE&SECURITY(US) MGMT,INC JOHNSON CONTROLS FIRE PROTECMAINT-SERV CONTRACTS		579.27 *
642614	U.S. ARMOR CORP.	UNIFORMS	200.19 *
642615	UNIFIRST CORP	LAUNDRY SERVICES	1,711.59 *
642616	UNITED PARCEL SERVICE	DELIVERY SERVICES	29.68 *
642617	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,895.47 *
642618	GRAINGER	PIPES/APPURTENANCES	393.21
		OTHER MAINT ITEMS	7.71
		OFFICE SUPPLIES/EXP	255.59
		SAFETY EQ/SUPPLIES	2,318.03
			2,974.54 *
642619	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	173.50
		MAINT SUPP-TRAFF SIG	271.53
			445.03 *
642620	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	640.80 *
642621	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,359.41 *
642622	UNITED WATER WORKS, INC.	WHSE INVENTORY	4,807.54 *
642623	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	16,031.40
		ASPHALT PRODUCTS	624.39
			16,655.79 *
642624	WESTATES MARKING DEVICES & RUBBER STAMP MFG.	OFFICE SUPPLIES/EXP	29.35 *
642625	WEST COAST SAND & GRAVEL	AGGREGATES/MASONRY	1,796.44 *
642626	WINSTON, KEITH	MILEAGE REIMB	28.34 *
642627	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	107,136.66 *

PAGE TOTAL FOR "*" LINES = 144,049.62

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642628	ZEPHYR TURFCARE EQUIPMENT	HEAVY EQUIP RENTAL	713.50 *
642629	MJ ELLS CONSTRUCTION INC	MAINT OF REAL PROP	23,850.00 *
642630	APWA	DUES/MEMBERSHIPS	245.00 *
642631	SERNA, FATIMA	DEPOSIT REFUNDS	50.00 *
642632	WASHINGTON, ALLYCIANNE	DEPOSIT REFUNDS	37.50 *
642633	HUYNH, DANNY	MILEAGE REIMB	33.79 *
642634	COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES	DUES/MEMBERSHIPS	5,630.00 *
642635	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	348.46 *
642636	CITY OF SANTA ANA FINANCE & MGMT SRVS AGENCY M-87	ELECTRICITY TRAFFIC SIGNAL MAINT	535.32 825.43 1,360.75 *
642637	VIET BAO DAILY, INC.	OTHER PROF SERV	200.00 *
642638	KBI CONSTRUCTION, INC	OTHER PROF SERV	2,260.00 *
642639	O'REILLY AUTO PARTS	MOTOR VEH PARTS	326.41 *
642640	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	139.65 *
642641	DIRECTV	CABLE TV SERVICE	149.23 *
642642	COUNTY OF ORANGE OC HEALTH CARE AGENCY/ENV HLTH	OTHER PROF SERV	744.00 *
642643	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	1,240.37 *
642644	M & M ROOFING	OTHER PROF SERV	4,275.00 *
642645	BANNER BANK	WTR/SWR CONST CONTR	11,912.50 *
642646	THE LEW EDWARDS GROUP	OTHER PROF SERV	5,000.00 *
642647	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,018.94 *
642648	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	WHSE INVENTORY	430.46 *

PAGE TOTAL FOR "*" LINES = 61,965.56

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642649	VICTORIA, ROD	TUITION REIMB	568.46 *
642650	YO-FIRE SUPPLIES	WHSE INVENTORY	555.21 *
642651	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	11,795.35 *
642652	MONTESSORI GREENHOUSE SCHOOLS INC	DEPOSIT REFUNDS	70.00 *
642653	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	24,313.92 *
642654	SAVE-ON GLASS & SCREEN, INC	OTHER PROF SERV	335.20 *
642655	SOUTHERN COMPUTER WAREHOUSE	MINOR FURN/EQUIP	348.54
		FURN/MACH/EQ ADDS	1,316.70
			1,665.24 *
642656	GUITAR CENTER STORES, INC.	OTHER MINOR TOOLS/EQ	90.49 *
642657	ANA VERGARA NEAL	TUITION REIMB	1,168.26 *
642658	HEARTSMART.COM	SAFETY EQ/SUPPLIES	464.00 *
642659	TRANSPERFECT TRANSLATIONS INTERNATIONAL, INC.	ADVERTISING	295.00 *
642660	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	18,725.60 *
642661	MSA-MAINTENANCE SUPERINTENDENTS ASSOCIATION; LA & OC CHAPTER	DUES/MEMBERSHIPS	100.00 *
642662	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	NETWORKING SERVICES	1,115.00
		FORENSIC SERV	43,065.42
			44,180.42 *
642663	COSMETIC GALLERY INC DBA IMAGE BEAUTY	WHSE INVENTORY	431.52 *
642664	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	12,825.00 *
642665	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER MAINT ITEMS	369.36 *
642666	ABATIX CORP	WHSE INVENTORY	67.99 *
642667	ONESOURCE DISTRIBUTORS INC.	WHSE INVENTORY	1,146.64
		OTHER MAINT ITEMS	678.83
			1,825.47 *

PAGE TOTAL FOR "*" LINES = 119,846.49

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   08/30/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642668	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	511.81 *
642669	TPX COMMUNICATIONS CO	TELEPHONE	6,068.91 *
W2254	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	17,038.80 *
W2255	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,400,566.00 *
W2256	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	8,100.34 *
W2257	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	425.00
		LEGAL FEES	29,534.68
		LIAB.CLAIMS PAYMENT	45,000.00
			74,959.68 *
W2258	DELTA DENTAL OF CALIFORNIA	SELF-INS ADMN	2,854.26 *
W2259	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	18,391.58 *

PAGE TOTAL FOR "*" LINES =   1,528,491.38

FINAL TOTAL   2,576,708.69 *

DEMANDS #642534 - 642669 AND WIRES W2254 - W2259 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL AUGUST 30, 2018, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF

KINGSLEY C. OKEREKE - FINANCE DIRECTOR

Warrant	Name	Amount	Warrant	Name	Amount
182554	VIRGINIA DELGADO (VOID)	-892.60	182646	VIRGINIA DELGADO	892.60
182647	JAMES C HOLDER	449.03	182648	LUIS Y MENDOZA AGUILAR	567.60
182649	BRENDA L LAI	575.48	182650	NICHOLAS S SEELEY	145.32
182651	MODESTO R SALDANA	1880.58	182652	MODESTO R SALDANA	2916.60
182653	JUDITH A MOORE	2024.49	182654	DIANE BELAIR	1645.61
182655	PRIIT J KASKLA	214.69	182656	THOMAS E BUTTERS	2677.44
182657	JUSTIN M MORRIS	581.36	182658	CHRIS M VERES	5275.85
182659	WILLIAM J ENGELS	709.10	182660	JAVIER E FREGOSO	381.74
182661	ROBERT R MOUNGEY	542.41	182662	MICHAEL F ROCHA	1905.83
182663	RAYMOND A BUCHLER	632.53	182664	DANIEL C MOSS	2072.87
182665	YUKIYOSHI NAKAGAWA	1507.50	182666	FRANK X DE LA ROSA	1510.81
182667	RACHEL L JORDAN	1061.82	182668	ALEX C BEARD	180.29
182669	MELISSA L BELL	389.76	182670	BLADEN E CROSBY	758.90
182671	STEVEN E GOMEZ	358.33	182672	ALINA D GONZALEZ	706.48
182673	JONATHAN L KAY	899.00	182674	JOHN C KONRAD	60.63
182675	ZAIDA E MONARES	915.78	182676	HEAVYN J NANCE	468.00
182677	SHADY S PUAILOA	227.40	182678	MARIA D ROSALES	295.67
182679	GENESIS SERRATOS	798.23	182680	SAMANTHA B VARGAS	835.81
182681	ALBERT R LECOU JR	2211.47	182682	TANNER C DE PADUA	183.56
182683	EUN WHA LEE	581.21	182684	TYLER D VU	183.56
182685	O.C.E.A. GENERAL	2253.54	182686	O.C.E.A.	1303.25
182687	COMMUNITY HEALTH CHARITI	45.00	182688	GARDEN GROVE POLICE ASSO	1440.00
D335647	KRIS C BEARD	302.11	D335648	PHAT T BUI	54.90
D335649	STEVEN R JONES	130.23	D335650	STEPHANIE L KLOPFENSTEIN	153.66
D335651	DIEDRE THU HA NGUYEN	278.31	D335652	KIM B NGUYEN	279.45
D335653	JOHN R O'NEILL	297.62	D335654	PAMELA M HADDAD	1624.39
D335655	SHAWN S PARK	1904.29	D335656	SCOTT C STILES	6690.44
D335657	MARIA A STIPE	6219.82	D335658	MEENA YOO	1990.61
D335659	DENISE KEHN	2164.89	D335660	MARITZA PIZARRO	1631.01
D335661	TERESA L POMEROY	2955.81	D335662	LIZABETH C VASQUEZ	1802.85
D335663	SHAUNA J CARRENO	2012.63	D335664	TERESA G CASEY	1465.40
D335665	DANNY HUYNH	4248.57	D335666	VILMA C KLOESS	1835.22
D335667	IVY LE	2066.76	D335668	TAMMY LE	1299.19
D335669	LINDA MIDDENDORF	2415.50	D335670	MARIA A NAVARRO	2164.81
D335671	PHUONG VIEN T NGUYEN	2228.43	D335672	QUANG NGUYEN	2310.36
D335673	TINA T NGUYEN	2188.09	D335674	THYANA T PHI	2244.14
D335675	MARIA RAMOS	2131.96	D335676	TANYA L TO	1479.50
D335677	CUONG K TRAN	1634.85	D335678	ElAINE TRUONG	1335.01
D335679	THANH-NGUYEN VO	1419.77	D335680	SYLVIA GARCIA	2027.01
D335681	KINGSLEY C OKEREKE	4978.58	D335682	KAREN M HARRIS	2585.40
D335683	HEIDI M JANZ	2534.35	D335684	CHRISTI C MENDOZA	614.13
D335685	ANN C EIFERT	2605.78	D335686	DEBORAH A POWELL	1686.99
D335687	MARGARITA A ABOLA	1772.86	D335688	MARY ANN M ALCANCIA	2570.48
D335689	MARISA ATIN RAMOS	1062.74	D335690	ELLIS EUN ROK CHANG	4663.50
D335691	JANET J CHUNG	2173.50	D335692	RHONDA C KAWELL	2680.61
D335693	ROBERT W MAY	1431.64	D335694	SHAWNA A McDONOUGH	1408.72
D335695	HEIDY Y MUNOZ	3879.56	D335696	LIGIA ANDREI	1422.95
D335697	ARIANA B BAUTISTA	1535.68	D335698	KAREN J BROWN	698.10

**** PAGE TOTAL   =   149667.69

Warrant	Name	Amount	Warrant	Name	Amount
D335699	CORINNE L HOFFMAN	2336.15	D335700	JEFF N KURAMOTO	2993.19
D335701	CHELSEA E LUKAS	1811.18	D335702	EDWARD E MARVIN JR	1725.43
D335703	ANGELA M MENDEZ	1743.82	D335704	MONICA A NEELY	8268.35
D335705	JENNIFER L PETERSON	1824.58	D335706	ANH PHAM	1673.39
D335707	EVA RAMIREZ	1676.09	D335708	HELEN E WHITTAKER DEGEN	646.10
D335709	JAIME F CHAVEZ	1450.55	D335710	GARY F HERNANDEZ	1581.32
D335711	NEAL M MANALANSAN	1509.10	D335712	DANIEL J SANCHEZ	1546.52
D335713	SANDRA E SEGAWA	3249.65	D335714	ALANA R CHENG	2247.01
D335715	LISA L KIM	4601.05	D335716	JAYME K AHLO	2352.83
D335717	JULIE A ASHLEIGH	1863.92	D335718	MICHAEL G AUSTIN	2465.42
D335719	RITA M CRAMER	2403.10	D335720	CHRISTOPHER J CRANDALL	2528.80
D335721	DAVID A DENT	3783.56	D335722	TODD C HARTWIG	2367.25
D335723	RALPH V HERNANDEZ	2152.27	D335724	AARON J HODSON	1984.53
D335725	DONALD E LUCAS	2687.36	D335726	GUADALUPE E MERCADO	1565.87
D335727	SVETLANA MOURE	2078.40	D335728	PHU T NGUYEN	3209.74
D335729	LORENA J QUILLA-SOULES	2282.95	D335730	PEDRO ROQUE	2515.59
D335731	CHRISTOPHER CHUNG	2461.87	D335732	PAUL GUERRERO	3098.82
D335733	LEE W MARINO	3590.13	D335734	MARIA L MEDRANO	1994.35
D335735	MARIA C PARRA	2751.58	D335736	ERIN WEBB	3241.37
D335737	GREG BLODGETT	2877.93	D335738	MONICA COVARRUBIAS	2710.60
D335739	GRACE E LEE	2212.64	D335740	AMEENAH ABU-HAMDIYYAH	1681.36
D335741	ROY N ROBBINS	2702.91	D335742	TIMOTHY E THRONE	1679.72
D335743	ALLISON D WILSON	1937.12	D335744	MICHAEL C BOS	2258.07
D335745	DANIEL J CANDELARIA	4118.16	D335746	VINCENT L DE LA ROSA	1952.38
D335747	KAMYAR DIBAJ	1020.12	D335748	ALICIA M HOFER	1629.20
D335749	NICOLAS C HSIEH	2814.95	D335750	ROSEMARIE JACOT	1889.34
D335751	SHAN L LEWIS	1952.12	D335752	NAVIN B MARU	3377.82
D335753	JUAN C NAVARRO	2129.71	D335754	MICHAEL F SANTOS	2608.02
D335755	MARK P UPHUS	3426.20	D335756	JOSE A VASQUEZ	2107.01
D335757	ANA G VERGARA NEAL	2184.91	D335758	DAI C VU	3564.22
D335759	KHANG L VU	2927.06	D335760	JOSHUA J ARIONUS	1682.18
D335761	JAN BERGER	1955.04	D335762	ROBERT P BERMUDEZ	3032.31
D335763	TIM P CANNON	2812.14	D335764	MYUNG J CHUN	3474.05
D335765	CARINA M DAN	985.94	D335766	JUSTIN E DAVENPORT	1245.06
D335767	RYAN H DAVIS	1742.24	D335768	RONALD W DIEMERT	1871.15
D335769	CHRIS N ESCOBAR	2373.76	D335770	JASON A FERTAL	2127.10
D335771	ALEJANDRO GONZALEZ	2333.63	D335772	MICHAEL J GRAY	1091.37
D335773	LARRY GRIFFIN	2570.04	D335774	ROBERT A HAENDIGES	2556.58
D335775	RYAN S HART	1976.69	D335776	ROBERT M HIGGINBOTHAM	1278.45
D335777	EDWARD A HUY	2417.35	D335778	VIDAL JIMENEZ	1528.15
D335779	SAMUEL K KIM	3451.51	D335780	REBECCA PIK KWAN LI	3171.90
D335781	DAVID MA'AE	1467.57	D335782	TYLER MEISLAHN	1827.07
D335783	JESSE K MONTGOMERY	1658.64	D335784	STEVEN J MOYA JR	1867.42
D335785	BASIL G MURAD	1963.54	D335786	KIRK L NATLAND	662.87
D335787	DUC TRUNG NGUYEN	1943.13	D335788	CORNELIU NICOLAE	2414.71
D335789	ANDREW I ORNELAS	1545.80	D335790	DAVID A ORTEGA	3831.60
D335791	CELESTINO J PASILLAS	5005.95	D335792	WILLIAM F PEARSON	2158.53
D335793	LES A RUITENSCHILD	2517.02	D335794	JONATHAN RUIZ	1799.86

**** PAGE TOTAL   =   226365.11

Warrant	Name	Amount	Warrant	Name	Amount
D335795	ALEXIS SANTOS	1016.56	D335796	ADRIAN M SARMIENTO	2748.22
D335797	ALBERT TALAMANTES JR	1790.42	D335798	MINH K TRAN	1868.33
D335799	ALEJANDRO VALENZUELA JR	1227.89	D335800	ALEJANDRO N VALENZUELA	3208.45
D335801	KATHLEEN N VICTORIA	808.29	D335802	RONALD J WOLLAND	1658.68
D335803	VICTOR K YERGENSEN	2909.12	D335804	ALICE K FREGOSO	1812.19
D335805	RAQUEL K MANSON	3159.14	D335806	WILLIAM E MURRAY JR	5968.84
D335807	EMILY H TRIMBLE	1527.51	D335808	ALFRED J AGUIRRE	2529.57
D335809	RODOLPHO M BECERRA	2261.41	D335810	EDGAR A CANO	1611.35
D335811	ALBERT J CARRISOZA	1886.15	D335812	GABRIELA R CONTRERAS	1973.17
D335813	JULIE T COTTON	918.02	D335814	DANIEL A DEL ROSARIO	613.78
D335815	ERIC M ESPINOZA	1797.25	D335816	HECTOR M ESPINOZA	1601.10
D335817	ALBERT R EURS II	2274.17	D335818	ROBERT J FRANCO	670.06
D335819	MAURICIO S GARCIA	2245.94	D335820	HERMILO HERNANDEZ	1591.60
D335821	DARNELL D JERRY	696.46	D335822	BRENT KAYLOR	3021.04
D335823	MARK W LADNEY	3483.12	D335824	RAUL LEYVA	1686.65
D335825	ANTONIO R MARTIN	2971.77	D335826	DIEGO A MEJIA	1709.51
D335827	RIGOBERTO MENDEZ	3074.28	D335828	JON A MIHAILA	710.73
D335829	STEVEN T ORTIZ	1690.78	D335830	RICHARD L PINKSTON	1945.18
D335831	BRADLEY J POINDEXTER	639.21	D335832	STEVE J TAUANU'U	2306.11
D335833	SUSAN VITALI	1171.43	D335834	STEPHANIE A WASINGER	911.68
D335835	IOAN ANDREI	658.49	D335836	SYLVESTER A BABINSKI IV	1475.14
D335837	JEFFREY G CANTRELL	1884.82	D335838	THOMAS C COUNTS	2320.65
D335839	JAMES CUNNINGHAM	2054.44	D335840	EARNEST L DOMINGUEZ	848.60
D335841	JULIA ESPINOZA	1160.41	D335842	CECELIA A FERNANDEZ	1130.44
D335843	CONRAD A FERNANDEZ	914.68	D335844	DIANA GOMEZ	531.82
D335845	JORGE GONZALEZ	1088.48	D335846	MICHAEL R GREENE	1953.05
D335847	RONALD D GUSMAN	910.40	D335848	GLORIA A HARO	1143.28
D335849	ERIC W JOHNSON	1047.26	D335850	URIEL MACIAS	818.82
D335851	KHUONG NGUYEN	1143.28	D335852	ALEJANDRO ORNELAS	912.64
D335853	WILLIAM R PICKRELL	2613.77	D335854	DELFRADO C REYES	1143.29
D335855	RAFAEL ROBLES	1284.54	D335856	ADRIANNA M RODRIGUEZ	913.86
D335857	RODERICK THURMAN	1557.00	D335858	EVARISTO VERA	1588.18
D335859	RICHARD L WILLIAMS	1669.41	D335860	ANSELMO AGUIRRE	1767.04
D335861	CHRISTOPHER L ALLEN	2045.91	D335862	PHILLIP J CARTER	2359.97
D335863	RICK L DUVALL	3136.50	D335864	CASEY G GIROUARD	601.78
D335865	AARON R HANSEN	2282.88	D335866	PATRICIA CLAIR HAYES	2337.09
D335867	HUY HOA HUYNH	1976.61	D335868	BRYAN D KWIATKOWSKI	1563.52
D335869	CHRISTOPHER B PRUDHOMME	1584.82	D335870	ROLANDO QUIROZ	1561.73
D335871	TODD R REED	1680.81	D335872	ESTEBAN H RODRIGUEZ	1636.93
D335873	ROBERTO RODRIGUEZ	613.78	D335874	LUIS A TAPIA	3095.22
D335875	MICHAEL W THOMPSON	2965.11	D335876	WILLIAM J WHITE	1963.33
D335877	JESSE GUZMAN	2069.86	D335878	BRETT A MEISLAHN	1841.70
D335879	DOUGLAS A MOORE	1805.86	D335880	AUSTIN H POWELL	1711.80
D335881	MELVIN P REED	1145.77	D335882	STEPHEN D SUDDUTH	1728.16
D335883	TIMOTHY WALLINGFORD	2171.17	D335884	HILLARD J WILLIAMS	624.03
D335885	SOUMELIA K GOUNTOUMA	1656.99	D335886	ALBERT J HOLMON III	3207.95
D335887	VICTOR T BLAS	2142.16	D335888	ERVIN DUBRUL	2124.26
D335889	JEREMY J GLENN	1261.78	D335890	JOSE GOMEZ	1840.37

**** PAGE TOTAL   =   168966.80

Warrant	Name	Amount	Warrant	Name	Amount
D335891	BRENT W HAYES	2762.30	D335892	FRANK D HOWENSTEIN	2176.63
D335893	ALLEN G KIRZHNER	2339.03	D335894	BRANDON S NUNES	1131.00
D335895	STEPHEN PORRAS	3451.04	D335896	JESSE VIRAMONTES	2292.83
D335897	JOHN ZAVALA	2640.34	D335898	VERONICA AVILA	1771.56
D335899	JEFFREY P DAVIS	1941.36	D335900	NOELlE N KIM	1782.17
D335901	MISSY M MENDOZA	569.75	D335902	MARIE L MORAN	2411.05
D335903	ANA E PULIDO	3280.98	D335904	KRISTY H THAI	2139.83
D335905	KAETLYN L AGATEP	499.32	D335906	YOLANDA A ALVARADO	40.59
D335907	EDWARD D AMBRIZ GARCIA	421.82	D335908	STEPHANIE AMBRIZ	214.45
D335909	JOSELYN D AVALOS	589.62	D335910	SARAH M BAIRD	1648.56
D335911	GABRIELLA E BALANDRAN	45.48	D335912	VALERIA J BARON	359.22
D335913	JOSUE BARREIRO MENDOZA	1248.76	D335914	NICHOLAS J BARRETT	83.04
D335915	ALEXIS R BAUTISTA-MOYANO	507.10	D335916	DYLAN J BOGGAN	738.64
D335917	IMMANUEL M CALDONA	275.64	D335918	RACHEL M CAMARENA	1808.01
D335919	RENE CAMARENA	1750.99	D335920	MARTI CARROLL	1559.24
D335921	VICTORIA M CASILLAS	1735.00	D335922	AMANDA D CROSS	1120.50
D335923	GISELL L CRUZ	243.24	D335924	KENNETH E CUMMINGS	480.36
D335925	MARLY DELGADO CHAVEZ	159.47	D335926	LORENE U DO-LE	748.29
D335927	GRISELL V EVERASTICO	421.02	D335928	MARK C FREEMAN	2681.00
D335929	JARED D GARCIA	75.80	D335930	VANESSA L GARCIA	493.31
D335931	ANTHONY GOMEZ JR	25.27	D335932	DEBORAH GONZALEZ	131.39
D335933	JACOB R GRANT	3718.64	D335934	ASHLY L HANNAH	437.92
D335935	EMERIE R HERRERA	997.34	D335936	KIMBERLY K HOLER	116.02
D335937	CAROLINA HONSTAIN	80.64	D335938	ANA C IZQUIERDO	589.19
D335939	KALYSTA N LOPEZ	697.88	D335940	ERIK C LUBSEN	52.12
D335941	STEPHANIA LUNA	513.93	D335942	TINA LY	218.50
D335943	ELAINE M MA'AE	2154.47	D335944	JOHANA L MALDONADO	193.98
D335945	JESUS MEDINA	1647.59	D335946	JUAN MEDINA	1957.36
D335947	JOHN A MONTANCHEZ	4149.59	D335948	BRIANNA M MOORE	1088.51
D335949	KIRSTEN K NAKAISHI	553.09	D335950	GINA D NECCO	609.61
D335951	JACOB J NEELY	443.49	D335952	ALLEN T NGUYEN	996.13
D335953	KATHLEEN T NGUYEN	141.32	D335954	NOEL N NICHOLAS	1233.18
D335955	DANIEL G NORDWICK	1329.60	D335956	JENNIFER GODDARD NYE	2392.56
D335957	GABRIELA O'CADIZ-HERNAND	4143.22	D335958	NANCY A OCAMPO	747.96
D335959	LORI OCHOA	1677.79	D335960	STEPHANIE ORTIZ	239.38
D335961	CHRISTIAN PANGAN	471.04	D335962	BRENDA PATINO MARQUEZ	406.97
D335963	EMILY PATINO MARQUEZ	259.35	D335964	JANET E PELAYO	2800.49
D335965	JESUS PEREZ	561.30	D335966	KATIE L PHAM	639.19
D335967	JULIE T PHAN	90.96	D335968	ARIELLE PICKRELL	1477.93
D335969	ALEXA PRADO	258.73	D335970	JENAVIE QUINTERO	547.59
D335971	SUGEIRY REYNOSO	2370.85	D335972	MARINA Y ROMERO	1594.34
D335973	MONICA K ROMO	51.89	D335974	TANYA ROSAS	495.31
D335975	DIANA SALDIVAR	331.99	D335976	RICARDO SALDIVAR	484.89
D335977	YARELI SANCHEZ GUIJOSA	386.47	D335978	LARISSA E SANTOS	378.31
D335979	DANA MARIE SAUCEDO	2171.01	D335980	EMERON J SCHLUMPBERGER	907.43
D335981	ALEJANDRA M SERNA	644.62	D335982	KRISTOF A SIERRA	85.90
D335983	REBECCA S SMITH	892.81	D335984	SARAH L SMITH	878.01
D335985	AUSTIN M ST MARSEILLE	177.63	D335986	RYAN J STEVENS	101.06

**** PAGE TOTAL   =   103382.08

Warrant	Name	Amount	Warrant	Name	Amount
D335987	ANGELICA Q TO	497.77	D335988	MIRANDA M TORRES	195.79
D335989	SAMUELE M TRAN	845.11	D335990	KENNETH P TRAVIS III	308.25
D335991	CLAUDIA VALDIVIA	2760.99	D335992	JEFFREY VAN SICKLE	2073.58
D335993	BREANA C VARGAS	569.38	D335994	JOSHUA VENCES	159.47
D335995	JENNIFER J VICENS	718.75	D335996	PAUL E VICTORIA	1199.98
D335997	JACOB D VIRAMONTES	177.63	D335998	JANICE PHUONG VU	1419.19
D335999	TIFFANY D VU	559.98	D336000	DAVID M WILMES	861.38
D336001	AMANDA M POLLOCK	1572.90	D336002	THOMAS R SCHULTZ	2977.00
D336003	TREVOR G SMOUSE	1866.21	D336004	ALBERTO ACOSTA	1752.69
D336005	ANTHONY R ACOSTA	12895.79	D336006	JOHN D BARANGER III	4842.45
D336007	LUCAS B BAUER	2697.71	D336008	BRADLEY D BELL	6780.32
D336009	JERRY R BRENEMAN	6428.97	D336010	JOSE J CAMBEROS	3547.91
D336011	YVES G CLERMONT	2008.01	D336012	JOE W CRAWFORD	4708.17
D336013	TIMOTHY A CRAWFORD	5396.41	D336014	JUSTIN D DOYLE	4722.71
D336015	MICHAEL G ECKHARDT JR	4148.25	D336016	DAVID W EDNOFF	5933.51
D336017	STEVE P FELLNER	4272.63	D336018	JAMES L GABBARD	8169.57
D336019	DREW R GARCIA	4635.75	D336020	JEFF W HANNA	4795.20
D336021	MATTHEW R HENSHAW	4704.90	D336022	MICHAEL L JACOBS	1533.46
D336023	WILLIAM R JAEGER	2686.93	D336024	JORDAN R JEMIOLA	2430.53
D336025	MATTHEW C KLEIBACKER	3763.93	D336026	SCOTT A KUHLMAN	5761.44
D336027	NICHOLAS A LERARIO	3726.40	D336028	COREY L LINDSAY	9102.24
D336029	NORMAN M LOVELY	5291.90	D336030	JOHN M MARQUEZ JR	4207.45
D336031	CHEYNE C MAULE	5592.82	D336032	TERRY A MCGOVERN JR	6686.47
D336033	SHANE D MELLEM	3017.52	D336034	TRAVIS M MELLEM	8062.67
D336035	MARK A MICKELSEN	3521.32	D336036	SON L NGUYEN	5235.74
D336037	THANH Q NGUYEN	5126.07	D336038	FREDERICK N NIBLO	3607.83
D336039	BRENT C PARDOEN	3344.65	D336040	MICHAEL KURT RIETH	2751.99
D336041	WADE E RUHMAN	3730.45	D336042	DENNIS L RUZICKA	4435.17
D336043	DAVID C SANCHEZ	11846.91	D336044	TIMOTHY S SAWYER	3864.28
D336045	NICK R SCHAEFER	3252.83	D336046	SCOTT A SCHERER	3076.88
D336047	MORRIS B SPELL	3613.79	D336048	WILLIAM S STROHM	5784.09
D336049	JUSTIN D TRAVER	3688.99	D336050	CHRISTOPHER B TRENHOLM	4004.62
D336051	JUSTIN TRUHILL	3811.42	D336052	MARIO G VALDERRAMA	5465.10
D336053	DAVID S WALDSCHMIDT	1926.86	D336054	MARK S WEISS	4894.19
D336055	JOSEPH A WINGERT JR	2957.10	D336056	JASON R BLOMGREN	4221.79
D336057	MYLES A BURROUGHS	2628.83	D336058	DAVID M CARLSON	4251.49
D336059	PARKER W CARY	2503.40	D336060	JOSHUA A FELDMAN	5239.28
D336061	TIMOTHY D FISHER	6243.89	D336062	GARRET M FURUTA	2359.82
D336063	CHRISTOPHER P HAWKINS	2996.76	D336064	SHANE S HOWEY	4003.87
D336065	PETER M HUBER	2566.61	D336066	JAYCEN R JUSTUS	2515.57
D336067	ANTHONY L KNAACK	4454.68	D336068	JOSHUA D LEE	4059.63
D336069	DANIEL J MOORE	6706.53	D336070	GRANT A NOBLE	6411.06
D336071	ERIC S NORRDIN	4106.79	D336072	ANTHONY J PAGE	2623.58
D336073	ERIC M PALOMO	3249.49	D336074	ANDREW J ROACH	3739.55
D336075	RICHARD RONSTADT	4440.65	D336076	TIMOTHY N STOWE	4952.99
D336077	ERIC THORSON	5254.94	D336078	RYAN D VAN WIE	3209.07
D336079	JONATHAN C WHITE	3219.51	D336080	GREGORY D WILLIAMS	2192.73
D336081	JEREMIE E YORKE	2590.08	D336082	BRYSON T DAHLHEIMER	1831.67

**** PAGE TOTAL   = 365582.61

PAYROLL WARRANT REGISTER BY WARRANT NUMBER   08/30/18   PAGE   6

Warrant	Name	Amount	Warrant	Name	Amount
D336083	LISA S GUARDI	693.25	D336084	DON T NGUYEN	1691.13
D336085	JOSEPH I VALENZUELA	145.32	D336086	PAUL J WHITTAKER	3594.27
D336087	RANDY ABRAHAMSON	5153.75	D336088	TODD D ELGIN	9476.87
D336089	CAROLE A KANEGAE	2195.81	D336090	KRISTEN A BACKOURIS	1560.56
D336091	SHARON S BAEK	1707.08	D336092	GENA M BOWEN	1275.92
D336093	JESENIA CAMPOS	1763.06	D336094	THOMAS R DARE	4686.64
D336095	AMIR A EL-FARRA	3879.73	D336096	HELENA ELSOUSOU	2462.22
D336097	PATRICK E GILDEA	2868.53	D336098	AI KELLY HUYNH	1881.59
D336099	CINDY S NAGAMATSU HANLON	2543.45	D336100	JEFFREY C NIGHTENGALE	3245.30
D336101	REYNA ROSALES	1589.94	D336102	PEDRO R ARELLANO	3891.70
D336103	TIMOTHY R ASHBAUGH	2668.25	D336104	ALFREDO R AVALOS	3328.78
D336105	RENE BARRAZA	3324.06	D336106	CARLOS BAUTISTA JR	22893.87
D336107	RYAN S BERLETH	1883.86	D336108	SUMMER A BOGUE	1826.52
D336109	JEFFREY A BROWN	4071.99	D336110	ROBERT W CAMPBELL	1404.38
D336111	GARY L COULTER	2669.78	D336112	NATHANIEL D COX	5502.42
D336113	CHARLIE DANIELEY III	1216.68	D336114	NICHOLAS A DE ALMEIDA LO	4569.77
D336115	KEVIN DINH	2697.65	D336116	JARED R DOYLE	9392.78
D336117	STEPHEN C ESTLOW	965.04	D336118	HECTOR FERREIRA JR	2151.00
D336119	KARI A FLOOD	2202.36	D336120	ROBERT J GIFFORD	2896.76
D336121	VICTORIA A GILL	1946.55	D336122	JOSEPH P GROSS JR	2750.01
D336123	TROY HALLER	3891.27	D336124	WILLIAM T HOLLOWAY	3270.76
D336125	MICHAEL J JENSEN	3690.80	D336126	NICKOLAS K JENSEN	2515.89
D336127	PATRICK R JULIENNE	2617.57	D336128	KRISTOFER D KELLEY	2512.53
D336129	EDWARD K KIM	2456.35	D336130	TIMOTHY P KOVACS	3455.10
D336131	JON D LOFQUIST	2396.30	D336132	MARK A LORD	3969.84
D336133	SHAYLEN L MAO	2491.30	D336134	BRYAN J MEERS	2583.40
D336135	JEREMY N MORSE	3547.29	D336136	MITCHEL S MOSSER	2155.47
D336137	JASON M MURO	2439.38	D336138	AARON S NELSON	3170.42
D336139	ADAM C NIKOLIC	3321.10	D336140	JASON S PERKINS	3553.73
D336141	PHILLIP H PHAM	2457.45	D336142	DOUGLAS A PLUARD	3294.90
D336143	COREY T POLOPEK	2563.07	D336144	THOMAS S REED	2651.04
D336145	JOHN E REYNOLDS	4729.25	D336146	CHRISTIN E ROGERS	2717.77
D336147	AARON T SHIPLEY	1995.71	D336148	BRIAN T STROUD	4629.97
D336149	EDGAR VALENCIA	3144.83	D336150	DANIEL J VILLEGAS	1110.38
D336151	JONATHAN B WAINWRIGHT	3138.69	D336152	CHRISTOPHER A WASINGER	2178.57
D336153	ROYCE C WIMMER	4358.92	D336154	ADAM D ZMIJA	4455.09
D336155	MARCOS R ALAMILLO	3772.12	D336156	BOBBY B ANDERSON	2684.02
D336157	JOHN F BANKSON	3375.23	D336158	JOSHUA K BEHZAD	2601.92
D336159	JOHN CASACCIA II	3012.57	D336160	JUAN C CENTENO	3145.23
D336161	JEROME L CHEATHAM	2574.27	D336162	HAN J CHO	3308.03
D336163	BRIAN M CLASBY JR	3040.24	D336164	JULIO C CORTEZ	2247.79
D336165	JUAN L DELGADO JR	5251.14	D336166	MICHELLE N ESTRADA-MONSA	3032.95
D336167	GEORGE R FIGUEREDO	5985.56	D336168	MICHAEL E GERDIN	2256.16
D336169	BRIAN C GIRGENTI	3129.30	D336170	SEAN M GLEASON	4201.11
D336171	ALLAN S HARRY	6301.67	D336172	BRIAN G HATFIELD	2641.04
D336173	EFRAIN A JIMENEZ JR	2117.76	D336174	ARION J KNIGHT	6782.90
D336175	AUSTIN C LAVERTY	3159.41	D336176	RAPHAEL M LEE	1931.03
D336177	ERICK LEYVA	3518.77	D336178	DEREK M LINK	3582.22

**** PAGE TOTAL   =   317785.21

Warrant	Name	Amount	Warrant	Name	Amount
D336179	RAFAEL LOERA JR	2720.63	D336180	CHARLES H LOFFLER	3220.77
D336181	BRADLEY A LOWEN	2380.99	D336182	TAYLOR A MACY	2323.76
D336183	GIANLUCA F MANIACI	2592.01	D336184	MARIO MARTINEZ JR	3691.59
D336185	NATHAN D MORTON	3507.59	D336186	PATRICK W MURPHY	3047.36
D336187	PATRICK J MUSCHETTO	2305.08	D336188	JEFFREY C NGUYEN	3194.39
D336189	STEVEN TRUJILLO ORTIZ	2322.72	D336190	LUIS A PAYAN	4311.17
D336191	OMAR F PEREZ	2233.40	D336192	JOHN E RANEY	3667.04
D336193	ERIC T RUZIECKI	2728.21	D336194	SEAN M SALAZAR	3504.30
D336195	ROBERT M STEPHENSON III	6419.79	D336196	MICHAEL J VISCOMI	4824.61
D336197	JOHN J YERGLER	2934.00	D336198	KATHERINE M ANDERSON	3521.02
D336199	PAUL W ASHBY	4138.01	D336200	RYAN V BUSTILLOS	2921.91
D336201	THOMAS A CAPPS	3225.19	D336202	MICHAEL K ELHAMI	2530.92
D336203	DANNY J MIHALIK	3293.33	D336204	RON A REYES	4262.46
D336205	ROCKY F RUBALCABA	4060.67	D336206	LINO G SANTANA	4161.15
D336207	CHRISTOPHER M EARLE	2689.97	D336208	BENJAMIN M ELIZONDO	3400.25
D336209	OTTO J ESCALANTE	5396.67	D336210	PETER M KUNKEL	4890.86
D336211	NICHOLAS A LAZENBY	4261.64	D336212	LUIS F RAMIREZ	3299.19
D336213	RYAN R RICHMOND	2516.30	D336214	GAREY D STAAL	3123.68
D336215	AARON J COOPMAN	3059.16	D336216	DONALD J HUTCHINS	3634.91
D336217	JASON L JOHNSON	2470.27	D336218	RYAN M LUX	3264.91
D336219	RAUL MURILLO JR	4918.40	D336220	JOSHUA T OLIVO	3315.30
D336221	COURTNEY P ALLISON	2171.47	D336222	LISA A BELTHIUS	641.90
D336223	RANDY G CHUNG	354.42	D336224	ADAM B COUGHRAN	3.46
D336225	CHRISTOPHER C DOVEAS	540.06	D336226	DANIEL S EDWARDS	808.18
D336227	CRAIG A HERRICK	10.84	D336228	JOHN O OJEISEKHOBA	278.16
D336229	TRAVIS J WHITMAN	5043.13	D336230	CARL J WHITNEY	3550.20
D336231	FRANCISCO AVALOS JR	387.62	D336232	JULIAN TAPIA	350.77
D336233	KENTON TRAN	537.38	D336234	CALEB I VAUGHN	344.01
D336235	GIOVANNI ACOSTA	992.60	D336236	MARIA S ATWOOD	1915.52
D336237	KAREN D BRAME	890.07	D336238	KENNETH L CHISM	1843.83
D336239	RENZO CHUMBE	2094.36	D336240	PAUL E DANIELSON	1365.10
D336241	ISAAC DAVILA	1762.78	D336242	RUSSELL B DRISCOLL	518.58
D336243	BROC D DUDLEY	1722.84	D336244	KORY C FERRIN	3336.71
D336245	JAMES D FISCHER	1213.01	D336246	VICTORIA M FOSTER	1464.23
D336247	TRAVIS J HADDEN	923.71	D336248	KIRK P HURLEY	1722.84
D336249	CODY M JOHNSON	1798.96	D336250	ROBERTO MACHUCA	1759.01
D336251	JORGE L MAZON	1719.08	D336252	JAKE T MELIA	1759.01
D336253	KENNETH E MERRILL	216.97	D336254	CHARLES W STARNES	3801.80
D336255	VINCENTE J VAICARO	3975.19	D336256	TUONG-VAN NGUYEN VU	1818.58
D336257	JASON B YETTAW	1884.37	D336258	COLE A YNIGUEZ	1653.64
D336259	WILLIAM ALLISON	3235.87	D336260	FLOR DE LIS ELIZONDO	1227.49
D336261	GARY E ELKINS	2272.16	D336262	JOHN A FLAWS	2136.87
D336263	JASON S FULTON	2190.86	D336264	ROBERT J KIVLER	1463.69
D336265	EDUARDO C LEIVA	4041.16	D336266	RAQUEL D MATA	982.54
D336267	REBECCA S MEEKS	2821.98	D336268	DAVID C YOUNG	3612.74
D336269	MARIA A ALCARAZ	1931.74	D336270	CARISSA L BRUNICK	2858.32
D336271	TAMMY L CHAURAN-HAIRGROV	1543.51	D336272	VERONICA FRUTOS	1032.31
D336273	DAVID L GEORGE	1931.61	D336274	PINKY C HINGCO	2203.36

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Warrant	Name	Amount	Warrant	Name	Amount
D336275	SHELBY KEUILLIAN	2072.20	D336276	CHAD B KIM	1443.64
D336277	MICHELLE L KRESS	1850.58	D336278	ALLYSON T LE	1408.69
D336279	ANGELA LEDESMA	1987.12	D336280	MARIA C MCFARLANE	2193.48
D336281	TRINA T NGUYEN	1679.71	D336282	DEBRA J NICHOLS	2014.76
D336283	FELICIA H PEREZ	2475.42	D336284	ASHLEY C ROJAS	1509.57
D336285	JENNIFER V ROMBOUGH	1788.45	D336286	KIMBRA S VELLANOWETH	2042.99
D336287	SHANNON M YELENSKY	2079.53	D336288	JENNIFER A DIX	2863.56
D336289	KATHERINE M FRANCISCO	3011.65	D336290	AMANDA B GARNER	2112.60
D336291	ARCHIE GUZMAN	2089.18	D336292	ROBERT D LUX	2224.85
D336293	MELISSA MENDOZA-CAMPOS	2078.05	D336294	MICHAEL A MOSER	2195.13
D336295	BRANDY J PARK	3407.59	D336296	CRISTINA V PAYAN	2756.22
D336297	JENNIFER M RODRIGUEZ	2551.96	D336298	TANYA L SAMOFF	3099.79
D336299	SUSAN A I SEYMOUR	2181.58	D336300	NICOLE D SHORROW	2240.60
D336301	DANNY J SOSEBEE	2207.11	D336302	MARSHA D SPELLMAN	2385.64
D336303	SPENCER T TRAN	1976.41	D336304	SANTA WARDLE	944.13
D336305	CHERYL L WHITNEY	2625.75	D336306	CLAUDIA ALARCON	4603.39
D336307	RICHARD A ALVAREZ-BROWN	2649.66	D336308	EVAN S BERESFORD	2605.94
D336309	RAY E BEX	3894.97	D336310	RICHARD O BURILLO	3777.15
D336311	DANIEL A CAMARA	2498.26	D336312	SCOTT A COLEMAN	2434.19
D336313	BRIAN D DALTON	2123.81	D336314	RICHARD E DESBIENS	1499.86
D336315	JAMES D FRANKS	2905.33	D336316	PETE GARCIA	2023.50
D336317	STEVEN H HEINE	2688.63	D336318	JOSE D HERRERA	3043.33
D336319	THI A HUYNH	2647.28	D336320	GERALD F JORDAN	2690.13
D336321	JOSEPH L KOLANO	2215.24	D336322	LEA K KOVACS	2697.02
D336323	DAVID LOPEZ	2558.88	D336324	STEVEN W LUKAS	1502.05
D336325	MATTHEW P MARCHAND	2630.31	D336326	SINDY RAMIREZ OROZCO	2458.57
D336327	TERRA M RAMIREZ	2039.71	D336328	CHRISTOPHER M SHELGREN	2224.36
D336329	PAUL M TESSIER	2559.15	D336330	DENNIS WARDLE	2658.39
D336331	RONALD A DOSCHER	1398.20	D336332	ERIC A QUINTERO	2217.50
D336333	MARY C CERDA	1922.86	D336334	BRANDI M HART	577.56
D336335	LIANE Y KWAN	2812.15	D336336	JANY H LEE	3375.73
D336337	SHERRILL A MEAD	2168.86	D336338	STEPHANIE E RICHARDS	1630.75
D336339	CAITLYN M STEPHENSON	1735.63	D336340	LAURA J STOVER	4799.41
D336341	SANDRA L VERA	2639.17	D336342	FRANA K CASSIDY	1664.68
D336343	ANNA L GOLD	1654.17	D336344	HIEN Q PHAM	1753.08
D336345	KATRENA J SCHULZE	380.64	D336346	MATTHEW T SWANSON	1307.85
D336347	ANTHONY VALENZUELA	1347.80	D336348	CANDY G WILDER	1928.97
D336349	STEVEN F ANDREWS	1471.59	D336350	TERENCE S CHANG	2152.89
D336351	VERNA L ESPINOZA	1770.83	D336352	CESAR GALLO	2390.28
D336353	ERNIE E HINGCO	1650.33	D336354	CHARLES D KALIL	1743.71
D336355	GEOFFREY A KLOESS	2578.72	D336356	RACHOT MORAGRAAN	3504.52
D336357	NOEL J PROFFITT	3099.80	D336358	ANAND V RAO	3608.98
D336359	JOSEPH M SCHWARTZ	2263.50	D336360	ROD T VICTORIA	2154.44
D336361	TERREL KEITH WINSTON	3433.96	D336362	POLICE ASSN	14907.51
D336363	GG FIRE FIGHTERS 2005	21272.39	D336364	SO CAL CU	80596.00
W2503	GREAT WEST LIFE OBRA#340	5616.94	W2502	GREAT WEST LIFE 457 #340	106943.07
W2505	EMPLOYMENT DEVELOPMENT D	116911.24	W2504	INTERNAL REVENUE SERVICE	365284.35

**** PAGE TOTAL   =   917096.02

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TOTAL CHECK PAYMENTS          44              44,374.53
TOTAL DIRECT DEPOSITS        719           1,846,979.60
TOTAL WIRE PAYMENTS            4             594,437.57
                            .....          ..............
GRAND TOTAL PAYMENTS         767           2,485,791.70
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Checks #182646 thru #182688, and Direct Deposits #D335647 thru #D336365, and wire #W2502 thru #W2505 presented in the Payroll Register submitted to the Garden Grove City Council 11 SEP 2018, have been audited for accuracy and funds are available for payment thereof.

KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642670	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	3,022.00 *
642671	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	1,047.00 *
642672	4MD MANAGEMENT, LLC	RENT SUBSIDY	2,120.00 *
642673	ADAMS, WILLIAM	RENT SUBSIDY	1,053.00 *
642674	ADVANCED GROUP 01-75, A CA LTD	RENT SUBSIDY	1,759.00 *
642675	ADVANTAGE PROPERTY MANAGEMENT	RENT SUBSIDY	658.00 *
642676	ALISO VIEJO 621, LP	RENT SUBSIDY	1,148.00 *
642677	ALPINE APTS	RENT SUBSIDY	5,486.00 *
642678	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	809.00 *
642679	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	1,621.00 *
642680	AYERS, MARILISA BRADFORD	RENT SUBSIDY	690.00 *
642681	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,361.00 *
642682	BUI JR, RICHARD	RENT SUBSIDY	3,556.00 *
642683	BUI JR, RICHARD	RENT SUBSIDY	465.00 *
642684	BUI, JIMMY QUOC	RENT SUBSIDY	3,822.00 *
642685	BUI, LAI	RENT SUBSIDY	1,032.00 *
642686	BUI, LAN HUYNH NGOC	RENT SUBSIDY	834.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
642687	BUI, MINH Q	RENT SUBSIDY	2,547.00	*
642688	BUI, PHAT	RENT SUBSIDY	1,603.00	*
642689	BUI, SON MINH	RENT SUBSIDY	1,134.00	*
642690	BUI, SON VAN	RENT SUBSIDY	1,529.00	*
642691	BUI, TINH TIEN	RENT SUBSIDY	626.00	*
642692	CALKINS, RONALD	RENT SUBSIDY	1,134.00	*
642693	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	1,309.00	*
642694	CHANTECLAIR APTS	RENT SUBSIDY	995.00	*
642695	CHAUK PAN CHIN	RENT SUBSIDY	1,416.00	*
642696	CHEN, DAVID	RENT SUBSIDY	836.00	*
642697	CHOI, JOON	RENT SUBSIDY	2,353.00	*
642698	CHU, MEI-LING	RENT SUBSIDY	1,116.00	*
642699	CLARY, KIM	RENT SUBSIDY	796.00	*
642700	CONCEPCION, RODRIGO	RENT SUBSIDY	927.00	*
642701	CONCORD MGMT LLC	RENT SUBSIDY	721.00	*
642702	COY, CHRISTINE OR FREEMAN, CYNTHIA	RENT SUBSIDY	1,113.00	*
642703	CRESTWOOD ON 7, LLC	RENT SUBSIDY	3,144.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642704	CROCKETT, JACK	RENT SUBSIDY	3,845.00 *
642705	DAI, HUONG NGOC	RENT SUBSIDY	723.00 *
642706	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	5,328.00 *
642707	DANG,STACY HOA TUOI	RENT SUBSIDY	1,597.00 *
642708	DAVIS, RICK	RENT SUBSIDY	1,477.00 *
642709	DIEP, HOI TUAN	RENT SUBSIDY	1,277.00 *
642710	DINH, HAI	RENT SUBSIDY	1,228.00 *
642711	DO, AI HANG NGUYEN	RENT SUBSIDY	1,664.00 *
642712	DO, DOMINIC HAU	RENT SUBSIDY	2,135.00 *
642713	DO, KIEN TRONG	RENT SUBSIDY	1,842.00 *
642714	DO, MINH TAM	RENT SUBSIDY	1,663.00 *
642715	DO, THUAN	RENT SUBSIDY	797.00 *
642716	DO, TIM	RENT SUBSIDY	2,381.00 *
642717	DOAN, DINH T	RENT SUBSIDY	1,414.00 *
642718	DOAN, HIEP THI	RENT SUBSIDY	4,308.00 *
642719	DOAN, HUY	RENT SUBSIDY	1,275.00 *
642720	DONNER, HELMUT	RENT SUBSIDY	2,128.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642721	DUONG, LAN	RENT SUBSIDY	1,308.00 *
642722	DUONG,CHI THI	RENT SUBSIDY	1,548.00 *
642723	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	2,064.00 *
642724	EL CAMINO LU, LLC	RENT SUBSIDY	1,205.00 *
642725	EL PUEBLO APTS	RENT SUBSIDY	271.00 *
642726	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,061.00 *
642727	EMERALD GARDENS APT	RENT SUBSIDY	1,253.00 *
642728	ERILEX FAMILY L.P.	RENT SUBSIDY	1,105.00 *
642729	EUCLID PARK APTS	RENT SUBSIDY	1,304.00 *
642730	FAIRWAY MANOR, LP	RENT SUBSIDY	568.00 *
642731	FIELDS, FLOYD H	RENT SUBSIDY	1,385.00 *
642732	FULLWOOD,DALE A	RENT SUBSIDY	809.00 *
642733	GARCIA, ALBINO	RENT SUBSIDY	2,384.00 *
642734	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	HAP-ESCROW	9,359.00 *
642735	GEORGIAN APTS	RENT SUBSIDY	987.00 *
642736	GIA VU, INC	RENT SUBSIDY	1,424.00 *
642737	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	1,618.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642739	GROVE PARK LLC	RENT SUBSIDY	3,810.00 *
642740	HA OF THE COUNTY OF SAN DIEGO	PORTABILITY ADMIN	69.70 *
642740	HA OF THE COUNTY OF SAN DIEGO	RENT SUBSIDY	704.00 *
642741	HA, MANH MINH	RENT SUBSIDY	937.00 *
642742	HA, TRAN D	RENT SUBSIDY	2,523.00 *
642743	HAN, LINDA	RENT SUBSIDY	1,757.00 *
642744	HANSEN, RICHARD D	RENT SUBSIDY	1,250.00 *
642745	HARA, KULJIT	RENT SUBSIDY	874.00 *
642746	HARA, STEVE	RENT SUBSIDY	3,346.00 *
642747	HAUPT PROPERTIES LLC	RENT SUBSIDY	741.00 *
642748	HERITAGE VILLAGE	RENT SUBSIDY	1,050.00 *
642749	HIROMOTO, JANE	RENT SUBSIDY	1,514.00 *
642750	HO, THOMAS P	RENT SUBSIDY	1,015.00 *
642751	HOANG, JAMES	RENT SUBSIDY	4,531.00 *
642752	HOANG, LIEN	RENT SUBSIDY	1,915.00 *
642753	HOFFMAN, NICK	RENT SUBSIDY	749.00 *
642754	HUYNH, NATALIE N	RENT SUBSIDY	2,056.00 *
642755	HUYNH, NGHIA TRUNG	RENT SUBSIDY	1,649.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642756	HUYNH, TRANG	RENT SUBSIDY	2,994.00 *
642757	JEANNE JURADO TRUSTEE	RENT SUBSIDY	1,022.00 *
642758	JOHNSON, GARY RICHARD	RENT SUBSIDY	1,220.00 *
642759	JOHNSON, LINDA	RENT SUBSIDY	2,243.00 *
642760	JOMARC PROPERTIES LTD		7,298.00 *
642761	JOSEPH & KIM CORP.	RENT SUBSIDY	957.00 *
642762	KDF HERMOSA LP	RENT SUBSIDY	3,851.00 *
642763	KDF MALABAR LP	RENT SUBSIDY	31,590.00 *
642764	KDF SEA WIND LP	RENT SUBSIDY	1,049.00 *
642765	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	3,047.00 *
642766	KINGMAN GARDENS CORPORATION	RENT SUBSIDY	1,258.00 *
642767	KLEIN, MARTIN	RENT SUBSIDY	750.00 *
642768	KOLSY, M I	RENT SUBSIDY	1,454.00 *
642769	KOTLYAR, ALISA	RENT SUBSIDY	1,057.00 *
642770	KUNZMAN, WILLIAM	RENT SUBSIDY	1,272.00 *
642771	LA PALMA APTS L.P.	RENT SUBSIDY	989.00 *
642772	LAI, KINH	RENT SUBSIDY	1,079.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642773	LAM, CAM THI T	RENT SUBSIDY	574.00 *
642774	LAM, HUNG	RENT SUBSIDY	1,872.00 *
642775	LAZENBY, JOHN	RENT SUBSIDY	2,003.00 *
642776	LE FAMILY TRUST	RENT SUBSIDY	2,132.00 *
642777	LE, BILL B.Q.	RENT SUBSIDY	1,089.00 *
642778	LE, DON	RENT SUBSIDY	573.00 *
642779	LE, DONALD	RENT SUBSIDY	947.00 *
642780	LE, HUY	RENT SUBSIDY	2,213.00 *
642781	LE, NGHIA V	RENT SUBSIDY	1,203.00 *
642782	LE, NGOC-MAI T	RENT SUBSIDY	784.00 *
642783	LE, TRACEY	RENT SUBSIDY	1,081.00 *
642784	LE, VIET Q.	RENT SUBSIDY	1,086.00 *
642785	LE, YENNHI	RENT SUBSIDY	1,899.00 *
642786	LE,BAO GIA	RENT SUBSIDY	2,146.00 *
642787	LE,KIM Q	RENT SUBSIDY	1,140.00 *
642788	LE-MUNZER, HOABINH	RENT SUBSIDY	838.00 *
642789	LEMON GROVE LP	RENT SUBSIDY	1,239.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
642790	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	1,219.00	*
642791	LY, THANH	RENT SUBSIDY	1,788.00	*
642792	MACDONALD, WILLIAM T	RENT SUBSIDY	2,046.00	*
642793	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,097.00	*
642794	MAGNOLIA PLAZA	RENT SUBSIDY	1,090.00	*
642795	MAH, LARRY	RENT SUBSIDY	702.00	*
642796	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,134.00	*
642797	MAMMEN, TERRY	RENT SUBSIDY	4,328.00	*
642798	MANNIL, SUPUNNEE	RENT SUBSIDY	992.00	*
642799	MARQUIS APTS, LLC	RENT SUBSIDY	1,829.00	*
642800	MCCOWN, A R	RENT SUBSIDY	1,648.00	*
642801	MIDWAY INTEREST LP	RENT SUBSIDY	2,009.00	*
642802	MIYAMOTO, JEAN	RENT SUBSIDY	376.00	*
642803	MONARK, LP	RENT SUBSIDY	1,283.00	*
642804	NAGHIBI, ALI	RENT SUBSIDY	1,477.00	*
642805	NEWPORT SR. VILLAGE Atten: OFFICE	RENT SUBSIDY	902.00	*
642806	NGO, ANDREW	RENT SUBSIDY	1,299.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642807	NGO, DAVID	RENT SUBSIDY	2,736.00 *
642808	NGO, KIM	RENT SUBSIDY	882.00 *
642809	NGO, MARY	RENT SUBSIDY	4,604.00 *
642810	NGO, HOA KIM	RENT SUBSIDY	1,467.00 *
642811	NGUYEN, ANDREA	RENT SUBSIDY	962.00 *
642812	NGUYEN, ANTHONY	RENT SUBSIDY	1,126.00 *
642813	NGUYEN, BACH THI	RENT SUBSIDY	1,070.00 *
642814	NGUYEN, BICHLE T	RENT SUBSIDY	4,053.00 *
642815	NGUYEN, BRYAN	RENT SUBSIDY	2,032.00 *
642816	NGUYEN, CHARLIE	RENT SUBSIDY	1,360.00 *
642817	NGUYEN, CHRISTINE	RENT SUBSIDY	1,799.00 *
642818	NGUYEN, D DUY MD	RENT SUBSIDY	950.00 *
642819	NGUYEN, DAN	RENT SUBSIDY	1,018.00 *
642820	NGUYEN, FRANK M	RENT SUBSIDY	1,642.00 *
642821	NGUYEN, HANG	RENT SUBSIDY	1,717.00 *
642822	NGUYEN, HOA THI	RENT SUBSIDY	602.00 *
642823	NGUYEN, HOC VAN	RENT SUBSIDY	1,585.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642824	NGUYEN, HUNG	RENT SUBSIDY	968.00 *
642825	NGUYEN, JULIE MAI	RENT SUBSIDY	1,630.00 *
642826	NGUYEN, KHANH DANG	RENT SUBSIDY	802.00 *
642827	NGUYEN, LE THUY	RENT SUBSIDY	1,242.00 *
642828	NGUYEN, LINDA MAI	RENT SUBSIDY	787.00 *
642829	NGUYEN, LOAN THANH	RENT SUBSIDY	1,034.00 *
642830	NGUYEN, MAI	RENT SUBSIDY	1,412.00 *
642831	NGUYEN, NICOLE U	RENT SUBSIDY	1,429.00 *
642832	NGUYEN, QUANG M	RENT SUBSIDY	1,077.00 *
642833	NGUYEN, STEVE T	RENT SUBSIDY	2,860.00 *
642834	NGUYEN, STEVEN	RENT SUBSIDY	948.00 *
642835	NGUYEN, TAM N	RENT SUBSIDY	826.00 *
642836	NGUYEN, THANH VAN	RENT SUBSIDY	2,817.00 *
642837	NGUYEN, THIEN THI	RENT SUBSIDY	1,326.00 *
642838	NGUYEN, THU-ANH	RENT SUBSIDY	1,537.00 *
642839	NGUYEN, THUYHUONG THI	RENT SUBSIDY	972.00 *
642840	NGUYEN, TIEN THE	RENT SUBSIDY	771.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642841	NGUYEN, TRANG	RENT SUBSIDY	2,001.00 *
642842	NGUYEN, TUYET MAI	RENT SUBSIDY	1,148.00 *
642843	NGUYEN, VINH K	RENT SUBSIDY	1,276.00 *
642844	NGUYEN,CUONG CHI	RENT SUBSIDY	4,709.00 *
642845	NGUYEN,HUNG C.	RENT SUBSIDY	1,269.00 *
642846	NGUYEN,NICOLE UYEN	RENT SUBSIDY	641.00 *
642847	NGUYEN,PAULINE KIMPHUNG	RENT SUBSIDY	1,063.00 *
642848	NGUYEN,SHERRY LIEU	RENT SUBSIDY	1,749.00 *
642849	NGUYEN,TON SANH	RENT SUBSIDY	52.00 *
642850	NGUYEN,TRACY	RENT SUBSIDY	1,464.00 *
642851	NGUYEN-TU,THUY-TIEN	RENT SUBSIDY	2,096.00 *
642852	NNT PROPERTIES LLC	RENT SUBSIDY	2,526.00 *
642853	NORTHWOOD PLACE	RENT SUBSIDY	3,257.00 *
642854	PALM GARDEN APARTMENTS ATTN: OFFICE	RENT SUBSIDY	976.00 *
642855	PALMA VISTA APTS, LLC	RENT SUBSIDY	1,185.00 *
642856	PARCIES INVESTMENT	RENT SUBSIDY	1,448.00 *
642857	PARK, JIN	RENT SUBSIDY	1,298.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642858	PARK, CHONG PIL	RENT SUBSIDY	1,086.00 *
642859	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,141.00 *
642860	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	2,675.00 *
642861	PHAM, ANH THI	RENT SUBSIDY	1,048.00 *
642862	PHAM, DAVID DUNG	RENT SUBSIDY	1,225.00 *
642863	PHAM, QUYEN	RENT SUBSIDY	799.00 *
642864	PHAM, TUNG	RENT SUBSIDY	1,196.00 *
642865	PHAM, VANTHI	RENT SUBSIDY	1,230.00 *
642866	PHAM, LOAN ANH THI	RENT SUBSIDY	1,252.00 *
642867	PHAN, VAN KHANH	RENT SUBSIDY	1,072.00 *
642868	PHAN, VIVIAN	RENT SUBSIDY	983.00 *
642869	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	2,255.00 *
642870	PLAZA WOODS, LLC	RENT SUBSIDY	2,318.00 *
642871	PNB GREEN EXPANSION MGMT, LLC	RENT SUBSIDY	1,137.00 *
642872	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RENT SUBSIDY	1,333.00 *
642873	QUINN, GARY L	RENT SUBSIDY	769.00 *
642874	RANCHO ALISAL	RENT SUBSIDY	1,439.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642875	RATANJEE, D M	RENT SUBSIDY	843.00 *
642876	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	1,197.00 *
642877	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,110.00 *
642878	S.E. AMSTER	RENT SUBSIDY	1,059.00 *
642879	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,598.00 *
642880	SAN MARCO APTS	RENT SUBSIDY	1,156.00 *
642881	SAN MARINO VILLAS APTS	RENT SUBSIDY	940.00 *
642882	SCHWERMAN, CELESTE	RENT SUBSIDY	1,389.00 *
642883	SILO NORTHEAST, LLC	RENT SUBSIDY	1,866.00 *
642884	STANTON GROUP THREE, LLC	RENT SUBSIDY	3,182.00 *
642887	TA, CATHY	RENT SUBSIDY	1,466.00 *
642888	TERESINA APARTMENTS	RENT SUBSIDY	1,089.00 *
642889	THE KNOLLS	RENT SUBSIDY	370.00 *
642890	THE OVERLOOK	RENT SUBSIDY	1,000.00 *
642891	THOMSON EQUITIES	RENT SUBSIDY	947.00 *
642892	THOMSON EQUITIES	RENT SUBSIDY	2,854.00 *
642893	TON, VINH THAT	RENT SUBSIDY	1,701.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642894	TRAN, EDWARD T	RENT SUBSIDY	924.00 *
642895	TRAN, HANG	RENT SUBSIDY	1,210.00 *
642896	TRAN, JOSEPH QUANG	RENT SUBSIDY	748.00 *
642897	TRAN, LUCIA THUY	RENT SUBSIDY	890.00 *
642898	TRAN, THERESA T	RENT SUBSIDY	732.00 *
642899	TRAN, TIEN	RENT SUBSIDY	661.00 *
642900	TRAN, VAN	RENT SUBSIDY	777.00 *
642901	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	971.00 *
642902	TRAVIS, BILLY V	RENT SUBSIDY	1,587.00 *
642903	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	617.00 *
642904	TRINH, THANH-MAI	RENT SUBSIDY	1,729.00 *
642905	TRINH, TRANG N	RENT SUBSIDY	892.00 *
642906	TRUONG, BAY LE	RENT SUBSIDY	1,136.00 *
642907	TRUONG, THUAN BICH	RENT SUBSIDY	1,000.00 *
642908	TRUONG, THUAN BICH	RENT SUBSIDY	3,027.00 *
642909	TRUONG, SON BICH	RENT SUBSIDY	1,589.00 *
642912	TURI, ANGELO S	RENT SUBSIDY	2,302.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
642913	VILLA BARCELONA APTS	RENT SUBSIDY	2,022.00	*
642914	VILLA CAPRI ESTATES	RENT SUBSIDY	711.00	*
642915	VINH,THUA	RENT SUBSIDY	234.00	*
642916	VINTAGE FLAGSHIP, LLC	RENT SUBSIDY	1,280.00	*
642917	VISTA DEL SOL APTS	RENT SUBSIDY	1,076.00	*
642918	VO, KHANH MAI	RENT SUBSIDY	3,889.00	*
642919	VO, KIMCHI	RENT SUBSIDY	1,558.00	*
642920	VO, NAM T	RENT SUBSIDY	579.00	*
642921	VO, TIN TRUNG	RENT SUBSIDY	818.00	*
642922	VOLE, TINA NGA	RENT SUBSIDY	1,805.00	*
642923	VPM MANAGEMENT	RENT SUBSIDY	953.00	*
642924	VU, THAI	RENT SUBSIDY	1,407.00	*
642925	VU,DANNY	RENT SUBSIDY	657.00	*
642926	WALDEN APTS	RENT SUBSIDY	4,055.00	*
642927	WEST, NEIL E	RENT SUBSIDY	1,036.00	*
642928	WINDSOR-DAWSON LP	RENT SUBSIDY	4,956.00	*
642929	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,592.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642930	WOODBURY SQUARE	RENT SUBSIDY	1,291.00 *
642931	YIANG, VINCE	RENT SUBSIDY	1,140.00 *
642932	ZHAO, GEORGE	RENT SUBSIDY	971.00 *
W642669	13251 NEWLAND LLC	RENT SUBSIDY	6,725.00 *
W642669	12911 GALWAY ST, LLC	RENT SUBSIDY	2,451.00 *
W642670	19822 BROOKHURST, LLC	RENT SUBSIDY	2,307.00 *
W642670	19TH STREET AFFORDABLE LP	RENT SUBSIDY	901.00 *
W642672	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	4,266.00 *
W642672	ABCO CROWN VILLA, LTD	RENT SUBSIDY	1,606.00 *
W642672	ACACIAN APTS	RENT SUBSIDY	30,483.00 *
W642672	ACT EQUITIES, LLC	RENT SUBSIDY	2,167.00 *
W642672	ACACIA VILLAGE	RENT SUBSIDY	17,069.00 *
W642672	8080 BEVER PLACE-NEGBA LLC	RENT SUBSIDY	1,250.00 *
W642673	ADRIATIC APTS	RENT SUBSIDY	889.00 *
W642675	ALFRED P VU & JULIE NGA HO, LLC	RENT SUBSIDY	3,180.00 *
642675	ALIBULLA, REHANA	RENT SUBSIDY	1,936.00 *
642675	AEGEAN APARTMENTS	RENT SUBSIDY	4,968.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642676	ALLARD APARTMENT, LLC	RENT SUBSIDY	3,210.00 *
W642676	ALLEN, LYNN KATHLEEN	RENT SUBSIDY	754.00 *
W642677	ALTAMIRANO,CHIN MEI CHU	RENT SUBSIDY	1,180.00 *
W642677	ALTEZA,INC	RENT SUBSIDY	2,422.00 *
W642677	AMERICAN FAMILY HOUSING	RENT SUBSIDY	1,951.00 *
W642679	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	5,844.00 *
W642679	AOU, CHUNG NAN	RENT SUBSIDY	1,238.00 *
W642679	ARBOR VILLAS, LLC	RENT SUBSIDY	1,350.00 *
W642679	ARJON, TIMOTEO	RENT SUBSIDY	2,094.00 *
W642679	ATTIA, EIDA A	RENT SUBSIDY	1,533.00 *
W642679	AUDUONG, PAUL	RENT SUBSIDY	1,016.00 *
W642679	AUGUSTA GROUP INVESTMENTS INC	RENT SUBSIDY	1,266.00 *
W642679	ARROYO DEVELOPMENT PARTNERS,LL	RENT SUBSIDY	1,105.00 *
W642680	BACH & JASON NGUYEN INVESTMENT LLC	RENT SUBSIDY	1,143.00 *
W642680	BACH, PHAN	RENT SUBSIDY	909.00 *
W642680	AYNEM INVESTMENTS, LP	RENT SUBSIDY	14,866.00 *
W642681	BANH, HA	RENT SUBSIDY	1,212.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642681	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	6,407.00 *
W642681	BEHRENS PROPERTIES, LLC	RENT SUBSIDY	897.00 *
W642681	BELAGE PRESERVATION, LP	RENT SUBSIDY	688.00 *
W642681	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	1,621.00 *
W642681	BHALANI, ANIL	RENT SUBSIDY	956.00 *
W642681	BHATT, N C	RENT SUBSIDY	2,601.00 *
W642681	BOTHWICK, KELLY	RENT SUBSIDY	1,016.00 *
W642681	BOUTROS, ADEL A	RENT SUBSIDY	1,921.00 *
W642681	BOWEN PROPERTY, LLC	RENT SUBSIDY	1,144.00 *
W642681	BOZARJIAN, MAI	RENT SUBSIDY	24,860.00 *
W642681	BRACHA, SHAY	RENT SUBSIDY	1,526.00 *
W642681	BRE PARAGON MF INVESTMENT LP	RENT SUBSIDY	4,287.00 *
W642681	BRIAR CREST / ROSE CREST	RENT SUBSIDY	3,098.00 *
W642681	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,766.00 *
W642681	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	993.00 *
W642681	BEACH CREEK APARTMENTS	RENT SUBSIDY	1,230.00 *
W642681	BERTINA PANG LOH CHANG	RENT SUBSIDY	903.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642681	BAKER RANCH AFFORDABLE LP	RENT SUBSIDY	1,489.00 *
W642683	BUI, BACH	RENT SUBSIDY	944.00 *
W642683	BUI, DUNG	RENT SUBSIDY	1,799.00 *
W642683	BUI, HOA T.	RENT SUBSIDY	1,114.00 *
W642684	BUI, KIMBERLY	RENT SUBSIDY	2,217.00 *
W642687	BUI, MONICA	RENT SUBSIDY	2,826.00 *
W642687	BUI, NGA HUYNH	RENT SUBSIDY	899.00 *
W642690	BUI, TAM THI	RENT SUBSIDY	1,330.00 *
W642690	BUI, THUAN	RENT SUBSIDY	1,576.00 *
W642691	BUI, TRIET THO-MINH	RENT SUBSIDY	1,639.00 *
W642691	C.S.T. CAPITAL LLC	RENT SUBSIDY	1,492.00 *
W642691	CAI-NGUYEN,THU T	RENT SUBSIDY	1,293.00 *
W642691	CALA GRASIO APTS	RENT SUBSIDY	3,713.00 *
W642691	BURLEY, DAVID M	RENT SUBSIDY	1,147.00 *
W642692	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	940.00 *
W642692	CANNON,WARREN	RENT SUBSIDY	1,087.00 *
W642692	CAO, MYTRANG	RENT SUBSIDY	634.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642692	CAO, PHUOC GIA	RENT SUBSIDY	890.00 *
W642692	CAO, XUAN	RENT SUBSIDY	967.00 *
W642692	CASCADE TERRACE APARTMENTS	RENT SUBSIDY	3,108.00 *
W642692	CDN INVESTMENTS, INC	RENT SUBSIDY	2,097.00 *
W642692	CASA MADRID	RENT SUBSIDY	5,127.00 *
W642693	CHAN, KOU LEAN	RENT SUBSIDY	966.00 *
W642693	CHAN, TIFFANNIE L.	RENT SUBSIDY	553.00 *
W642693	CHAN,MIN OR TRAN,CHIEN	RENT SUBSIDY	2,196.00 *
W642693	CHANG, EVELYN	RENT SUBSIDY	2,366.00 *
W642693	CHANG, SHERRI	RENT SUBSIDY	2,301.00 *
W642693	CHANG, WARREN	RENT SUBSIDY	942.00 *
W642694	CHATHAM VILLAGE APTS	RENT SUBSIDY	4,334.00 *
W642694	CHAU, ALICE	RENT SUBSIDY	2,087.00 *
W642694	CHARLESTON GARDENS, LLC	RENT SUBSIDY	1,154.00 *
W642695	CHELSEA COURT APTS	RENT SUBSIDY	1,160.00 *
W642695	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,623.00 *
W642695	CHEN, SHIAO-YUNG	RENT SUBSIDY	4,901.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642695	CHEN, T C	RENT SUBSIDY	29,523.00 *
W642696	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,226.00 *
W642696	CHEUNG, STEPHEN	RENT SUBSIDY	2,698.00 *
W642696	CHEY, PAUL M	RENT SUBSIDY	1,918.00 *
W642696	CHIANG, LI-YONG	RENT SUBSIDY	1,462.00 *
W642697	CHONG, DON J G	RENT SUBSIDY	4,699.00 *
W642698	CHUN, JOHN	RENT SUBSIDY	954.00 *
W642698	CINCO TRAN, LLC	RENT SUBSIDY	1,297.00 *
W642698	CHUNG, KYU B	RENT SUBSIDY	4,066.00 *
W642699	CLIFTON, KATHLEEN P	RENT SUBSIDY	1,042.00 *
W642699	COAST TO COAST INVESTMENT GROUP, LLC	RENT SUBSIDY	1,140.00 *
W642699	COLACION, KATHY D	RENT SUBSIDY	740.00 *
W642699	COMMUNITY GARDENS PARTNERS LP	RENT SUBSIDY	1,930.00 *
W642699	CONCEPCION, NORMA S	RENT SUBSIDY	1,135.00 *
W642699	CO, PONCH	RENT SUBSIDY	897.00 *
W642701	CONNOR PINES LLC	RENT SUBSIDY	10,714.00 *
W642701	CONTINENTAL GARDENS APTS	RENT SUBSIDY	12,987.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642701	COURTYARD VILLAS	RENT SUBSIDY	9,303.00 *
W642701	CORNER CAPITAL INVESTMENTS	RENT SUBSIDY	738.00 *
W642704	CRUZAT, KERILYN	RENT SUBSIDY	931.00 *
W642704	CUNG, KHANH	RENT SUBSIDY	2,674.00 *
W642704	CUNG, KHIEM	RENT SUBSIDY	2,340.00 *
W642704	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	3,074.00 *
W642704	CURTIS FAMILY TRUST	RENT SUBSIDY	1,574.00 *
W642706	DAM, BINH DINH	RENT SUBSIDY	1,188.00 *
W642706	DANG, ANNIE	RENT SUBSIDY	459.00 *
W642706	DANG, CHINH VAN	RENT SUBSIDY	1,035.00 *
W642706	DANG, MIKE M	RENT SUBSIDY	1,575.00 *
W642706	DANG,DAVID	RENT SUBSIDY	937.00 *
W642707	DANG,THANH-THUY THI	RENT SUBSIDY	900.00 *
W642707	DAO, JOSEPH N	RENT SUBSIDY	1,046.00 *
W642707	DAO, MINH	RENT SUBSIDY	864.00 *
W642707	DAO, NELSON NGUYEN	RENT SUBSIDY	2,920.00 *
W642707	DAO, TRU	RENT SUBSIDY	3,529.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642707	DAO, TU VAN	RENT SUBSIDY	2,005.00 *
W642707	DAO,NGOC-THUY	RENT SUBSIDY	1,077.00 *
W642707	DAO-PHAM, LOC THI OR PHAM,LUONG-NGUYEN	RENT SUBSIDY	2,093.00 *
W642708	DAVIS, SON OR MICHELLE	RENT SUBSIDY	805.00 *
W642708	DE ANZA PLAZA APTS II	RENT SUBSIDY	2,075.00 *
W642708	DE MIRANDA MANAGEMENT	RENT SUBSIDY	1,035.00 *
W642708	DEWYER, CLARA J.	RENT SUBSIDY	1,061.00 *
W642708	DIAZ, FRANK T	RENT SUBSIDY	1,260.00 *
W642708	DDA LLC	RENT SUBSIDY	1,218.00 *
W642708	DEERING II FAMILY L.P.	RENT SUBSIDY	983.00 *
W642709	DINH, CHINH	RENT SUBSIDY	1,400.00 *
W642710	DINH, HANH	RENT SUBSIDY	1,593.00 *
W642710	DINH, JOSEPH	RENT SUBSIDY	1,340.00 *
W642710	DINH, KATHLEEN	RENT SUBSIDY	955.00 *
W642710	DINH, KATHY	RENT SUBSIDY	1,261.00 *
W642710	DINH, KIM	RENT SUBSIDY	956.00 *
W642710	DINH, LAN THAI	RENT SUBSIDY	2,911.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642710	DINH, LONG T	RENT SUBSIDY	897.00 *
W642710	DINH, NHU Y	RENT SUBSIDY	1,018.00 *
W642710	DINH, THU V.	RENT SUBSIDY	1,194.00 *
W642710	DINH, TUAN	RENT SUBSIDY	2,148.00 *
W642710	DINH, Y NHA	RENT SUBSIDY	3,139.00 *
W642710	DINH,THANH	RENT SUBSIDY	1,619.00 *
W642710	DNK PROPERTY LLC	RENT SUBSIDY	15,225.00 *
W642711	DO, BRANDON BINH	RENT SUBSIDY	1,900.00 *
W642712	DO, JONATHAN	RENT SUBSIDY	1,400.00 *
W642712	DO, KENNETH	RENT SUBSIDY	1,865.00 *
W642713	DO, MINH C.	RENT SUBSIDY	2,614.00 *
W642714	DO, MY-PHUONG	RENT SUBSIDY	1,180.00 *
W642714	DO, NANCY	RENT SUBSIDY	891.00 *
W642715	DO, THUY THI	RENT SUBSIDY	770.00 *
W642716	DO, TINA	RENT SUBSIDY	3,415.00 *
W642716	DO, XUYEN THI	RENT SUBSIDY	948.00 *
W642717	DOAN, HARRY	RENT SUBSIDY	620.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642718	DOAN, HOAI T	RENT SUBSIDY	1,197.00 *
W642718	DOAN, HUY	RENT SUBSIDY	1,662.00 *
W642719	DOAN, KYLAM	RENT SUBSIDY	1,408.00 *
W642719	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,467.00 *
W642719	DOAN, PHUONGNGA THI	RENT SUBSIDY	1,609.00 .
W642719	DOAN, THANH QUE	RENT SUBSIDY	1,527.00 *
W642719	DOHANH, WILLIAM D	RENT SUBSIDY	1,687.00 *
W642719	DOIDGE, JERRY	RENT SUBSIDY	918.00 *
W642719	DOLCE VITA INVESTMENTS, LLC	RENT SUBSIDY	5,313.00 *
W642719	DONALDSON, THOMAS M	RENT SUBSIDY	655.00 *
W642719	DONG, MINH TRANG	RENT SUBSIDY	765.00 *
W642720	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	901.00 *
W642720	DOWD III, WILLIAM A.	RENT SUBSIDY	868.00 *
W642720	DSN INVESTMENT GROUP,LLC	RENT SUBSIDY	5,855.00 *
W642720	DTP INVESTMENTS, LLC	RENT SUBSIDY	2,320.00 *
W642720	DU, CHRISTINE H.	RENT SUBSIDY	1,251.00 *
W642720	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	1,220.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642720	DUNNETT, DAVID F	RENT SUBSIDY	1,134.00	*
W642720	DUONG, HONG MANH	RENT SUBSIDY	888.00	*
W642720	DUNN, DAVID C	RENT SUBSIDY	2,348.00	*
W642720	DUCATO GARDENS, LLC	RENT SUBSIDY	748.00	*
W642721	DUONG, LOM	RENT SUBSIDY	1,459.00	*
W642721	DUONG, MINH B	RENT SUBSIDY	3,701.00	*
W642721	DUONG, THAI VAN	RENT SUBSIDY	1,102.00	*
W642722	DUONG,HUNG Q	RENT SUBSIDY	1,133.00	*
W642722	DYO, GLADYS	RENT SUBSIDY	480.00	*
W642723	EHLE, GERALD	RENT SUBSIDY	1,857.00	*
W642723	EDLUND, DANIEL T	RENT SUBSIDY	1,338.00	*
W642725	EL RAY PARTNERS, LLC	RENT SUBSIDY	7,688.00	*
W642726	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,106.00	*
W642726	EMERALD FIELD, LLC	RENT SUBSIDY	7,060.00	*
W642726	ELIAS CAPITAL GROUP, LLC	RENT SUBSIDY	2,017.00	*
W642727	ENGEL, TERRY C	RENT SUBSIDY	136.00	*
W642729	EVERGREEN ESTATE EXPANSION LLC	RENT SUBSIDY	6,450.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642729	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	708.00 *
W642729	FAIRVIEW MGMT COMPANY	RENT SUBSIDY	3,453.00 *
W642730	FAN, BOONE	RENT SUBSIDY	2,024.00 *
W642730	FBC APARTMENTS	RENT SUBSIDY	780.00 *
W642731	FINCH, WENDY	RENT SUBSIDY	968.00 *
W642731	FIVE POINTS SENIOR APTS	RENT SUBSIDY	2,057.00 *
W642731	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	2,259.00 *
W642731	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	965.00 *
W642731	FRECHTMAN, WILLIAM	RENT SUBSIDY	1,112.00 *
W642731	FREEDOMPATH PROPERTIES, LLC	RENT SUBSIDY	1,419.00 *
W642731	FU CRAIG FA, LLC	RENT SUBSIDY	3,632.00 *
W642731	FREMONT 2225	RENT SUBSIDY	1,353.00 *
W642731	FRANCISCAN GARDENS APTS-	RENT SUBSIDY	14,629.00 *
W642732	GANZ, KARL	RENT SUBSIDY	906.00 *
W642733	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,092.00 *
W642733	GARDEN BAY APARTMENTS, LLC	RENT SUBSIDY	877.00 *
W642734	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	4,675.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642734	GARDEN TERRACE ESTATES	RENT SUBSIDY	884.00 *
W642734	GARZA, CAROL	RENT SUBSIDY	770.00 *
W642735	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,359.00 *
W642736	GIACALONE, BRIGITTE	RENT SUBSIDY	868.00 *
W642736	GIGI APARTMENTS	RENT SUBSIDY	1,876.00 *
W642736	GLENHAVEN MOBILODGE	RENT SUBSIDY	307.00 *
W642736	GOMEZ, HENRY S.	RENT SUBSIDY	1,455.00 *
W642736	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	1,231.00 *
W642736	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	383.00 *
W642737	GREENFIELDSIDE, LLC	RENT SUBSIDY	2,175.00 *
W642737	GREEN, WILLIAM	RENT SUBSIDY	1,184.00 *
W642738	GROVE PARK L.P.	RENT SUBSIDY	54,221.00 *
W642739	GULMESOFF, JIM	RENT SUBSIDY	4,836.00 *
W642739	GUSTIN, TIMOTHY M	RENT SUBSIDY	699.00 *
W642739	GUYUMJYAN, GINA	RENT SUBSIDY	3,734.00 *
W642739	HA OF DEKALB COUNTY	PORTABILITY ADMIN	56.96 *
W642739	HA OF DEKALB COUNTY	RENT SUBSIDY	587.00 *
W642740	HA, DAC T	RENT SUBSIDY	1,146.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642740	HA, KHIEM Q	RENT SUBSIDY	955.00 *
W642742	HA, TRIET M.	RENT SUBSIDY	1,061.00 *
W642742	HAH, CHENG	RENT SUBSIDY	944.00 *
W642742	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,113.00 *
W642744	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,040.00 *
W642746	HAU, STEVEN	RENT SUBSIDY	1,857.00 *
W642746	HARBOR GROVE LUXURY APARTMENTS	RENT SUBSIDY	23,357.00 *
W642747	HERITAGE PARK	RENT SUBSIDY	3,177.00 *
W642748	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	1,047.00 *
W642748	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	1,237.00 *
W642749	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,317.00 *
W642749	HO, HENRY HOI	RENT SUBSIDY	1,830.00 *
W642749	HO, HETTY	RENT SUBSIDY	1,311.00 *
W642749	HO, HIEP or DAO, NGOC THUY	RENT SUBSIDY	4,468.00 *
W642749	HO, KEVIN TRIEU	RENT SUBSIDY	2,362.00 *
W642749	HO, LIEN KIM	RENT SUBSIDY	1,285.00 *
W642749	HO, PAULINE	RENT SUBSIDY	2,151.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642750	HO, TIM	RENT SUBSIDY	1,067.00 *
W642751	HOANG, LAN T	RENT SUBSIDY	1,381.00 *
W642752	HOANG, LONG	RENT SUBSIDY	1,029.00 *
W642752	HOANG, TRACY	RENT SUBSIDY	1,015.00 *
W642752	HOANG, TUAN	RENT SUBSIDY	1,113.00 *
W642752	HOANG, LANG	RENT SUBSIDY	948.00 *
W642752	HOANG, NHAN TIEN	RENT SUBSIDY	904.00 *
W642753	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	885.00 *
W642753	HOPPE, SALLY	RENT SUBSIDY	1,111.00 *
W642753	HOWELL, ARLENE J	RENT SUBSIDY	1,123.00 *
W642753	HSU, CHANG-HUA LIU	RENT SUBSIDY	1,068.00 *
W642753	HUA, LUC	RENT SUBSIDY	1,223.00 *
W642753	HUERTA, DANIEL	RENT SUBSIDY	1,190.00 *
W642753	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,225.00 *
W642753	HUSS, DON	RENT SUBSIDY	1,868.00 *
W642753	HUYNH, CHEN THI	RENT SUBSIDY	3,166.00 *
W642753	HUYNH, FELIX	RENT SUBSIDY	951.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642753	HUYNH, JENNIFER	RENT SUBSIDY	975.00 *
W642753	HUYNH, KELVIN	RENT SUBSIDY	1,115.00 *
W642753	HUYNH, LOAN	RENT SUBSIDY	1,394.00 *
W642753	HUYNH, MINH HUY	RENT SUBSIDY	1,394.00 *
W642753	HUYNH, MINH T MAI	RENT SUBSIDY	869.00 *
W642754	HUYNH, PHILIP	RENT SUBSIDY	552.00 *
W642754	HUYNH, RICHARD T	RENT SUBSIDY	1,951.00 *
W642754	HUYNH, SALLY B	RENT SUBSIDY	1,140.00 *
W642754	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	875.00 *
W642754	HUYNH,LONG BAO	RENT SUBSIDY	1,037.00 *
W642756	HWANG, C.M.	RENT SUBSIDY	1,053.00 *
W642756	IMPERIAL NORTH HOLDINGS, LLC	RENT SUBSIDY	677.00 *
W642756	IMPERIAL NORTHWEST HOLDINGS	RENT SUBSIDY	4,668.00 *
W642756	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	2,544.00 *
W642756	J & E ESTATES, LLC	RENT SUBSIDY	1,522.00 *
W642756	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	1,758.00 *
W642756	JANESKI, JERRY	RENT SUBSIDY	1,350.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642756	JANGIE, LLC	RENT SUBSIDY	1,113.00 *
W642757	JG & B CORPORATION	RENT SUBSIDY	7,577.00 *
W642757	JGKALLINS INVESTMENTS LP	RENT SUBSIDY	1,169.00 *
W642757	JENSEN SOMMERVILLE CONZELMAN CO. LP	RENT SUBSIDY	1,444.00 *
W642758	JOHNSON, NATHAN D.	RENT SUBSIDY	2,821.00 *
W642761	JTK & ASSOCIATES	RENT SUBSIDY	1,164.00 *
W642761	JTM BAYOU, LLC	RENT SUBSIDY	1,967.00 *
W642761	JU, LIN J	RENT SUBSIDY	2,121.00 *
W642761	JU, FRED	RENT SUBSIDY	950.00 *
W642761	KAID MALINDA INVESTMENT INC	RENT SUBSIDY	983.00 *
W642761	KAMAT, JAIDEEP	RENT SUBSIDY	2,369.00 *
W642761	KASHI TRUST	RENT SUBSIDY	11,392.00 *
W642761	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	607.00 *
W642761	KAY VEE, LLC	RENT SUBSIDY	1,019.00 *
W642761	KCM INVESTMENTS LLC	RENT SUBSIDY	1,857.00 *
W642761	JUNG SUN NOH	RENT SUBSIDY	9,632.00 *
W642764	KEH, LU-YONG	RENT SUBSIDY	3,829.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642765	KELLEY, ROBERT	RENT SUBSIDY	3,802.00 *
W642765	KENSINGTON GARDENS	RENT SUBSIDY	1,593.00 *
W642765	KHA, DAN VAN	RENT SUBSIDY	2,174.00 *
W642765	KHA, LINDA OR LY, TIEN	RENT SUBSIDY	1,096.00 *
W642765	KHA, CAM MY	RENT SUBSIDY	1,386.00 *
W642765	KHEANG, SETH S	RENT SUBSIDY	1,065.00 *
W642765	KHONG, LILY	RENT SUBSIDY	1,281.00 *
W642765	KHUU, HENRY THAI	RENT SUBSIDY	1,077.00 *
W642765	KIM, MELVIN LEE	RENT SUBSIDY	944.00 *
W642765	KIM, SON H	RENT SUBSIDY	3,164.00 *
W642765	KING COUNTY HOUSING AUTHORITY	PORTABILITY ADMIN	131.79 *
W642765	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	2,385.00 *
W642765	KING, BERNARD	RENT SUBSIDY	1,091.00 *
W642765	KIM, DAVID S	RENT SUBSIDY	796.00 *
W642765	KING INVESTMENT GROUP, INC	RENT SUBSIDY	5,449.00 *
W642765	KIM, JONG WAN	RENT SUBSIDY	1,664.00 *
W642765	KIM, HARRY H	RENT SUBSIDY	1,140.00 *
W642766	KITSELMAN, KENT M	RENT SUBSIDY	1,136.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642767	KNK PROPERTIES	RENT SUBSIDY	6,597.00	*
W642767	KLUNK,MARILYN	RENT SUBSIDY	3,503.00	*
W642769	KPKK, LLC	RENT SUBSIDY	889.00	*
W642770	KUO, EDWARD	RENT SUBSIDY	2,734.00	*
W642770	KURZ, JOAQUIN	RENT SUBSIDY	3,089.00	*
W642771	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	954.00	*
W642771	LAGUNA HILLS TRAVELODGE LLC	RENT SUBSIDY	28,130.00	*
W642772	LAKESIDE ASSOCIATION	RENT SUBSIDY	2,934.00	*
W642772	LALLY, JULIE	RENT SUBSIDY	1,459.00	*
W642772	LALLY, STEVE	RENT SUBSIDY	1,200.00	*
W642772	LAM, ANDRE	RENT SUBSIDY	2,042.00	*
W642773	LAM, CHAU	RENT SUBSIDY	4,320.00	*
W642773	LAM, HAI	RENT SUBSIDY	3,546.00	*
W642773	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,065.00	*
W642774	LAM, QUOC D	RENT SUBSIDY	2,265.00	*
W642774	LAM, THONG KIM	RENT SUBSIDY	1,911.00	*
W642774	LAM, TONY	RENT SUBSIDY	505.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642774	LAM, DUY M	RENT SUBSIDY	1,249.00 *
W642774	LAM, MAI	RENT SUBSIDY	953.00 *
W642774	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	11,577.00 *
W642774	LAMY OANH LLC	RENT SUBSIDY	5,379.00 *
W642774	LANDA, SALVADOR	RENT SUBSIDY	922.00 *
W642774	LARDERUCCIO, SAL	RENT SUBSIDY	1,221.00 *
W642774	LAU, STEPHEN	RENT SUBSIDY	3,088.00 *
W642776	LE MORNINGSIDE, LLC	RENT SUBSIDY	2,338.00 *
W642777	LE, CHRIS	RENT SUBSIDY	1,657.00 *
W642777	LE, DANIEL	RENT SUBSIDY	1,152.00 *
W642779	LE, HIEN QUANG	RENT SUBSIDY	1,468.00 *
W642779	LE, HIEP THI	RENT SUBSIDY	1,785.00 *
W642779	LE, HONG PHUC THI	RENT SUBSIDY	1,164.00 *
W642779	LE, HUNG	RENT SUBSIDY	641.00 *
W642780	LE, JIMMY T	RENT SUBSIDY	1,900.00 *
W642780	LE, JOHN	RENT SUBSIDY	1,863.00 *
W642780	LE, JOHN TOAN	RENT SUBSIDY	2,490.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642780	LE, KIM CHI THI	RENT SUBSIDY	1,280.00 *
W642780	LE, LAN V.	RENT SUBSIDY	1,921.00 *
W642780	LE, LANH C	RENT SUBSIDY	1,479.00 *
W642780	LE, LANH VAN	RENT SUBSIDY	1,302.00 *
W642780	LE, LY PHUONG	RENT SUBSIDY	1,250.00 *
W642780	LE, LYAN	RENT SUBSIDY	1,192.00 *
W642780	LE, MICHAEL	RENT SUBSIDY	1,737.00 *
W642780	LE, NGA	RENT SUBSIDY	1,877.00 *
W642780	LE, NGAT THI	RENT SUBSIDY	2,573.00 *
W642780	LE, MY	RENT SUBSIDY	836.00 *
W642780	LE, NGUYEN NHU	RENT SUBSIDY	1,019.00 *
W642782	LE, PHU THI NOC	RENT SUBSIDY	768.00 *
W642782	LE, RICHARD TUANANH	RENT SUBSIDY	894.00 *
W642782	LE, STEPHANIE THU	RENT SUBSIDY	3,363.00 *
W642782	LE, THANH TIEN	RENT SUBSIDY	1,872.00 *
W642782	LE, TINA M	RENT SUBSIDY	1,043.00 *
W642782	LE, PHUONG L.	RENT SUBSIDY	573.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642783	LE, TRUNG ANH	RENT SUBSIDY	787.00	*
W642783	LE, VICTOR	RENT SUBSIDY	1,485.00	*
W642785	LE, ANH NGOC	RENT SUBSIDY	358.00	*
W642787	LE, XAN NGOC	RENT SUBSIDY	1,028.00	*
W642788	LEDUC, MONIQUE	RENT SUBSIDY	1,400.00	*
W642788	LEE, DAVID OR TRINH	RENT SUBSIDY	1,398.00	*
W642789	LEUNG, ROGER	RENT SUBSIDY	2,659.00	*
W642789	LI, SOL M	RENT SUBSIDY	1,572.00	*
W642789	LIAO, ALICE	RENT SUBSIDY	1,981.00	*
W642789	LIM, HONG S	RENT SUBSIDY	2,060.00	*
W642789	LIN, DAVID	RENT SUBSIDY	2,078.00	*
W642789	LIN, EEL-YU	RENT SUBSIDY	990.00	*
W642789	LINCOLN VILLAS APT HOMES, LLC	RENT SUBSIDY	7,984.00	*
W642789	LINCOLN WOODS APARTMENTS	RENT SUBSIDY	2,233.00	*
W642789	LITTON, KATHERINE	RENT SUBSIDY	1,358.00	*
W642789	LLE LLC	RENT SUBSIDY	1,414.00	*
W642789	LONG, TU-ANH & DUONG, TROY	RENT SUBSIDY	1,154.00	*

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642790	LOTUS PROPERTIES	RENT SUBSIDY	4,514.00	*
W642790	LOUIE, CINDY W	RENT SUBSIDY	2,254.00	*
W642790	LU, QUYNH THUY	RENT SUBSIDY	4,266.00	*
W642790	LUONG, KHANH	RENT SUBSIDY	1,134.00	*
W642790	LUONG, LONG DUC	RENT SUBSIDY	1,042.00	*
W642790	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,906.00	*
W642790	LUU, ALLEN	RENT SUBSIDY	1,320.00	*
W642790	LUU, TUAN V	RENT SUBSIDY	1,293.00	*
W642790	LUU, XUYEN	RENT SUBSIDY	1,290.00	*
W642790	LUVIE CORPORATION	RENT SUBSIDY	932.00	*
W642790	LY, DUC T	RENT SUBSIDY	1,332.00	*
W642790	LY, MING	RENT SUBSIDY	1,554.00	*
W642790	LY, TAN Q	RENT SUBSIDY	1,013.00	*
W642790	LOTUS GARDENS	RENT SUBSIDY	12,891.00	*
W642791	LY, TUYEN X	RENT SUBSIDY	2,311.00	*
W642791	LY, XUAN GRACE LINH	RENT SUBSIDY	1,627.00	*
W642792	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	3,909.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642795	MAI, ANN N	RENT SUBSIDY	2,291.00 *
W642795	MAI, FRANK	RENT SUBSIDY	2,047.00 *
W642795	MAI, LINDA	RENT SUBSIDY	2,021.00 *
W642795	MAI, CHUCK	RENT SUBSIDY	2,305.00 *
W642795	MAI-NGO, JAIMIE	RENT SUBSIDY	1,047.00 *
W642797	MANDAS, KONSTANTINOS P.	RENT SUBSIDY	2,473.00 *
W642798	MARIPOSA PROPERTIES	RENT SUBSIDY	953.00 *
W642799	MAYER, LEOPOLD	RENT SUBSIDY	2,237.00 *
W642799	MAYFIELD II, ARTHUR	RENT SUBSIDY	1,503.00 *
W642799	MAZENKO, FRANCINE	RENT SUBSIDY	1,027.00 *
W642799	MC GOFF, JOHN	RENT SUBSIDY	1,079.00 *
W642799	MAX & MIN PROPERTIES, LLC	RENT SUBSIDY	2,999.00 *
W642800	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	2,261.00 *
W642800	MEAGHER, ELMER	RENT SUBSIDY	1,796.00 *
W642800	MEAK, MANH	RENT SUBSIDY	1,349.00 *
W642800	MEHTA, JAGDISH P	RENT SUBSIDY	2,733.00 *
W642800	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	425.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642800	MEYSENBURG, MAURICE F.	RENT SUBSIDY	960.00 *
W642800	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,211.00 *
W642801	MIKE & KATHY LEE LP	RENT SUBSIDY	2,121.00 *
W642801	MILLER, ROSEMARY	RENT SUBSIDY	1,145.00 *
W642802	MONARCH POINTE	RENT SUBSIDY	1,293.00 *
W642803	MONTEBELLO, ANTHONY	RENT SUBSIDY	973.00 *
W642803	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,242.00 *
W642803	N & V DEVELOPMENT, LLC	RENT SUBSIDY	5,554.00 *
W642803	N&V DEVELOPMENT, LLC	RENT SUBSIDY	2,902.00 *
W642803	N&V DEVELOPMENT,LLC	RENT SUBSIDY	8,393.00 *
W642803	NACHAM, ABRAM B	RENT SUBSIDY	870.00 *
W642803	MYCORN, BARRY N.	RENT SUBSIDY	1,140.00 *
W642804	NAMSINH, PATRICK	RENT SUBSIDY	1,505.00 *
W642804	NEW HORIZONVIEW, LLC	RENT SUBSIDY	2,781.00 *
W642804	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	983.00 *
W642804	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	837.00 *
W642804	NEWPORT ESTATE EXPANSION LLC	RENT SUBSIDY	3,448.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642805	NGHIEM, DALE XUAN	RENT SUBSIDY	901.00 *
W642805	NGHIEM, DANIEL	RENT SUBSIDY	15,561.00 *
W642806	NGO, DANNY	RENT SUBSIDY	1,074.00 *
W642807	NGO, HONG DIEP LE	RENT SUBSIDY	935.00 *
W642808	NGO, LOC T	RENT SUBSIDY	913.00 *
W642809	NGO, TAMMY	RENT SUBSIDY	1,216.00 *
W642811	NGUYEN, ANDREW Q	RENT SUBSIDY	1,589.00 *
W642811	NGUYEN, ANH	RENT SUBSIDY	461.00 *
W642811	NGUYEN, ANH-DAO	RENT SUBSIDY	1,049.00 *
W642811	NGUYEN, ANNIE	RENT SUBSIDY	1,438.00 *
W642814	NGUYEN, BINH NGOC	RENT SUBSIDY	2,425.00 *
W642814	NGUYEN, BINH QUOC	RENT SUBSIDY	2,321.00 *
W642814	NGUYEN, BOYCE JR	RENT SUBSIDY	1,507.00 *
W642814	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	2,956.00 *
W642815	NGUYEN, CALVIN H	RENT SUBSIDY	932.00 *
W642816	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,415.00 *
W642817	NGUYEN, CHRISTINE	RENT SUBSIDY	930.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642817	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,411.00 *
W642817	NGUYEN, CHUONG	RENT SUBSIDY	1,282.00 *
W642817	NGUYEN, CUONG	RENT SUBSIDY	2,186.00 *
W642819	NGUYEN, DAT	RENT SUBSIDY	1,504.00 *
W642819	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,696.00 *
W642819	NGUYEN, DEBBY AND DAVID	RENT SUBSIDY	1,618.00 *
W642819	NGUYEN, DIEM-THUY	RENT SUBSIDY	1,348.00 *
W642819	NGUYEN, DONG	RENT SUBSIDY	1,387.00 *
W642819	NGUYEN, DUONG	RENT SUBSIDY	1,853.00 *
W642819	NGUYEN, DZUNG DAN	RENT SUBSIDY	954.00 *
W642819	NGUYEN, ERIC	RENT SUBSIDY	2,870.00 *
W642821	NGUYEN, HANH V	RENT SUBSIDY	1,423.00 *
W642821	NGUYEN, HAO & HUONG T	RENT SUBSIDY	2,308.00 *
W642822	NGUYEN, HOA THI OR NGUYEN, JOSEPH	RENT SUBSIDY	4,307.00 *
W642822	NGUYEN, HOAN VAN	RENT SUBSIDY	812.00 *
W642823	NGUYEN, HUAN NGOC	RENT SUBSIDY	1,292.00 *
W642823	NGUYEN, HUE THI	RENT SUBSIDY	1,029.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642824	NGUYEN, HUNG	RENT SUBSIDY	1,817.00 *
W642824	NGUYEN, HUNG X	RENT SUBSIDY	1,189.00 *
W642824	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	1,134.00 *
W642824	NGUYEN, JEANNIE	RENT SUBSIDY	981.00 *
W642824	NGUYEN, JOHN QUANG	RENT SUBSIDY	1,682.00 *
W642825	NGUYEN, KENNETH	RENT SUBSIDY	1,202.00 *
W642825	NGUYEN, KHAI HUE	RENT SUBSIDY	895.00 *
W642825	NGUYEN, KHANH	RENT SUBSIDY	2,004.00 *
W642826	NGUYEN, KHOI	RENT SUBSIDY	1,343.00 *
W642826	NGUYEN, KIEN	RENT SUBSIDY	4,591.00 *
W642826	NGUYEN, KIMCHI THI	RENT SUBSIDY	696.00 *
W642826	NGUYEN, KIMCHUNG	RENT SUBSIDY	544.00 *
W642826	NGUYEN, LANIE	RENT SUBSIDY	2,345.00 *
W642827	NGUYEN, LINDA	RENT SUBSIDY	2,134.00 *
W642827	NGUYEN, LINDA LIEN	RENT SUBSIDY	1,791.00 *
W642829	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,489.00 *
W642829	NGUYEN, LUONG	RENT SUBSIDY	1,031.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642829	NGUYEN, LYNDA	RENT SUBSIDY	1,350.00 *
W642830	NGUYEN, MAI H	RENT SUBSIDY	2,082.00 *
W642830	NGUYEN, MAN M	RENT SUBSIDY	1,263.00 *
W642830	NGUYEN, MICHAEL Q	RENT SUBSIDY	1,365.00 *
W642830	NGUYEN, MICHAEL THANG	RENT SUBSIDY	1,798.00 *
W642830	NGUYEN, MY THI	RENT SUBSIDY	1,022.00 *
W642830	NGUYEN, MYLY	RENT SUBSIDY	1,221.00 *
W642830	NGUYEN, MYRA D	RENT SUBSIDY	3,145.00 *
W642830	NGUYEN, NANCY	RENT SUBSIDY	6,878.00 *
W642830	NGUYEN, NGHIA	RENT SUBSIDY	1,263.00 *
W642830	NGUYEN, NHUONG	RENT SUBSIDY	1,157.00 *
W642830	NGUYEN, NGHI	RENT SUBSIDY	2,132.00 *
W642831	NGUYEN, ORCHID	RENT SUBSIDY	1,355.00 *
W642831	NGUYEN, OSCAR THUAN	RENT SUBSIDY	1,882.00 *
W642831	NGUYEN, PETER	RENT SUBSIDY	2,146.00 *
W642831	NGUYEN, PHONG	RENT SUBSIDY	1,086.00 *
W642831	NGUYEN, PHUONG MY THI	RENT SUBSIDY	8,476.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642831	NGUYEN, QUAN	RENT SUBSIDY	1,938.00 *
W642832	NGUYEN, SKY	RENT SUBSIDY	1,139.00 *
W642832	NGUYEN, SON DINH	RENT SUBSIDY	1,155.00 *
W642832	NGUYEN, STEVE	RENT SUBSIDY	2,869.00 *
W642833	NGUYEN, STEVEN	RENT SUBSIDY	886.00 *
W642834	NGUYEN, STEVENS	RENT SUBSIDY	1,661.00 *
W642835	NGUYEN, THAI DUC	RENT SUBSIDY	1,422.00 *
W642835	NGUYEN, THANG XUAN	RENT SUBSIDY	914.00 *
W642836	NGUYEN, THANH-LE	RENT SUBSIDY	1,599.00 *
W642836	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,722.00 *
W642838	NGUYEN, THUY	RENT SUBSIDY	1,826.00 *
W642840	NGUYEN, TIENG KIM	RENT SUBSIDY	1,947.00 *
W642840	NGUYEN, TIEP	RENT SUBSIDY	1,661.00 *
W642840	NGUYEN, TIMMY	RENT SUBSIDY	107.00 *
W642840	NGUYEN, TOM ANH	RENT SUBSIDY	480.00 *
W642840	NGUYEN, TRACY TRUC	RENT SUBSIDY	800.00 *
W642841	NGUYEN, TU THANH	RENT SUBSIDY	1,489.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642841	NGUYEN, TUAN HOANG	RENT SUBSIDY	1,882.00 *
W642841	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,867.00 *
W642841	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,881.00 *
W642841	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,547.00 *
W642842	NGUYEN, TUYET TRINH	RENT SUBSIDY	2,340.00 *
W642842	NGUYEN, VAN HUY	RENT SUBSIDY	1,843.00 *
W642842	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	1,024.00 *
W642843	NGUYEN, VIVIAN	RENT SUBSIDY	1,262.00 *
W642843	NGUYEN, CANG	RENT SUBSIDY	1,079.00 *
W642843	NGUYEN, VU	RENT SUBSIDY	1,267.00 *
W642843	NGUYEN, YVONNE QUYEN	RENT SUBSIDY	2,033.00 *
W642844	NGUYEN, DUNG VAN	RENT SUBSIDY	916.00 *
W642844	NGUYEN, HAN	RENT SUBSIDY	950.00 *
W642845	NGUYEN, HUY	RENT SUBSIDY	1,840.00 *
W642845	NGUYEN, HUYEN T.T.	RENT SUBSIDY	3,158.00 *
W642845	NGUYEN, JAMES	RENT SUBSIDY	978.00 *
W642845	NGUYEN, LANI LAN T	RENT SUBSIDY	1,009.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642845	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,189.00 *
W642845	NGUYEN, LEYNA T	RENT SUBSIDY	1,124.00 *
W642845	NGUYEN, MINH NGOC	RENT SUBSIDY	1,240.00 *
W642845	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	984.00 *
W642847	NGUYEN, PERRY	RENT SUBSIDY	1,138.00 *
W642848	NGUYEN, THANH	RENT SUBSIDY	3,242.00 *
W642848	NGUYEN, THANH-NGHIA	RENT SUBSIDY	467.00 *
W642848	NGUYEN, THANH-TUYEN	RENT SUBSIDY	1,030.00 *
W642848	NGUYEN, THINH THI	RENT SUBSIDY	7,252.00 *
W642848	NGUYEN, TIFFANY	RENT SUBSIDY	2,223.00 *
W642848	NGUYEN, TIM	RENT SUBSIDY	482.00 *
W642850	NGUYEN, WIN	RENT SUBSIDY	1,228.00 *
W642850	NGUYEN, XUAN YEN	RENT SUBSIDY	950.00 *
W642850	NGUYEN-LAM, PHIYEN TERESA	RENT SUBSIDY	1,405.00 *
W642850	NGUYEN-THIEN-NH, DIANA	RENT SUBSIDY	2,367.00 *
W642851	NHIEU, CUONG C.	RENT SUBSIDY	275.00 *
W642852	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	939.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642853	OLSEN, MARIEL J	RENT SUBSIDY	1,242.00 *
W642853	OMDAHL, JOHN	RENT SUBSIDY	1,238.00 *
W642853	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	24,642.00 *
W642853	ORANGE TREE APTS	RENT SUBSIDY	15,732.00 *
W642853	OZAKI,SUIKO	RENT SUBSIDY	1,154.00 *
W642853	P & J PROPERTY MANAGEMENT	RENT SUBSIDY	1,057.00 *
W642853	PAHU, BRADRAKUMAR L	RENT SUBSIDY	755.00 *
W642853	PALM COURT APARTMENTS	RENT SUBSIDY	3,388.00 *
W642854	PALM ISLAND	RENT SUBSIDY	11,878.00 *
W642854	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,104.00 *
W642855	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	842.00 *
W642856	PARISIAN APARTMENTS, LP	RENT SUBSIDY	1,153.00 *
W642856	PARK LANDING APARTMENTS	RENT SUBSIDY	1,277.00 *
W642856	PARK PLACE APTS LLP	RENT SUBSIDY	3,503.00 *
W642858	PATEL DILIP M	RENT SUBSIDY	4,789.00 *
W642858	PATEL, SMITA DIPAK	RENT SUBSIDY	1,075.00 *
W642860	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	3,262.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642860	PELICAN INVESTMENTS #8 LLC	RENT SUBSIDY	1,301.00 *
W642860	PELICAN INVESTMENTS, LLC	RENT SUBSIDY	574.00 *
W642860	PETITE ELISE, LLC	RENT SUBSIDY	734.00 *
W642861	PHAM, BINH Q	RENT SUBSIDY	1,342.00 *
W642861	PHAM, CAROLINE	RENT SUBSIDY	3,007.00 *
W642861	PHAM, CHIEN DINH	RENT SUBSIDY	1,794.00 *
W642862	PHAM, DAVID LINH	RENT SUBSIDY	1,828.00 *
W642862	PHAM, DUNG TIEN	RENT SUBSIDY	1,570.00 *
W642862	PHAM, HIEU	RENT SUBSIDY	1,088.00 *
W642862	PHAM, HOANG	RENT SUBSIDY	3,553.00 *
W642862	PHAM, KATHY NGUYEN	RENT SUBSIDY	1,306.00 *
W642862	PHAM, KHANG	RENT SUBSIDY	992.00 *
W642862	PHAM, KIM ANH OR PHAM, LUCY	RENT SUBSIDY	2,338.00 *
W642862	PHAM, LAN VAN	RENT SUBSIDY	2,485.00 *
W642862	PHAM, LIEN	RENT SUBSIDY	1,140.00 *
W642862	PHAM, MINH VAN	RENT SUBSIDY	2,010.00 *
W642862	PHAM, NGHIA	RENT SUBSIDY	1,281.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642862	PHAM, PHUONG T	RENT SUBSIDY	1,152.00 *
W642863	PHAM, QUYNH GIAO	RENT SUBSIDY	2,211.00 *
W642863	PHAM, RICHARD	RENT SUBSIDY	665.00 *
W642863	PHAM, SON THAI	RENT SUBSIDY	2,109.00 *
W642863	PHAM, THANH QUOC	RENT SUBSIDY	2,844.00 *
W642863	PHAM, TIEN M	RENT SUBSIDY	547.00 *
W642863	PHAM, TIM	RENT SUBSIDY	2,287.00 *
W642863	PHAM, TRI	RENT SUBSIDY	1,749.00 *
W642863	PHAM, TUAN A	RENT SUBSIDY	1,124.00 *
W642863	PHAM, TUAN A.	RENT SUBSIDY	1,060.00 *
W642863	PHAM, TRUONG TAI	RENT SUBSIDY	2,174.00 *
W642864	PHAM, VAN LOAN THI	RENT SUBSIDY	863.00 *
W642865	PHAM, VERONIQUE	RENT SUBSIDY	1,106.00 *
W642865	PHAM, VU	RENT SUBSIDY	1,054.00 *
W642865	PHAM, XUANNHA T	RENT SUBSIDY	1,041.00 *
W642865	PHAM, HAI MINH	RENT SUBSIDY	8,959.00 *
W642865	PHAM, HELEN	RENT SUBSIDY	921.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642866	PHAM, QUANG	RENT SUBSIDY	1,154.00 *
W642866	PHAN, OANH	RENT SUBSIDY	3,303.00 *
W642866	PHAN, TAMMY	RENT SUBSIDY	1,314.00 *
W642866	PHAN, THANH T	RENT SUBSIDY	513.00 *
W642868	PHAN, DON	RENT SUBSIDY	1,282.00 *
W642868	PHAN, TOAN CONG	RENT SUBSIDY	893.00 *
W642868	PHARN, ART S	RENT SUBSIDY	1,637.00 *
W642868	PHUNG, JENNIFER	RENT SUBSIDY	1,901.00 *
W642868	PINE TREE PROPERTY, LLC	RENT SUBSIDY	1,103.00 *
W642868	PINCEK, DAVID	RENT SUBSIDY	809.00 *
W642869	PJP PROPERTIES, LLC	RENT SUBSIDY	1,899.00 *
W642869	PLANO HOUSING AUTHORITY	PORTABILITY ADMIN	106.78 *
W642869	PLANO HOUSING AUTHORITY	RENT SUBSIDY	1,261.00 *
W642869	PLAZA PATRIA COURT LTD	RENT SUBSIDY	930.00 *
W642870	PLYMOUTH HRA	PORTABILITY ADMIN	60.63 *
W642870	PLYMOUTH HRA	RENT SUBSIDY	487.00 *
W642870	PM-AM INVESTMENT LLC	RENT SUBSIDY	681.00 *
W642871	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,427.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642871	POKAL, SAILESH	RENT SUBSIDY	948.00	*
W642872	POWELL,LEO OR DEBORAH	RENT SUBSIDY	3,823.00	*
W642872	PP TT, LLC	RENT SUBSIDY	2,765.00	*
W642872	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	4,199.00	*
W642872	PUGH, RONNIE	RENT SUBSIDY	869.00	*
W642872	QUACH, JAMIE	RENT SUBSIDY	1,057.00	*
W642872	QUACH, SAN T	RENT SUBSIDY	1,150.00	*
W642872	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,151.00	*
W642872	QUAN, JEANNIE	RENT SUBSIDY	1,203.00	*
W642872	QUAN, VAN-LAN	RENT SUBSIDY	941.00	*
W642875	RAVART PACIFIC LP	RENT SUBSIDY	906.00	*
W642875	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,140.00	*
W642876	REED, ROGER LEE	RENT SUBSIDY	1,983.00	*
W642876	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,276.00	*
W642876	REYES, RAYMOND	RENT SUBSIDY	1,001.00	*
W642876	ROANOKE INC	RENT SUBSIDY	1,217.00	*
W642876	ROBERTA APTS LP	RENT SUBSIDY	1,702.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642877	RODRIGUEZ,ALBERT/PATRICIA	RENT SUBSIDY	1,228.00	*
W642877	ROMO, JULIETA	RENT SUBSIDY	541.00	*
W642877	ROSSIGNOL, CHARLENE	RENT SUBSIDY	705.00	*
W642878	SABUNJIAN, MIHRAN	RENT SUBSIDY	6,343.00	*
W642879	SAN DIEGO HOUSING COMMISSION	PORTABILITY ADMIN	67.78	*
W642879	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	637.00	*
W642881	SARGENT, PAT	RENT SUBSIDY	1,140.00	*
W642881	SCHLEIFER, JILL ANN	RENT SUBSIDY	2,343.00	*
W642882	SCWJ, LLC	RENT SUBSIDY	1,134.00	*
W642882	SEO, LISA & BRYAN	RENT SUBSIDY	1,142.00	*
W642882	SERRANO WOODS, LP	RENT SUBSIDY	944.00	*
W642882	SHIH, MOLLY	RENT SUBSIDY	1,467.00	*
W642882	SHREEVES PROPERTIES, LLC	RENT SUBSIDY	5,146.00	*
W642882	SCOTT G JOE	RENT SUBSIDY	1,056.00	*
W642882	SCULLIN, ALFRED L	RENT SUBSIDY	1,151.00	*
W642882	SIGEL, IRV D	RENT SUBSIDY	917.00	*
W642882	SERNA,ALVINA	RENT SUBSIDY	582.00	*
W642883	SINGING TREE	RENT SUBSIDY	1,210.00	*

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642883	SIU, BAY	RENT SUBSIDY	1,206.00 *
W642883	SPEARS, JAMES	RENT SUBSIDY	1,085.00 *
W642883	SPRINGDALE STREET APARTMENTS	RENT SUBSIDY	2,128.00 *
W642883	SPRINGDALE VILLA APTS	RENT SUBSIDY	642.00 *
W642883	SPRINGSIDE, LLC	RENT SUBSIDY	6,601.00 *
W642883	SILVERSTEIN, IRVIN	RENT SUBSIDY	647.00 *
W642883	STANLEY A SIROTT, TRUST	RENT SUBSIDY	911.00 *
W642883	SILVER COVE APARTMENTS, LP	RENT SUBSIDY	1,882.00 *
W642884	STANTON GROUP, LLC	RENT SUBSIDY	1,638.00 *
W642884	STERLING COURT SENIOR APTS	RENT SUBSIDY	1,112.00 *
W642884	STEWART PROPERTIES	RENT SUBSIDY	886.00 *
W642884	STIDHAM, ERICA	RENT SUBSIDY	3,996.00 *
W642884	STRUCTURE PROPERTY MGMT GROUP	RENT SUBSIDY	1,187.00 *
W642886	SU, UN	RENT SUBSIDY	1,929.00 *
W642886	SUMAC APARTMENT LLC	RENT SUBSIDY	453.00 *
W642886	SUNGROVE SENIOR APTS	RENT SUBSIDY	21,932.00 *
W642886	SUNNYGATE, LLC	RENT SUBSIDY	2,807.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642886	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	7,054.00 *
W642886	SUNWISE PROPERTIES LLC	RENT SUBSIDY	727.00 *
W642886	SWEIDA, EMILE J	RENT SUBSIDY	1,150.00 *
W642886	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	6,254.00 *
W642886	SYLVAN REALTY INC	RENT SUBSIDY	538.00 *
W642886	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	RENT SUBSIDY	1,696.00 *
W642886	STUART DRIVE/ROSE GARDEN APTS	RENT SUBSIDY	83,823.00 *
W642887	TA, VINH	RENT SUBSIDY	1,993.00 *
W642887	TAHAMI, ALI	RENT SUBSIDY	1,520.00 *
W642887	TAMERLANE APARTMENTS	RENT SUBSIDY	1,862.00 *
W642887	TANG, ENLIANG T	RENT SUBSIDY	1,105.00 *
W642887	TDT WASHINGTON, LLC	RENT SUBSIDY	1,786.00 *
W642887	TAMERLANE ASSOCIATES LLC	RENT SUBSIDY	3,430.00 *
W642888	THACH, HENRY	RENT SUBSIDY	1,959.00 *
W642888	THAI, PAULA	RENT SUBSIDY	2,620.00 *
W642888	THE BERNTH FAMILY TRUST	RENT SUBSIDY	3,081.00 *
W642888	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	815.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642888	THE FLORENTINE APTS	RENT SUBSIDY	871.00	*
W642888	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	37,473.00	*
W642888	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	7,242.00	*
W642889	THE MEDITERRANEAN APTS	RENT SUBSIDY	944.00	*
W642890	THE ROSE GARDEN APTS	RENT SUBSIDY	4,192.00	*
W642892	TIET, THAO PHUONG	RENT SUBSIDY	628.00	*
W642892	TLHA PALM LLC	RENT SUBSIDY	1,828.00	*
W642892	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	21,659.00	*
W642892	TN INVESTMENTS PROPERTIES, LLC	RENT SUBSIDY	18,054.00	*
W642892	TO, KIMTRUNG THI	RENT SUBSIDY	1,116.00	*
W642892	TO, VAN THU	RENT SUBSIDY	5,413.00	*
W642892	TON, TAP THAT	RENT SUBSIDY	1,816.00	*
W642892	THULSIRAJ, ANA MARIA	RENT SUBSIDY	2,624.00	*
W642892	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	3,526.00	*
W642892	TLHA DOTY, LLC	RENT SUBSIDY	3,105.00	*
W642892	TOC TOC, LLC	RENT SUBSIDY	2,024.00	*
W642892	THSW PARTNERS, LLC dba DALE APTS	RENT SUBSIDY	5,958.00	*

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642893	TON, KHANH	RENT SUBSIDY	2,023.00 *
W642893	TONNU, JOANNE C	RENT SUBSIDY	1,697.00 *
W642893	TOPADVANCED, LLC	RENT SUBSIDY	2,027.00 *
W642893	TRAN, ANDREW	RENT SUBSIDY	6,194.00 *
W642893	TRAN, ANH TUYET T	RENT SUBSIDY	1,057.00 *
W642893	TRAN, BAC	RENT SUBSIDY	1,009.00 *
W642893	TRAN, CATHY	RENT SUBSIDY	1,041.00 *
W642893	TRAN, DIEP NGOC	RENT SUBSIDY	1,278.00 *
W642893	TRAN'S APARTMENTS	RENT SUBSIDY	5,213.00 *
W642894	TRAN, FREDERICK M	RENT SUBSIDY	938.00 *
W642895	TRAN, HENRY	RENT SUBSIDY	1,309.00 *
W642895	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	2,816.00 *
W642895	TRAN, HO VAN	RENT SUBSIDY	5,028.00 *
W642895	TRAN, HOA THU	RENT SUBSIDY	1,150.00 *
W642895	TRAN, HOANG N	RENT SUBSIDY	1,027.00 *
W642895	TRAN, HUNG QUOC	RENT SUBSIDY	969.00 *
W642895	TRAN, JANE	RENT SUBSIDY	1,459.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT	
W642895	TRAN, JIM DUC	RENT SUBSIDY	1,420.00	*
W642895	TRAN, HOA	RENT SUBSIDY	1,308.00	*
W642896	TRAN, JOSEPHINE	RENT SUBSIDY	1,728.00	*
W642896	TRAN, KEVIN THANH	RENT SUBSIDY	976.00	*
W642896	TRAN, KIM	RENT SUBSIDY	1,879.00	*
W642896	TRAN, KIM VAN	RENT SUBSIDY	1,248.00	*
W642896	TRAN, LAN DANG	RENT SUBSIDY	1,391.00	*
W642896	TRAN, LAY THI	RENT SUBSIDY	1,327.00	*
W642896	TRAN, LOC H	RENT SUBSIDY	1,601.00	*
W642896	TRAN, LUAN D.	RENT SUBSIDY	1,090.00	*
W642897	TRAN, MAI	RENT SUBSIDY	1,613.00	*
W642897	TRAN, MARY	RENT SUBSIDY	129.00	*
W642897	TRAN, MY T	RENT SUBSIDY	802.00	*
W642897	TRAN, NGOC THI	RENT SUBSIDY	1,077.00	*
W642897	TRAN, NHUT NGUYEN	RENT SUBSIDY	2,830.00	*
W642897	TRAN, RYAN	RENT SUBSIDY	1,316.00	*
W642897	TRAN, SHELLY	RENT SUBSIDY	1,146.00	*

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642897	TRAN, SON THANH	RENT SUBSIDY	836.00 *
W642897	TRAN, SONNY	RENT SUBSIDY	938.00 *
W642897	TRAN, TAM ANH	RENT SUBSIDY	1,794.00 *
W642897	TRAN, TAM MINH	RENT SUBSIDY	1,367.00 *
W642898	TRAN, THERESA T	RENT SUBSIDY	1,000.00 *
W642898	TRAN, THONG	RENT SUBSIDY	1,275.00 *
W642898	TRAN, THU HUONG THI	RENT SUBSIDY	672.00 *
W642899	TRAN, TIM	RENT SUBSIDY	1,167.00 *
W642899	TRAN, TINA	RENT SUBSIDY	3,814.00 *
W642899	TRAN, TRUNG H.	RENT SUBSIDY	2,111.00 *
W642899	TRAN, TRUYEN & HELEN	RENT SUBSIDY	1,758.00 *
W642899	TRAN, TU	RENT SUBSIDY	1,308.00 *
W642899	TRAN, TYNE TUYEN	RENT SUBSIDY	1,230.00 *
W642899	TRAN, TRI	RENT SUBSIDY	1,992.00 *
W642900	TRAN, BAU	RENT SUBSIDY	913.00 *
W642900	TRAN, DANNY	RENT SUBSIDY	1,242.00 *
W642900	TRAN, HUY	RENT SUBSIDY	953.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642900	TRAN,PAUL TUAN DUC	RENT SUBSIDY	1,438.00 *
W642900	TRAN,THAO DUC	RENT SUBSIDY	1,334.00 *
W642900	TRAN,THU-HANG	RENT SUBSIDY	852.00 *
W642901	TRANG, TOM	RENT SUBSIDY	1,523.00 *
W642903	TRIEU, NANCY	RENT SUBSIDY	1,216.00 *
W642903	TRINH, EMMA	RENT SUBSIDY	793.00 *
W642903	TRINH, HAI	RENT SUBSIDY	1,619.00 *
W642903	TRIEU, HONG QUANG	RENT SUBSIDY	1,009.00 *
W642905	TRINH, TUAN	RENT SUBSIDY	1,295.00 *
W642905	TRINH, TUNG XUAN	RENT SUBSIDY	1,281.00 *
W642906	TRUONG, DUNG T	RENT SUBSIDY	391.00 *
W642906	TRUONG, HANH NGOC	RENT SUBSIDY	2,694.00 *
W642906	TRUONG, KHOA BUU	RENT SUBSIDY	1,166.00 *
W642906	TRUONG, STEVE OR HO, NATALIE	RENT SUBSIDY	1,616.00 *
W642908	TRUONG,QUYEN MY	RENT SUBSIDY	1,174.00 *
W642909	TSAI,CAROLINE	RENT SUBSIDY	2,960.00 *
W642909	TSAO, YUNGLIN & SHU-MEI	RENT SUBSIDY	1,134.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642909	TU BI THIEN TAM	RENT SUBSIDY	2,556.00 *
W642911	TUDOR GROVE	RENT SUBSIDY	63,774.00 *
W642912	TUSTIN AFFORDABLE HOUSING ATTEN: OFFICE	RENT SUBSIDY	1,313.00 *
W642912	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,195.00 *
W642912	V W PROPERTY	RENT SUBSIDY	4,119.00 *
W642912	VAZQUEZ,ARTURO ENRIQUEZ	RENT SUBSIDY	2,516.00 *
W642912	VERSAILLES APTS	RENT SUBSIDY	3,316.00 *
W642912	VALLEY VIEW SENIOR APTS	RENT SUBSIDY	8,654.00 *
W642912	VAN, MINH XUONG	RENT SUBSIDY	727.00 *
W642915	VINTAGE CANYON SR APTS	RENT SUBSIDY	1,043.00 *
W642916	VIRAMONTES, ARTHUR E	RENT SUBSIDY	963.00 *
W642917	VJ SURGICAL, LLC	RENT SUBSIDY	911.00 *
W642917	VLE RENTAL, LLC	RENT SUBSIDY	4,379.00 *
W642917	VO, JEFF	RENT SUBSIDY	951.00 *
W642919	VO, LOAN	RENT SUBSIDY	1,500.00 *
W642919	VO, LOC ANH	RENT SUBSIDY	1,072.00 *
W642922	VORA, NIPA D	RENT SUBSIDY	2,460.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642923	VT CAPITAL HOLDINGS, LLC	RENT SUBSIDY	931.00 *
W642923	VU, ANN HUONG	RENT SUBSIDY	713.00 *
W642923	VU, ANNIE	RENT SUBSIDY	1,329.00 *
W642923	VU, ANTHONY HAI	RENT SUBSIDY	1,304.00 *
W642923	VU, DAT	RENT SUBSIDY	10,241.00 *
W642923	VU, DAVID	RENT SUBSIDY	538.00 *
W642923	VU, DEAN	RENT SUBSIDY	1,249.00 *
W642923	VU, HOA	RENT SUBSIDY	987.00 *
W642923	VU, HUAN	RENT SUBSIDY	907.00 *
W642923	VU, KATHY HUONG	RENT SUBSIDY	537.00 *
W642923	VU, LEO M	RENT SUBSIDY	1,861.00 *
W642923	VU, LINH DUY	RENT SUBSIDY	1,840.00 *
W642923	VU, LONG DUC	RENT SUBSIDY	746.00 *
W642923	VU, MARY ANN	RENT SUBSIDY	723.00 *
W642923	VU, MINH	RENT SUBSIDY	824.00 *
W642923	VU, NAM H	RENT SUBSIDY	935.00 *
W642923	VU, NAM HA	RENT SUBSIDY	1,705.00 *

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642923	VU, PHAT D	RENT SUBSIDY	3,781.00 *
W642923	VU, PHUONG MINH	RENT SUBSIDY	1,526.00 *
W642923	VU, TAN DUY	RENT SUBSIDY	805.00 *
W642923	VU, DEANNA PHUONG	RENT SUBSIDY	1,293.00 *
W642924	VU, THERESE	RENT SUBSIDY	1,263.00 *
W642924	VU, TRUNG QUOC	RENT SUBSIDY	2,542.00 *
W642924	VU, VIVIAN	RENT SUBSIDY	584.00 *
W642924	VU, VINCE HUNG	RENT SUBSIDY	302.00 *
W642925	VU, TRACY	RENT SUBSIDY	1,850.00 *
W642925	VUONG, HELEN DO	RENT SUBSIDY	990.00 *
W642925	VUONG, TRI NGHIEP	RENT SUBSIDY	950.00 *
W642925	WALD, DAVID	RENT SUBSIDY	845.00 *
W642926	WALKMAN, SID D	RENT SUBSIDY	1,433.00 *
W642926	WAN, HO PONG	RENT SUBSIDY	869.00 *
W642926	WANG, CHARLES	RENT SUBSIDY	3,594.00 *
W642926	WANG, SUZY	RENT SUBSIDY	2,414.00 *
W642926	WEGENER, STELLA	RENT SUBSIDY	945.00 *
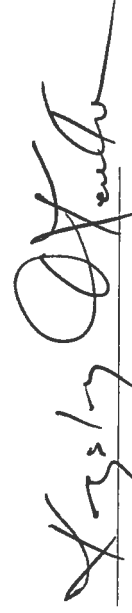
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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642926	WEISER, IRVING	RENT SUBSIDY	1,694.00 *
W642926	WEISSER INVESTMENTS	RENT SUBSIDY	6,285.00 *
W642926	WESLEY VILLAGE APARTMENTS	RENT SUBSIDY	9,700.00 *
W642926	WESSELN, HENRY B	RENT SUBSIDY	933.00 *
W642927	WESTCHESTER PARK LP	RENT SUBSIDY	1,318.00 *
W642927	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,201.00 *
W642927	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	8,354.00 *
W642927	WESTPARK APTS	RENT SUBSIDY	1,143.00 *
W642927	WESTPARK PLACE, LLC	RENT SUBSIDY	1,042.00 *
W642927	WICK, CINDY OR ED	RENT SUBSIDY	932.00 *
W642927	WILLOWICK ROYAL ATTN: MANAGER OFFICE	RENT SUBSIDY	333.00 *
W642927	WILSHIRE CREST	RENT SUBSIDY	968.00 *
W642927	WINDSOR TOWNE LP	RENT SUBSIDY	760.00 *
W642927	WINDMILL APARTMENTS	RENT SUBSIDY	5,393.00 *
W642928	WINDWOOD GLEN APTS	RENT SUBSIDY	623.00 *
W642929	WINSTON PLACE, LLC	RENT SUBSIDY	1,168.00 *
W642929	WONDERFUL IDEA, LLC	RENT SUBSIDY	1,229.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/01/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W642929	WONG, GIN O	RENT SUBSIDY	6,562.00 *
W642929	WONG, PHILLIP	RENT SUBSIDY	1,476.00 *
W642929	WONG, THOMAS G.	RENT SUBSIDY	1,180.00 *
W642929	WINNIE INVESTMENT	RENT SUBSIDY	5,583.00 *
W642930	YAU, LEON SHU	RENT SUBSIDY	777.00 *
W642931	YOUNG, HENRY H	RENT SUBSIDY	893.00 *
W642931	ZARGARI, ROY	RENT SUBSIDY	1,039.00 *
W642931	ZASLAVSKY, EUGENIA	RENT SUBSIDY	3,666.00 *
FINAL TOTAL			2,568,415.44 *

DEMANDS #642670 - 642932 AND WIRES W642669 - W642931 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL SEPTEMBER 1, 2018,   HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF

KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSITS $2,127,491.74

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639773	FRANCISCO, KATHERINE	REV & VOID	-120.20 *
640061	FRANCISCO, KATHERINE	REV & VOID	-40.17 *
642171	MANNING, ROSANNA	REV & VOID	-160.00 *
642623	WEST COAST ARBORISTS INC	REV & VOID	-16,655.79 *
642772	LAI, KINH	REV & VOID	-1,079.00 *
642882	SCHWERMAN, CELESTE	REV & VOID	-1,389.00 *
W642841	NGUYEN, TU THANH (HOUSING DIRECT DEPOSIT)	REV & VOID	-1,489.00 *
W642872	PP TT, LLC (HOUSING DIRECT DEPOSIT)	REV & VOID	-2,765.00 *
W642925	VUONG, TRI NGHIEP (HOUSING DIRECT DEPOSIT)	REV & VOID	-950.00 *
642933	BEST WESTERN GARDEN HOTEL	TUITION/TRAINING	3,155.88 *
642934	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,367.73 *
642935	ENTERPRISE RIDESHARE EAN SERVICES, LLC	OTHER RENTALS	3,740.00 *
642936	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
642937	U.S. DEPT. OF EDUCATION NATIONAL PAYMENT CENTER	WAGE ATTACHMENT	321.33 *
642938	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
642939	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	431.44 *
642940	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
642941	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
642942	CIVIC, LLC	OTHER PROF SERV	900.00 *
642943	CO. OF ORANGE	WAGE ATTACHMENT	553.85 *
642944	FUN EXPRESS	ADMN/ENTRANCE FEE	1,814.80 *
642945	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	419.75 *
642946	*DELGADO, JUAN	DEP CARE REIMB	50.77 *

PAGE TOTAL FOR "*" LINES = -11,129.26

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642947	*LEE, GRACE	DEP CARE REIMB	192.30 *
642948	POMEROY*, TERESA L.	MED TRUST REIMB	195.06 *
642949	RAO*, ANAND V.	MED TRUST REIMB	435.00 *
642950	DIBAJ, KAMYAR	MED TRUST REIMB	1,329.49 *
642951	HODSON, AARON	DEP CARE REIMB	92.31 *
642952	LAI, KINH	WAGE ATTACHMENT	-269.75
		RENT SUBSIDY	1,079.00
			809.25 *
642953	SCHWERMAN, CELESTE	WAGE ATTACHMENT	-150.00
		RENT SUBSIDY	1,389.00
			1,239.00 *
642954	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	280.53 *
642955	POSTMASTER	POSTAGE	7,600.00 *
642956	SWA GROUP INC	OTHER PROF SERV	1,843.38 *
642957	VORTEX INDUSTRIES INC	MAINT-SERV CONTRACTS	1,468.60 *
642958	ELLS, MICHAEL JAMES	MAINT OF REAL PROP	3,995.00 *
642959	CHEVRON & TEXACO UNIVERSAL CARD	MV GAS/DIESEL FUEL	1,212.16 *
642960	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	24,989.17 *
642961	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	25,368.45 *
642962	ICSC ATTN: MEMBER RECORDS	OTHER CONF/MTG EXP	2,500.00 *
642963	ADAMSON POLICE PRODUCTS	GUNS/AMMUNITION	12,330.91 *
642964	NIGHTFORCE OPTICS	GUNS/AMMUNITION	7,190.00 *
642965	DATABLAZE LIGHTING UP WIRELESS DATA	OTHER PROF SERV	1,808.15 *
642966	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	1,666.34 *
642967	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	849.10 *

PAGE TOTAL FOR "*" LINES = 97,394.20

3

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642968	BEGINNERS EDGE SPORTS TRAINING, LLC	INSTRUCTOR SERVICES	1,477.98 *
642969	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	5,948.65 *
642970	BLAS, VICTOR	DUES/MEMBERSHIPS	275.00 *
642971	BIG BEN ENGINEERING	LABORATORY CHEMICALS	159.00 *
642972	CERTIFIED TRANSPORTATION SERVICES, INC.	L/S/A TRANSPORTATION	860.63 *
642973	SUPPLYWORKS	WHSE INVENTORY	1,818.56 *
642974	CONTINENTAL CONCRETE CUTTING	GEN PURPOSE TOOLS	622.00 *
642975	CRUISE, GERALD J	INSTRUCTOR SERVICES	1,624.21 *
642976	DOG SERVICES UNLIMITED	INSTRUCTOR SERVICES	446.04 *
642977	DOMINGUEZ, FRANK	OTHER PROF SERV	250.00
		FaCT:PROGRAM EXP	250.00
			500.00 *
642978	FRYE SIGN CO	MOTOR VEH PARTS	975.00 *
642979	CITY OF GARDEN GROVE	CITY WATER SERVICES	75.49 *
642980	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL	7,221.39
		REFUSE COLL SERV	9,823.33
			17,044.72 *
642981	GARDEA, LAURA	INSTRUCTOR SERVICES	775.46 *
642982	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
642983	APPLE ONE EMPLOYMENT SVS	TEMP AIDE SERVICES	1,736.32 *
642984	DANGELO CO	WHSE INVENTORY	377.13 *
642985	JOHNSTONE SUPPLY	AIR COND SUPPLIES	103.72 *
642986	JUNIPER SYSTEMS INC	WHSE INVENTORY	10,218.99 *
642987	KENT, PATI	INSTRUCTOR SERVICES	665.70 *

PAGE TOTAL FOR "*" LINES = 46,566.60

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
642988	KNORR SYSTEMS, INC.	REPAIRS-FURN/MACH/EQ	191.45 *
642989	LEON'S TRANSMISSION SERVICES INC	REPAIRS-FURN/MACH/EQ	2,085.72 *
642990	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	84.95 *
642991	MYERS, NICOLE	INSTRUCTOR SERVICES	70.35 *
642992	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	343.81 *
642993	NIAGARA PLUMBING	PIPES/APPURTENANCES	95.13 *
642994	ARC	ADVERTISING	144.41 *
642995	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	2,378.55 *
642996	PIVOT INTERIORS, INC.	MINOR OFFICE FURN/EQ	525.52 *
642997	POOL WATER PRODUCTS	OTHER MAINT ITEMS	106.04 *
642998	DATA TICKET, INC	OTHER PROF SERV	540.00 *
642999	MULTIRIVER STUDIOS, LLC PIANO PLACE MUSIC & ARTS CENTER	INSTRUCTOR SERVICES	1,102.50 *
643000	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)	MAINT OF REAL PROP	150.00 *
643001	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	80.38 *
643002	SITEONE LANDSCAPE SUPPLY HLDING	PIPES/APPURTENANCES	1,302.93 *
643003	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	1,413.10 *
643004	SOUTH COAST EMERGENCY VEHICLE SERVICES	MOTOR VEH PARTS	7,984.18 *
643005	SOUTHERN COUNTIES LUBRICANTS LLC.	WHSE INVENTORY	1,561.72 *
643006	SPARKLETTS	BOTTLED WATER	83.31 *
643007	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,693.64 *
643008	STRADLING,YOCCA,CARLSON & RAUTH	LEGAL FEES	64,938.45 *
643009	SUN BADGE COMPANY	UNIFORMS	148.92 *

PAGE TOTAL FOR "*" LINES = 87,025.06

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643010	THE LEARNING SPOT CHILD DEVELOPMENT CENTER	INSTRUCTOR SERVICES	2,129.40 *
643011	TNT CONSTRUCTION	OTHER PROF SERV	5,000.00 *
643012	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	671.83 *
643013	UNIFIRST CORP	LAUNDRY SERVICES	929.07 *
643014	UNITED PARCEL SERVICE	DELIVERY SERVICES	37.24 *
643015	SUNG HO PARK FIVE STAR TAEKWONDO	INSTRUCTOR SERVICES	524.16 *
643016	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	24,284.20 *
643017	GRAINGER	PAINT/DYE/LUBRICANTS	392.80
		OTHER MAINT ITEMS	177.77
		HARDWARE	22.32
			592.89 *
643018	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	337.72 *
643019	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	16,031.40 *
643020	WEST COAST SAND & GRAVEL	ASPHALT PRODUCTS	624.39 *
643021	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	951.89 *
643022	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	639.00 *
643023	BAUER, LUCAS	TUITION/TRAINING	300.00 *
643024	SANCHEZ, JULIO	WATER REFUND	2,300.00 *
643025	GARCIA, DOLORES	DEPOSIT REFUNDS	75.00 *
643026	AGUINAGA GREEN	OTHER AGR SUPPLIES	603.40 *
643027	NATIONAL BUSINESS FURNITURE	MINOR FURN/EQUIP	708.02 *
643028	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	WHSE INVENTORY	1,886.55 *
643029	PACIFIC PLUMBING CO OF SANTA ANA	PIPES/APPURTENANCES	517.56 *

PAGE TOTAL FOR "*" LINES = 59,143.72

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL   09/11/18

WARRANT	VENDOR	DESCRIPTION	AMOUNT
643030	CROSBY, JERRIT	INSTRUCTOR SERVICES	612.50 *
643031	O'REILLY AUTO PARTS	MOTOR VEH PARTS	904.90 *
643032	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	46.98 *
643033	SOUTH COAST FENCING CENTER	INSTRUCTOR SERVICES	108.36 *
643034	KIM, NOELLE	L/S/A TRANSPORTATION	55.00 *
643035	MARIE'S DANCE ACADEMY	INSTRUCTOR SERVICES	28.35 *
643036	ECOLINE INDUSTRIAL SUPPLY INC	OTHER MAINT ITEMS	912.17 *
643037	SUNNY SLOPE TREE FARM, INC.	TREES	358.81 *
643038	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	2,931.39 *
643039	SUPERCO SPECIALITY PRODUCTS	WHSE INVENTORY	1,017.75 *
643040	SUPPLY SOLUTIONS	WHSE INVENTORY	1,793.46 *
643041	SO CAL INDUSTRIES	OTHER RENTALS	203.65 *
643042	SOUTHERN COMPUTER WAREHOUSE	SOFTWARE	257.34 *
643043	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	141.11 *
643044	ONESOURCE DISTRIBUTORS INC.	WHSE INVENTORY	813.68 *
643045	CITRUS GROVE, LP	RENT SUBSIDY	421.00 *
643046	TH 12622 MORNINGSIDE, LLC	RENT SUBSIDY	950.00 *
W2260	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	698,792.35 *
W2261	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,303.90 *
W2262	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *

PAGE TOTAL FOR "*" LINES = 713,996.08

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 09/11/18
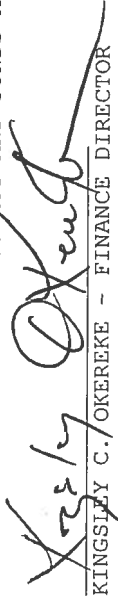
WARRANT

VENDOR

DESCRIPTION

AMOUNT

FINAL TOTAL   992,996.40 *

DEMANDS #642933 - 643046 AND WIRES W2260 - W2262 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE
GARDEN GROVE CITY COUNCIL SEPTEMBER 11, 2018, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE
FOR PAYMENT THEREOF

KINGSLEY C. OKEREKE - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manger	Dept.:	Community and Economic Development
Subject:	Acceptance of Fiscal Year 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER). (*Action Item*)	Date:	9/11/2018

OBJECTIVE

To request that the City Council conduct a Public Hearing regarding the City's Fiscal Year 2017-18 Consolidated Annual Performance and Evaluation Report (CAPER), which will then be submitted to the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND

Title I of the National Affordable Housing Act of 1990 requires jurisdictions that receive Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME) and/or Emergency Service Grant (ESG) funding to assess the activities implemented during its previous program year through an annual CAPER.

DISCUSSION

This CAPER explains how the City of Garden Grove carried out its housing and development strategies and projects using HUD funds over the period of July 1, 2017 through June 30, 2018. The CAPER provides narrative descriptions and financial information on specific activities, and evaluates Garden Grove's progress toward the housing and community priority needs and objectives stated in the City's 5-Year Consolidated Plan.

During 2017-18, the City utilized its resources to expand or preserve affordable housing opportunities, support job creation and economic development, and assist special needs groups such as senior citizens, homeless and at-risk for homeless persons. Highlights of 2017-18 performance include:

- Assisted 679 individuals and/or households with fair housing services
- Assisted 753 seniors with services and meal delivery

- Reduction of crime in gang activity hot spots in low- and moderate-income areas
- Assisted 31 low-income seniors with Home Improvement Grants
- Provided street improvements directly assisting 4,155 individuals
- Provided one small business loan which created four new jobs filled by low-income Garden Grove residents
- Provided homeless prevention and rapid rehousing services to 5 families and overnight shelters to help 174 homeless residents

HUD requires local jurisdictions to make the CAPER available to the public for examination and comment for at least 15 days. A public notice was published in English, Spanish and Vietnamese advertising the public comment period which began on August 27, 2018 and will conclude with the Public Hearing before City Council. The Neighborhood Improvement and Conservation Commission held a meeting on September 10, 2018 to accept public comments.

FINANCIAL IMPACT

The CAPER reports accomplishments using $3 million of CDBG, HOME, and ESG funds during FY 2017-18 in accordance with the 2017-18 Action Plan previously approved by City Council. Expenditures enabled the City to provide a higher level of services to its low/moderate-income residents and neighborhoods.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing to receive and issue comments concerning the Fiscal Year 2017-18 CAPER; and

- Accept the FY 2017-18 CAPER and direct its transmission to the U.S. Department of Housing and Urban Development (HUD).

By: Allison Wilson
        Neighborhood Improvement Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
2017-18 Consolidated Annual Progress and Evaluation Report (CAPER)	8/21/2018	Backup Material	FY_2017-18_CAPER_(Final_Draft_for_Printing).pdf

City of Garden Grove

~

Consolidated Annual Performance

Evaluation Report (CAPER)

~

FY 2017-18

DRAFT – Available for Public Review from August 27, 2018 to September 11, 2018

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a) This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The Fiscal Year (FY) 2017 Consolidated Annual Performance Evaluation Report (CAPER) captures the expenditures, accomplishments, and progress made on the strategies and goals outlined in the approved FY 2015-2020 Consolidated Plan for HUD Programs (Con Plan).

The CAPER outlines achievements in affordable housing, homeless services, and community development programs. The City of Garden Grove's HUD Programs include:

• Community Development Block Grant (CDBG)
• HOME Investment Partnership (HOME)
• Emergency Solutions Grants (ESG)

The FY 2017 CAPER covers the time period starting July 1, 2017 to June 30, 2018 and is the third annual report of the Con Plan period. It also includes activities funded in previous fiscal years with accomplishments reported during FY 2017.

The City of Garden Grove has partnered with the Garden Grove Housing Authority and 8 non-profit service providers.

The Con Plan included the following high priority Goals that are the basis for the activities previously approved in the FY 2017 Action Plan:

1. Increase, improve and preserve affordable housing.
2. Promote new construction of affordable housing.
3. Provide rental assistance to alleviate cost burden.
4. Promote equal access to housing.
5. Promote programs to meet homeless needs.
6. Preserve and improve existing supportive services.
7. Address public facilities/infrastructure needs.
8. Promote economic development and employment.
9. Provide for necessary planning and administration.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Indicator	Unit of Measure	Expected Strategic Plan	Actual Strategic Plan	Percent Complete	Expected Program Year	Actual Program Year	Percent Complete
Address the Needs of Homeless and Those At-Risk	Homeless	Homeless Person Overnight Shelter	Persons Assisted	2500	1157	46.28%			
Address the Needs of Homeless and Those At-Risk	Homeless	Overnight/Emergency Shelter/Transitional Housing Beds added (Mercy House, Interval House, Thomas House)	Beds	0	0		184	150	81.52%
Address the Needs of Homeless and Those At-Risk	Homeless	Homelessness Prevention (Mercy House)	Persons Assisted	0	0		10	24	240.00%
Address the Needs of Homeless and Those At-Risk	Homeless	Housing for Homeless added (Interval House)	Household Housing Unit	0	0		15	10	66.67%

CAPER   3

Address the Needs of Homeless and Those At-Risk	Homeless	Other (City Net, Illumination Foundation)	Other	0	0		250	103	41.20%
Promote Economic Development and Employment	Non-Housing Community Development	Facade treatment/business building rehabilitation	Business	0	0		0	0	
Promote Economic Development and Employment	Non-Housing Community Development	Jobs created/retained	Jobs	1200	0	0.00%			
Promote Economic Development and Employment	Non-Housing Community Development	Businesses assisted (Small Business Assistance Loan Program)	Businesses Assisted	0	1		3	1	33.33%
Promote Equal Access to Housing	Affordable Housing Homeless Non-Homeless Special Needs	Public service activities for Low/Moderate Income Housing Benefit (Fair Housing Foundation)	Households Assisted	2500	2732	109.28%	737	679	92.13%

Provide Community Services	Non-Homeless Special Needs Non-Housing Community Development	Public service activities other than Low/Moderate Income Housing Benefit (Gang Suppression Unit)	Persons Assisted	3000	5794	193.13%	2300	2673	116.22%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Rental units constructed	Household Housing Unit	50	11	22.00%	10	0	0.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Rental units rehabilitated	Household Housing Unit	50	0	0.00%	10	0	0.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Homeowner Housing Rehabilitated (Senior Home Improvement Grant Program)	Household Housing Unit	42	32	76.19%	30	31	103.33%

CAPER 5

Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	20	53	265.00%	4	4	100.00%
Provide Decent and Affordable Housing	Affordable Housing Homeless Non-Homeless Special Needs	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	1000	233	23.30%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

CAPER 6

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During 2017-18, the City expended CDBG funds to meet the priority needs identified in the Consolidated Plan through the following actions:

1. Increase, improve and preserve affordable housing-

- The Senior Home Improvement Program assisted 31 low-income, senior Garden Grove residents with rehabilitating their homes.

2. Promote equal access to housing-

- The City of Garden Grove, in partnership with the Fair Housing Foundation, assisted 679 individuals with fair housing related issues.

3. Preserve and improve existing supportive services-

- The Garden Grove Police Department's Gang Suppression Unit (GSU) directly assisted 2,673 individuals through community meetings, gang-related arrests, cafe and cyber-cafe checks, probation and parole checks, and field interview cards.
- The H. Louis Lake Senior Center enrolled 547 new seniors into their programs.
- Community SeniorServ provided home-delivered and congragate meals to 206 new seniors.

4. Address public facilities/infrastructure needs-

- The Twintree/Buaro and Dorothy/Coleman/Stanrich Street Improvement Projects directly assisted 4,155 individuals.

5. Promote economic development and employment-

- The Small Business Assistance Program provided one Garden Grove business with a $25,000 loan in exchange for hiring four (4) low-income Garden Grove residents.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME	ESG
White	413	9	1,418
Black or African American	5	8	306
Asian	284	151	100
American Indian or American Native	3	0	296
Native Hawaiian or Other Pacific Islander	26	0	26
Total	**731**	**168**	**2,146**
Hispanic	99	0	894
Not Hispanic	632	168	1,518

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The City of Garden Grove identifies priority needs and offers services and programs to eligible households regardless of race or ethnicity. This table is generated by HUD CAPER template and the information reported reflects demographic information provided by participants in the HUD reporting system.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	1,996,072	1,497,129
HOME	HOME	1,832,429	1,270,595
ESG	ESG	173,899	169,354

Table 3 - Resources Made Available

Narrative

The CDBG, HOME, and ESG resources made available in FY 2017-18 included carryover funds from prior years.

During FY 2017-18, the City expended a total of $2,937,078.10 in HUD grant funds on activities previously approved in the FY 2017-18 Annual Action Plan.

- $1,499,639.42 in CDBG funds on administration, public services, capital projects, homewoner rehabilitation, and business assistance activities.
- $1,270,594.81 in HOME funds on administration, tenant based rental assistance, and the development of affordable housing.
- $169,354.18 in ESG funds on administration and homeless service activities.

HUD grant funds not expended during FY 2017-18 will be carried over and programmed in future Annual Action Plans.

Geographic Location - Narrative

Consistent with HUD goals for the CDBG, HOME, and ESG programs, the City utilized these funds for the benefit of low and moderate-income residents and neighborhoods.

The attached FY 2017-18 Action Plan Project Locations map (Attachment 2) shows the location of completed projects with specific addresses.

As identified on the Project Locations Map, several programs were made available to individuals from low or moderate-income households throughout the community, regardless of their place of residence, such as meal delivery to homebound seniors, H. Louis Lake Senior Center services, and services to the homeless.

HOME funds were used to assist 4 low-income households with rental assistance, as well as the

continued development of a 78-unit affordable housing project that will have its accomplishment data recorded in the FY 2018-19 CAPER.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City implemented activities and utilized CDBG funds consistent with the 2017-18 Annual Action Plan. The City secured and utilized HUD and leveraged funding consistently with that resource allocation plan. Throughout 2017-18, the City did not take any actions that hindered the implementation of the Consolidated Plan or Annual Action Plan.

Sub-recipients for FY 2017 CDBG funds were required to detail all secured and unsecured funding sources in the proposals. Each agency was asked to identify all project funding sources at the time of contract execution and again at project close out.

The HOME program requires a 25% match for each HOME dollar invested and excess match may be credited for use in future years. The total match credit arising from affordable housing bond proceeds may not constitute more than 25% of a PJ's total annual contribution toward its match obligation. Match credits in excess of 25% of a PJ's total annual match obligation may be carried over to subsequent fiscal years and be applied to future years' obligations. In March 1996, the City completed a HOME-eligible affordable housing project that was bond financed, and that exceeded the annual total match obligation of 25%. During FY 2017-18, the City did not complete any HOME-assisted projects. However, the City is in the process of developeing, and anticipates completing a 78-unit affordable housing project during FY 2018-19, for which the accomplishments and match ratio will be recorded in the FY 2018-19 CAPER.

The ESG program requires all subrecipients to provide a 100% match on grant funds.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	2,299,350
2. Match contributed during current Federal fiscal year	51,372
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	2,350,722
4. Match liability for current Federal fiscal year	205,486
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	2,145,235

Table 4 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
16/01/NON	03/28/1996	0	0	0	0	0	51,372	51,372

Table 5 – Match Contribution for the Federal Fiscal Year

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
40,897	24,832	40,897	0	24,832

Table 6 – Program Income

HOME MBE/WBE report – The City of Garden Grove did not execute a HOME Agreement during FY 2017-18

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 7 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

| | Total | Minority Property Owners | | | | White Non-Hispanic |
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 8 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

| Households Displaced | Total | Minority Property Enterprises | | | | White Non-Hispanic |
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 9 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	54	35
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**54**	**35**

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	4	4
Number of households supported through The Production of New Units	10	0
Number of households supported through Rehab of Existing Units	30	31
Number of households supported through Acquisition of Existing Units	10	0
Total	**54**	**35**

Table 11 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During FY 2016, the City enterered into an affordable housing agreement with Mariman and Co. for the acquisition and rehabilitation of a 78-unit apartment complex known as Sycamore Court. Per the Agreement, 7 of the 78 units are designated as HOME units. The anticipated completion of the Project during FY 2017-18 was delayed due to a fire. The project will be completed during FY 2018-19 and accomplishments will be included in the FY 2018-19 CAPER.

CAPER   14

Discuss how these outcomes will impact future annual action plans.

The City of Garden Grove is committed to providing high quality, affordable housing for its residents. The City is in constant contact with developers to produce affordable housing projects and, as funds become available, these projects will be included in future Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	31	4
Moderate-income	0	0
Total	**31**	**4**

Table 12 – Number of Households Served

Narrative Information

The Senior Home Improvement Program is designed to assist senior Garden Grove residents who qualify at or below the "low-income" limit, which is 80% of the Orange County median income. As shown in the above table, the City assisted 31 low-income seniors with funds to rehabilitate their homes.

During FY 2017-18, the City of Garden Grove utilized HOME funds to assist four (4) low income households with Tenant Based Rental Assistance (TBRA).

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through: Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

During FY 17-18, the City of Garden Grove was awarded $173,899 in Emergency Solution Grants (ESG) funds to address the issues of homelessness throughout the City. The funds were made available to various service providers offering different types of eligible homeless programs. The services included emergency shelters, essential services, homeless prevention, and homeless outreach.

The City of Garden Grove provided $10,000 to Illumination Foundation and another $15,000 to CityNet to support the street outreach program. The services provided through street outreach were directed towards deploying basic needs support to unsheltered individuals in Garden Grove. This activity created opportunities for subrecipients to informally engage and assess unsheltered individuals within their peer and community setting.

City staff focused the majority of resources to help service providers maintain emergency shelter operations for homeless individuals and families, provide essential services such as case management and career counseling, and support homeless prevention programs through rapid rehousing and transitional housing. Nonetheless, the City did provide $40,000 in funding to Interval House Crisis Shelter for emergency shelter and essential services, which included community outreach and education programs to individuals at risk of domestic violence. With the Garden Grove ESG funding for emergency shelter, Interval House was able to free up their nonfederal resources to provide homeless outreach services, homeless prevention education, and domestic violence safety outreach to the population at risk of homelessness, which included 1357 individuals in Garden Grove.

The City of Garden Grove Police Department's Special Resource Team (SRT), funded through the City's general fund, also implemented street outreach programs for the homeless. The SRT focused on providing resources to help reduce the number of homeless individuals as well as reducing the police responses involving the homeless and mentally ill. The Police Department also partnered up with Orange County Mental Health agencies to provide resource and assistance to homeless individuals that the SRT encounters. Other efforts by the SRT included relocating homeless occupants living in dangerous flood control channels. During the outreach and relocation process, the Department and its partnered agencies also provided resource assistance such as rehabilitation, shelters, career counseling, food pantries, and mental health services to the homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Of the $173,899 of ESG funds, the City allocated $104,339.40 for shelter operations, which included transitional housing, and $43,802 for rapid rehousing programs. These funds were distributed amongst 3 organizations, providing different levels of homeless/client programs including chronically homeless services, domestic violence, winter armory, child care, and rental assistance.

In FY 2017, 24 homeless residents received transitional housing through shelter programs from Thomas House Temporary Shelter, a subrecipient of the City's ESG funds. The residents received shelter and supportive services, such as childcare, counseling and transportation. The program also focused on self-sufficiency and prepared homeless residents for a transition to permanent housing.

The ESG funds also supported Interval House Crisis Shelter in maintaining its domestic violence shelter program. Over 78 victims of domestic violence and their children from Garden Grove were given emergency shelter and were provided support services which included a safe living environment in a confidential location. Case management was provided to ensure that the victims were rapidly rehoused in decent and affordable permanent housing. Over FY 2017, Interval House Crisis Shelter provided rapid rehousing services to 5 families (10 individuals).

The City's ESG funds were also used to support Mercy House Living Center operate its seasonal Armory. During the cold winter months, 1,150 homeless residents were provided with emergency shelter, hunger relief, hygiene, and personal care. 48 of these individuals were Garden Grove residents. In addition, Mercy House also provided 3585 bed nights to Garden Grove homeless residents as they waited for referrals to transitional or permanent housing through coordination with neighboring partners and the County's 24/7 referral helpline, OC 2-1-1.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The City of Garden Grove committed $7,500 in ESG funds for homeless prevention services. Mercy House Crisis Shelter assisted 24 families through their Homeless Prevention program, providing rental assistance and case management services to keep Garden Grove families from

becoming homeless. Other ESG subrecipient organizations such as Interval House have made great efforts to assist victims from becoming homeless after completion of temporary housing programs. Staff at Interval House conducts follow up case management for their domestic violence victims and or makes referrals to the Garden Grove's Housing Authority for section 8 vouchers for permanent housing.

In FY 2017, the Garden Grove Housing Authority worked with both Thomas House and Interval House in providing Section 8 vouchers to qualified residents coming from the shelter programs. Under the voucher program, individuals or families with a voucher are able to find and lease a unit and only have to pay a portion of the rent. The program further assists low-income individuals and families to avoid becoming homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In FY 2017, the City allocated $43,802 for the rapid rehousing program which was administered through Interval House Crisis Shelters. The program targeted victims of domestic violence and their children seeking emergency shelters while waiting for permanent housing. The program also provided security deposits and rental assistance payments directly to landlords on behalf of participants, housing stability case management, legal services for housing needs, and credit repair assistance. The services are designed to seamlessly transition clients into suitable and stable permanent housing.

Interval House's partners include over 40 landlords to provide housing as needed. The funds used for the rapid rehousing program in FY 2017 provided personal and financial assistance for 5 Garden Grove households (10 individuals). In addition, Interval House's emergency shelter program had 79% of participants moving into permanent housing upon exit and 70% of Rapid Re-housing participants exiting into permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Garden Grove has no units of Public Housing.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Garden Grove has no units of Public Housing.

Actions taken to provide assistance to troubled PHAs

The City of Garden Grove has no units of Public Housing.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

Market and governmental factors pose barriers to the provision of adequate and affordable housing. These factors tend to disproportionately impact lower- and moderate-income households due to their limited resources for absorbing the costs. Garden Grove works to remove barriers to affordable housing by implementing a Housing Element that is consistent with California law and taking actions to reduce costs or provide off-setting financial incentives to assist in the production of safe, high-quality, affordable housing. The City is committed to removing governmental constraints that hinder the production of housing, and offers a "one-stop" streamlined permitting process to facilitate efficient entitlement and building permit processing.

The City of Garden Grove has instituted additional actions aimed at reducing the impact of the public sector role in housing costs. City efforts to remove barriers to affordable housing include:

- Periodical analysis and revision of the zoning code aimed at developing flexible zoning provisions in support of providing an adequate supply of desirable housing, such as mixed use zoning standards and updates to the Housing Element
- Provision of affordable housing projects through acquisition and rehabilitation activities, and new construction of affordable housing units
- Establishing a streamlined service counter to reduce process time
- Density bonuses for affordable projects
- Continued assessment of existing policies, procedures, and fees to minimize unnecessary delays and expenses to housing projects

In addition, the City has updated its Analysis of Impediments to Fair Housing Choice (AI) report in coordination with other local jurisdictions. This report identifies any potential impediments to fair housing and establishes a Fair Housing Action Plan to outline steps to overcome any identified impediments.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The major obstacle to meeting underserved needs is the lack of adequate funding, especially for affordable housing activities. With the dissolution of redevelopment in California and reduced State and federal funding levels, the City's ability to address the extensive needs in the

community is seriously compromised. The City will strive to leverage available funds, to the greatest extent possible, to overcome obstacles in meeting underserved needs. The City has adopted its 2014-2021 Housing Element, which includes a commitment to annually pursue State, Federal, and other funding opportunities to increase the supply of safe, decent, affordable housing in Garden Grove for lower-income households (including extremely low-income households), such as seniors, disabled, the homeless, and those at risk of homelessness.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City has an aggressive policy to identify and address lead-based paint hazards in all HUD-funded housing rehabilitation projects. The City considers all housing rehabilitation an opportunity to address this hazard in case pregnant women or children might live in the house in the future. We, therefore, require lead paint testing for 100% of the City's HUD-funded residential rehabilitation programs where paint will be disturbed in properties built before 1978. Loan/grant recipients are required to obtain a lead-based paint inspection prior to commencement of work as well as a post-rehabilitation clearance test if the work disturbed areas where lead contamination had been found. Because the additional costs of lead hazard testing and remediation can be prohibitively expensive for low-income homeowners, the City uses CDBG funds to cover the costs of the lead paint inspection and, if necessary, any lead paint interim controls and lead clearance testing in conjunction with any CDBG-funded housing rehabilitation grants or loans. During FY 2017-18, the City funded thirtyone (31) lead-based paint inspections and one (1) clearance inspection in administration of the Senior Home Improvement Grant Program.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Garden Grove continues to look for ways to expand economic activities to include all people and provide programs to those people who are less fortunate. In the past, the City has focused on the creation of jobs for low- and moderate-income persons through economic development in the Harbor Boulevard area. Through the Consolidated Plan and associated Action Plans, the City seeks to create and retain permanent jobs that are available to and/or filled by low- and moderate-income people. In addition, other essential elements of the City's anti-poverty strategy include:

- Section 8 Housing Choice Voucher Program
- Housing Choice Voucher Family Self Sufficiency Program
- Economic Development programs
- Anti-crime programs
- Housing Rehabilitation programs

- Creation of Affordable Housing
- Transitional housing and homeless service programs

Through these programs, the City is working to reduce the number of families living below the poverty line. The goals and strategies contained in the Consolidated Plan for funding housing, community development, and community services activities often directly address poverty issues through provision of funding or services, or indirectly through the creation of jobs.

In addition, the City will annually allocate up to 15% of its CDBG funds to public service agencies that offer supportive services in an effort to reduce poverty.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Successful program implementation requires coordination, both internally and with outside agencies. The City makes changes, as needed, to its staff assignments to address the administrative, planning, and reporting needs of CDBG, HOME, and ESG funds. Project management improvements have included strengthened project eligibility review and staff training of regulatory compliance and procedures. The City of Garden Grove Neighborhood Improvement Division of the Community and Economic Development Department serves as the lead agency in administration and compliance of CDBG, HOME, and ESG programs and grant management. The Neighborhood Improvement Division coordinates activities related to CDBG, HOME, and ESG funds, including coordination of internal departments, outside agencies, and grant recipients.

The City's ongoing efforts in its institutional structure include strengthening project designs through negotiating stronger and more specific performance goals for project contracts. This includes ongoing education and technical assistance for program stakeholders including fellow City Departments implementing HUD-funded programs, outside contractors, the Neighborhood Improvement and Conservation Commission, the City Council, and the public in general regarding the overall objectives and eligible and ineligible uses of each of our HUD funds.

The City also amended the Citizen Participation Plan to make it more readable and to officially designate the City Council as the public hearing body, and worked closely with the Neighborhood Improvement and Conservation Commission to deepen their understanding of the CDBG, HOME, and ESG programs.

Capacity-building is another component in development of the City's institutional structure. In addition to in-house training and development of improved management systems, the City will continue to participate in all HUD training offered locally. To gather more information, build staff

knowledge, and seek regional solutions to regional problems, the City participates in regional efforts such as the Orange County Continuum of Care for the Homeless.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Housing, supportive services, and community development activities were delivered by a number of public agencies, nonprofit entities, and private organizations. The City of Garden Grove continued to function in a coordinating role between local non-profit service providers and other county, State, and federal organizations, as well as regional agencies and plans such as the Orange County Continuum of Care (CoC).

To enhance coordination, the City participated in regional planning groups and forums to foster collaboration with other agencies and organizations. Through collaboration, the City identified common goals and strategies to avoid overlaps in services and programs and identify potential for leveraging resources. The City also continued to work with a wide range of public and community social service agencies to meet and address the various needs of the community. The City also utilized the services of 211 Orange County, whose mission is to help people in the community find the help they need by eliminating the barriers to finding and accessing social services.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City of Garden Grove is required to undertake an analysis of impediments to fair housing that may be prevalent in the community, and to develop an action plan to address impediments. The City, in collaboration with other Orange County communities, participated in producing a five-year analysis of impediments to fair housing. The final product was the 2016-2020 Orange County Regional Analysis of Impediments to Fair Housing Choice (Regional AI). The following are the private sectors impediments:

- Housing Discrimination
- Discriminatory Advertising
- Denial of Reasonable Accommodation
- Hate Crimes
- Unfair Lending

During Fiscal Year 2017-18, the City of Garden Grove undertook several programs/actions (on its own or in cooperation with a fair housing provider) to overcome the impediments to fair housing

choices identified in the Regional AI. Garden Grove contracted with Fair Housing Foundation (FHF) to provide comprehensive educational and enforcement programs for City residents. The FHF understands the private sector and is well equipped to analyze impediments, describe appropriate actions, and to follow-through on those actions.

During FY 2017-18, the FHF assisted a total of 9,803 individuals with the following services:

1. Fair Housing Outreach and Education

During FY 2017-18, the FHF assisted 9,124 Garden Grove residents through the following actions:

- Hold Agency Meetings at various locations throughout the City
- Set up booths at various events throughout the City
- Distribute literature at various locations throughout the City (including flyers and press releases)
- Hold management trainings at City Hall
- Give presentations at various locations throughout the City
- Host landlord/tenant workshops at City Hall

2. General Housing Counseling & Resolution

During FY 2017-18, the FHF assisted 312 Garden Grove residents through the following actions:

- Responded to inquiries regarding general housing issues. In addition, FHF screens, inputs data, counsels, pursues habitability cases, provides unlawful detainer assistance, conducts mediations, and provides appropriate referrals.

3. Discrimination Services

During FY 2017-18, the FHF assisted 15 Garden Grove residents through the following actions:

- Responded to inquiries regarding discrimination, complaints, screening, and counseling.

4. Landlord/Tenant Services

During FY 2017-18, the FHF assisted 352 Garden Grove residents through the following actions:

- Respond to and assist in the mediation of disputes between landlords and tenants

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Although the City's HUD-funded activities and strategies have been very successfull, we strive for continued improvements in our housing, homelessness, neighborhood improvement, and public service priority needs, as well as our grant administration, compliance, and monitoring. During 2017-18, the City continued to improve its project, fiscal, and other administrative management systems to ensure compliance with CDBG, HOME, and ESG program and comprehensive planning requirements through the following measures and accomplishments:

The City's Community and Economic Development and Finance Departments worked together very intensively over the last six months to prepare for the FY 2017-18 CAPER and for the FY 2018-19 Annual Action Plan. Through several brainstorming meetings of managers and all staff from both teams and nearly daily problem-solving opportunities by staff, we have achieved comprehensive training of key staff in both departments on HUD program financial administration and using IDIS. Key Finance Department staff has recently changed over. Community and Economic Development staff has been working with the Finance staff to educate them on HUD requirements. This cooperation will improve the timeliness of HUD fund drawdowns, establish better procedures and schedules for aligning the City's general budget planning and the HUD Action Plan process, the City's general ledger and IDIS records, and for handling remaining funds at the end of the program year.

City Staff annually monitors all HOME funded projects in accordance with the City's Monitoring Plan for HOME Rental Projects and the HOME Final Rule.

In an effort to ensure up-to-date knowledge of HUD programs and policies, staff members invested over 50 hours in training, workshops, webinars or technical assistance sessions sponsored by HUD or by outside agencies but with direct relevance to HUD program implementation. Topics of the trainings included Financial Management, Analysis of Impediments, HMIS, IDIS, Sub-recipients management, CDBG and Environmental Training.

Citizen Participation Plan 91.105(d); 91.115(d) - Describe the efforts to provide citizens with

reasonable notice and an opportunity to comment on performance reports.

The City's effort to provide citizens with reasonable notice and an opportunity to comment on performance reported in the draft FY 2017-18 CAPER follows the process outlined in the Citizen Participation Plan.

As outlined in the Citizen Participation Plan, the draft CAPER is available online, with copies also available at Garden Grove City Hall and the Garden Grove Regional Library.

The 15 day public comment period for the FY 2017-18 CAPER was from August 27, 2018 through September 11, 2018. Notices of the Public Hearing were published in local English, Spanish and Vietnamese newspapers on August 24, 2018. The City held public hearings to receive public comments on the FY 2017-18 CAPER at the September 10, 2018 Neighborhood Improvement and Conservation Commission meeting and at the September 11, 2018 City Council meeting. All public comments received and the notices published are included in Attachment 1.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City of Garden Grove CDBG program did not have any significant changes to the Consolidated Plan goals.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During FY 2017-18, the Garden Grove Housing Authority (GGHA) conducted Housing Quality Standard (HQS) inspections of four (4) Tenant Based Rental Assistance units to determine compliance with HUD property standards. Additionally, the GGHA performed on-site inspections of four (4) HOME restricted units to determine compliance with HQS.

During the 2015 and 2016 program years, the Housing Authority conducted on-site property inspections of 33 HOME assisted units in 4 HOME assisted projects (Grove Park, Tamerlane, Thomas House, and Sunswept) in accordance with HUD monitoring requirements as outlined in the 2013 HOME Final Rule.

Additional on-site inspections of HOME assisted projects will be performed during FY 2018-19.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

All HOME funded affordable housing projects must adopt affirmative marketing procedures and submit the affirmative marketing plan to the City. During site visits, overall performance related to fair housing and non-discrimination is monitored to ensure fair housing compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

During FY 2017-18, the City of Garden Grove expended $40,897 in HOME Program Income to assist in the acquisition and rehabiliatation of a 78-unit apartment complex known as Sycamore Court. In exchange for the funds, the Sycamore Court project agreed to rent 7 units to households at or below 50% of the Area Median Income at "Low HOME" rents. To date, the project is 100% occupied by income eligible households at affordable rents. The completion of the Sycamore Court project was delayed due to a structure fire. The project will be completed during FY 2018-19 and accomplishment data will be recorded in the FY 2018-19 CAPER.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES

ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

Section 8 funds: The Garden Grove Housing Authority administers the Section 8 program for the City and provides rent subsidies to 2,337 Garden Grove households.

Density Bonus: The City of Garden Grove works with housing developers to assist in the development of affordable housing projects through the execution of Density Bonus Affordable Housing Agreements. The City currently monitors three (3) density bonus affordable housing projects totalling 15 affordable units.

Redevelopment Agency: The City of Garden Grove currently monitors 11 affordable housing projects totalling 640 affordable units previously assisted with former Redevelopment Agency funds.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	GARDEN GROVE
Organizational DUNS Number	009596495
EIN/TIN Number	956005848
Indentify the Field Office	LOS ANGELES
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	Santa Ana/Anaheim/Orange County CoC

ESG Contact Name

Prefix	Ms
First Name	Allison
Middle Name	D
Last Name	WILSON
Suffix	0
Title	Neighborhood Improvement Manager

ESG Contact Address

Street Address 1	11222 Acacia Parkway
Street Address 2	0
City	Garden Grove
State	CA
ZIP Code	92840-
Phone Number	7147415139
Extension	0
Fax Number	0
Email Address	allisonj@garden-grove.org

ESG Secondary Contact

Prefix	Mr
First Name	Tim
Last Name	Throne
Suffix	0
Title	Program Specialist

Phone Number	7147415144
Extension	0
Email Address	timothyt@ggcity.org

2. Reporting Period—All Recipients Complete

| Program Year Start Date | 07/01/2017 |
| Program Year End Date | 06/30/2018 |

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name: INTERVAL HOUSE
City: Long Beach
State: CA
Zip Code: 90803, 4221
DUNS Number: 113510176
Is subrecipient a victim services provider: Y
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 83802

Subrecipient or Contractor Name: MERCY HOUSE TRANSITIONAL LIVING CENTERS
City: Santa Ana
State: CA
Zip Code: 92702, 1905
DUNS Number: 879797165
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 17500

Subrecipient or Contractor Name: Illumination Foundation
City: Irvine
State: CA
Zip Code: 92606, 5124
DUNS Number: 829919047
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 10000

Subrecipient or Contractor Name: Thomas House Temporary Shelter
City: Garden Grove
State: CA
Zip Code: 92842, 2737
DUNS Number: 075396882
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 29339

Subrecipient or Contractor Name: 211 Orange County
City: Santa Ana
State: CA
Zip Code: 92705, 8520
DUNS Number: 884339003
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 5217

Subrecipient or Contractor Name: City Net
City: Long Beach
State: CA
Zip Code: 90807,
DUNS Number: 361759140
Is subrecipient a victim services provider: N
Subrecipient Organization Type: Other Non-Profit Organization
ESG Subgrant or Contract Award Amount: 15000

CR-65 - Persons Assisted – This Section has been replaced by the SAGE Report included as Attachment 3.

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units - Rehabbed	0
Number of New Units - Conversion	0
Total Number of bed-nights available	146,875
Total Number of bed-nights provided	86,936
Capacity Utilization	59.19%

Table 24 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

All subrecipients of ESG funds providing services were required to use homeless/client certification forms during the intake process to ensure all clients serviced were qualified and are residents of the City of Garden Grove. In addition, subrecipients were also required to submit completed quarterly reports for monitoring purposes. During the aforementioned process, City staff addressed concerns and/or discrepancies within the reports and made sure corrections were made at the early stages of the fiscal year. The capacity of utilization for shelter was approximately 59.19% (86,936 bed nights provided).

In addition, City staff consulted with the CoC and attended meetings with various County subcommittees to discuss issues, concerns, and best practices for meeting the needs of the homeless population. Staff also formed an OC Collaborative consisting of neighboring jurisdictions receiving ESG funds (Anaheim and Santa Ana) and have established a shared Request for Proposal (RFP) that was utilized to fund service providers for program years 2017 and 2018. The OC Collaborative created uniform ESG guidelines that is utilized amongst all service providers within the County. These guidelines include a homeless at risk assessment and a homeless certification form. Creating these guidelines helped promote a cohesive effort between the neighboring Cities in addressing homelessness and also assisted service providers stay compliant with HUD's regulations.

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2015	**2016**	**2017**
Expenditures for Rental Assistance	0	4,311	7,500
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	0	0	0
Expenditures for Housing Relocation & Stabilization Services - Services	0	0	0
Expenditures for Homeless Prevention under Emergency Shelter Grants Program	4,237	3,189	0
Subtotal Homelessness Prevention	**4,237**	**7,500**	**7,500**

Table 25 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2015	**2016**	**2017**
Expenditures for Rental Assistance	0	36,690	31,330
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance	39,855	4,170	3,982
Expenditures for Housing Relocation & Stabilization Services - Services	10,205	5,004	8,490
Expenditures for Homeless Assistance under Emergency Shelter Grants Program	0	0	0
Subtotal Rapid Re-Housing	**50,060**	**45,864**	**43,802**

Table 26 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2015	**2016**	**2017**
Essential Services	13,683	70,995	59,246
Operations	77,482	29,005	17,920
Renovation	0	0	0
Major Rehab	0	0	0
Conversion	0	0	0
Subtotal	**91,165**	**100,000**	**77,166**

Table 27 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2015	**2016**	**2017**
Street Outreach	0	0	22,627
HMIS	8,090	8,000	5,217
Administration	13,191	13,083	13,042

Table 28 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	**2015**	**2016**	**2017**
	166,743	174,447	169,354

Table 29 - Total ESG Funds Expended

11f. Match Source

	2015	2016	2017
Other Non-ESG HUD Funds	0	2,025	0
Other Federal Funds	8,090	7,500	0
State Government	19,038	126,245	85,471
Local Government	37,597	15,975	15,217
Private Funds	30,833	45,009	44,842
Other	39,765	30,000	15,000
Fees	10,082	0	0
Program Income	10,628	0	0
Total Match Amount	**156,033**	**226,754**	**160,530**

Table 30 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2015	2016	2017
	322,776	401,201	329,884

Table 31 - Total Amount of Funds Expended on ESG Activities

FY 2017-18 Action Plan Project Locations

LEGEND

CDBG - 80% OF COUNTY MEDIAN INCOME

Low Income Area Services
- Gang Suppression Unit

Confidential Locations
- Interval House Crisis Center

Specific Project Locations
1. Harbor Blvd Improvements (address TBD)
2. Dorothy/Coleman/Stanrich Street Imp.
3. Senior Center
4. Thomas House Temporary Shelter
5. Twintree/Buaro Street Improvements

Citywide Programs
- Senior Home Improvement Grant
- Community SeniorServ
- Fair Housing Foundation
- Mercy House
- OC 211
- Municipal Support Services
- Administration
- Tenant Based Rental Assistance
- Illumination Foundation
- City Net

GARDEN GROVE

CITY OF GARDEN GROVE
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
AUGUST 2016

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Attachment 3 – SAGE Report

HUD ESG CAPER 2017

Filters for this report	
Client ID	78895
Q4a record ID	
Submission ID	
Q4a record ID	
Submission ID	
Report executed on	8/20/2018 10:51:36 AM

Report Date Range

7/1/2017 to 6/30/2018

Q01a. Contact Information

First name	Timothy
Middle name	
Last name	Throne
Suffix	
Title	Program Specialist
Street Address 1	11222 Acacia Parkway
Street Address 2	
City	Garden Grove
State	California
ZIP Code	92840
E-mail Address	timothyt@ggcity.org
Phone Number	(714) 741-5144

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Extension	
Fax Number	

Q01b. Grant Information - ESG Information from IDIS

Fiscal Year	Grant Number	Authorized Amount	Total Drawn	Balance	Obligation Date	Expenditure Deadline
2017	E17MC060505	$173,899.00	$169,353.18	$4,545.82	9/22/2017	9/22/2019
2016	E16MC060505	$174,448.00	$174,447.60	$0.40	8/30/2016	8/30/2018
2015	E15MC060505	$175,880.00	$164,136.62	$11,743.38	8/19/2015	8/19/2017
2014	E14MC060505	$159,556.00	$159,556.00	$ -	8/13/2014	8/13/2016
2013	E13MC060505	$141,440.00	$141,439.63	$ 0.37	8/22/2013	8/22/2015
2012	E12MC060505	$202,955.00	$202,955.00	$ -	8/23/2012	8/23/2014
2011	E11MC060505	$177,883.00	$177,883.00	$ -	8/23/2012	8/23/2014

CAPER reporting includes funds used from fiscal year:	2017
Project types carried out during the program year:	
Enter the number of each type of projects funded through ESG during this program year.	
Street Outreach	2
Emergency Shelter	3
Transitional Housing (grandfathered under ES)	0
Day Shelter (funded under ES)	0
Rapid Re-Housing	1
Homelessness Prevention	1

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Q01c. Additional Information

HMIS	
Comparable Database	
Are 100% of the project(s) funded through ESG, which are allowed to use HMIS, entering data into HMIS?	Yes
Have all of the projects entered data into Sage via a CSV - CAPER Report upload?	Yes
Are 100% of the project(s) funded through ESG, which are allowed to use a comparable database, entering data into the comparable database?	Yes
Have all of the projects entered data into Sage via a CSV - CAPER Report upload?	Yes

Q04a: Project Identifiers in HMIS

Organization Name	Interval House
Organization ID	
Project Name	Emergency Shelter
Project ID	
HMIS Project Type	1
Method of Tracking ES	0
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	0

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Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	LU1Pf15VPW
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Emergency Shelter
Organization Name	City Net
Organization ID	55
Project Name	GG ESG Street Outreach
Project ID	133
HMIS Project Type	4
Method of Tracking ES	
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	
Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	IV2pqHSsoc
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Street Outreach
Organization Name	Interval House
Organization ID	

Project Name	Rapid Re-housing
Project ID	
HMIS Project Type	13
Method of Tracking ES	0
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	0
Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	puB8PLta50
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	PH - Rapid Re-Housing
Organization Name	Illumination Foundation
Organization ID	11
Project Name	CGG_ESG_Street Outreach
Project ID	120
HMIS Project Type	4
Method of Tracking ES	
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	

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Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	W3ROQMY9oL
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Street Outreach
Organization Name	Mercy House
Organization ID	12
Project Name	Armory_Emergency_Shelter
Project ID	55
HMIS Project Type	1
Method of Tracking ES	3
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	
Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	uawFZJa8cB
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Emergency Shelter
Organization Name	Mercy House
Organization ID	12

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Project Name	Garden Grove ESG HPP
Project ID	79
HMIS Project Type	12
Method of Tracking ES	
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	
Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	hRn1DKzhT7
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Homelessness Prevention
Organization Name	Thomas House
Organization ID	18
Project Name	Homeless Family Shelter #10
Project ID	123
HMIS Project Type	2
Method of Tracking ES	
Is the Services Only (HMIS Project Type 6) affiliated with a residential project?	

Identify the Project ID's of the Housing Projects this Project is Affiliated with	
CSV Exception?	No
Uploaded via emailed hyperlink?	Yes
Email unique ID record link	3GJx4YgaZb
Project name (user-specified)	ESG Garden Grove
Project type (user-specified)	Transitional Housing

Q05a: Report Validations Table

Total Number of Persons Served	2450
Number of Adults (Age 18 or Over)	2262
Number of Children (Under Age 18)	186
Number of Persons with Unknown Age	2
Number of Leavers	605
Number of Adult Leavers	486
Number of Adult and Head of Household Leavers	492
Number of Stayers	1845
Number of Adult Stayers	1776
Number of Veterans	201
Number of Chronically Homeless Persons	429
Number of Youth Under Age 25	168

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Number of Parenting Youth Under Age 25 with Children	3
Number of Adult Heads of Household	2234
Number of Child and Unknown-Age Heads of Household	19
Heads of Households and Adult Stayers in the Project 365 Days or More	3

Q06a: Data Quality: Personally Identifying Information (PII)

Data Element	Client Doesn't Know/ Refused	Information Missing	Data Issues	% of Error Rate
Name	0	0	6	0.00 %
Social Security Number	239	12	82	0.13 %
Date of Birth	0	2	3	0.00 %
Race	194	8	0	0.08 %
Ethnicity	30	8	0	0.01 %
Gender	0	8	0	0.00 %
Overall Score				0.20 %

Q06b: Data Quality: Universal Data Elements

	Error Count	% of Error Rate
Veteran Status	24	1.06 %
Project Start Date	0	0.00 %
Relationship to Head of Household	2	0.08 %
Client Location	0	0.00 %

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Disabling Condition	16	0.65 %

Q06c: Data Quality: Income and Housing Data Quality

	Error Count	% of Error Rate
Destination	434	71.74 %
Income and Sources at Start	21	0.93 %
Income and Sources at Annual Assessment	2	66.67 %
Income and Sources at Exit	1	0.20 %

Q06d: Data Quality: Chronic Homelessness

	Count of Total Records	Missing Timein Institution	Missing Timein Housing	Approximate Date Started DK/R/missing	Number of Times DK/R/missing	Number of Months DK/R/missing	% of Records Unable to Calculate
ES, SH, Street Outreach	2225	0	0	0	62	86	603.81
TH	33	0	1	0	0	0	81240.67
PH (All)	5	0	0	0	0	0	267511.4
Total	2263	0	0	0	0	0	0.05

Q06e: Data Quality: Timeliness

	Number of Project Entry Records	Number of ProjectExit Records
0 days	13	182
1-3 Days	1953	34
4-6 Days	155	12
7-10 Days	50	5
11+ Days	221	372

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Q06f: Data Quality: Inactive Records: Street Outreach & Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	1216	693	56.99 %
Bed Night (All Clients in ES - NBN)	1216	693	56.99 %

Q07a: Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	2262	2159	103	0	0
Children	186	0	169	17	0
Client Doesn't Know/ Client Refused	0	0	0	0	0
Data Not Collected	2	0	0	0	2
Total	2450	2159	272	17	2

Q08a: Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	2253	2158	76	17	2

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Q08b: Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	179	163	16	0	0
April	198	178	20	0	0
July	18	2	16	0	0
October	20	3	17	0	0

Q09a: Number of Persons Contacted

	All Persons Contacted	First contact – NOT staying on the Streets, ES, or SH	First contact – WAS staying on Streets, ES, or SH	First contact – Worker unable to determine
Once	1952	0	1952	0
2-5 Times	1	0	1	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	1953	0	1953	0

Q09b: Number of Persons Engaged

	All Persons Contacted	First contact – NOT staying on the Streets, ES, or SH	First contact – WAS staying on Streets, ES, or SH	First contact – Worker unable to determine
Once	1952	0	1952	0
2-5 Contacts	1	0	1	0
6-9 Contacts	0	0	0	0

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10+ Contacts	0	0	0	0
Total Persons Engaged	1953	0	1953	0
Rate of Engagement	3	0	3	0

Q10a: Gender of Adults

	Total	Without Children	With Children and Adults	Unknown Household Type
Male	1525	1500	25	0
Female	726	648	78	0
Trans Male (FTM or Female to Male)	3	3	0	0
Trans Female (MTF or Male to Female)	1	1	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0
Data Not Collected	7	7	0	0
Subtotal	2262	2159	103	0

Q10b: Gender of Children

	Total	With Children and Adults	With Only Children	Unknown Household Type
Male	83	77	6	0
Female	103	92	11	0
Trans Male (FTM or Female to Male)	0	0	0	0

Trans Female (MTF or Male to Female)	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0
Data Not Collected	0	0	0	0
Subtotal	186	169	17	0

Q10c: Gender of Persons Missing Age Information

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Male	1	0	0	0	1
Female	0	0	0	0	0
Trans Male (FTM or Female to Male)	0	0	0	0	0
Trans Female (MTF or Male to Female)	0	0	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected	1	0	0	0	1
Subtotal	2	0	0	0	2

Q10d: Gender by Age Ranges

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	Total	Under Age 18	Age 18-24	Age 25-61	Age 62+	Client Doesn't Know/ Client Refused	Data Not Collected
Male	1609	83	130	1246	149	0	1
Female	829	103	46	612	68	0	0
Trans Female (MTF or Male to Female)	3	0	0	3	0	0	0
Trans Male (FTM or Female to Male)	1	0	0	1	0	0	0
Gender Non-Conforming (i.e. not exclusively male or female)	0	0	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0	0	0
Data Not Collected	8	0	1	5	1	0	1
Subtotal	2450	186	177	1867	218	0	2

Q11: Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	52	0	40	12	0
5 - 12	101	0	97	4	0
13 - 17	33	0	32	1	0
18 - 24	177	166	11	0	0
25 - 34	464	431	33	0	0
35 - 44	468	428	40	0	0
45 - 54	587	572	15	0	0
55 - 61	348	345	3	0	0
62+	218	217	1	0	0

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	Total				
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected	2	0	0	0	2
Total	2450	2159	272	17	2

Q12a: Race

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
White	1418	1226	179	12	1
Black or African American	306	276	28	2	0
Asian	100	71	29	0	0
American Indian or Alaska Native	296	286	9	1	0
Native Hawaiian or Other Pacific Islander	26	23	3	0	0
Multiple Races	102	90	10	2	0
Client Doesn't Know/Client Refused	194	180	14	0	0
Data Not Collected	8	7	0	0	1
Total	2450	2159	272	17	2

Q12b: Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Non-Hispanic/Non-Latino	1518	1407	100	10	1
Hispanic/Latino	894	716	171	7	0
Client Doesn't Know/Client Refused	30	29	1	0	0
Data Not Collected	8	7	0	0	1

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Total	2450	2159	272	17	2

Q13a1: Physical and Mental Health Conditions at Start

	Total Persons	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Problem	822	814	8	0	0
Alcohol Abuse	149	149	0	0	0
Drug Abuse	143	143	0	0	0
Both Alcohol and Drug Abuse	131	131	0	0	0
Chronic Health Condition	729	716	11	2	0
HIV/AIDS	45	45	0	0	0
Developmental Disability	414	402	10	2	0
Physical Disability	670	664	6	0	0

Q13b1: Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Problem	151	151	0	0	0
Alcohol Abuse	30	29	1	0	0
Drug Abuse	26	26	0	0	0
Both Alcohol and Drug Abuse	27	27	0	0	0
Chronic Health Condition	150	144	4	2	0
HIV/AIDS	11	11	0	0	0
Developmental Disability	81	81	0	0	0
Physical Disability	147	145	2	0	0

Q13c1: Physical and Mental Health Conditions for Stayers

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	Total Persons	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Mental Health Problem	669	662	7	0	0
Alcohol Abuse	120	120	0	0	0
Drug Abuse	117	117	0	0	0
Both Alcohol and Drug Abuse	104	104	0	0	0
Chronic Health Condition	579	572	7	0	0
HIV/AIDS	34	34	0	0	0
Developmental Disability	333	321	10	2	0
Physical Disability	522	519	3	0	0

Q14a: Domestic Violence History

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	535	497	37	1	0
No	1687	1625	47	15	0
Client Doesn't Know/Client Refused	27	25	1	1	0
Data Not Collected	32	12	18	0	2
Total	2281	2159	103	17	2

Q14b: Persons Fleeing Domestic Violence

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	162	128	33	1	0
No	345	341	4	0	0

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	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Client Doesn't Know/Client Refused	28	28	0	0	0
Data Not Collected	0	0	0	0	0
Total	535	497	37	1	0

Q15: Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	222	204	16	2	0
Transitional housing for homeless persons (including homeless youth)	4	2	2	0	0
Place not meant for habitation	1773	1703	57	11	2
Safe Haven	95	92	0	3	0
Interim Housing	7	7	0	0	0
Subtotal	2101	2008	75	16	2
Institutional Settings	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	39	39	0	0	0
Jail, prison or juvenile detention facility	6	6	0	0	0
Foster care home or foster care group home	0	0	0	0	0

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Long-term care facility or nursing home	1	1	0	0	0
Residential project or halfway house with no homeless criteria	1	1	0	0	0
Subtotal	47	47	0	0	0
Other Locations	0	0	0	0	0
Permanent housing (other than RRH) for formerly homeless persons	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, no ongoing housing subsidy	18	1	17	0	0
Rental by client, with VASH subsidy	1	1	0	0	0
Rental by client with GPD TIP subsidy	0	0	0	0	0
Rental by client, with other housing subsidy (including RRH)	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	31	29	2	0	0
Staying or living in a friend's room, apartment or house	35	30	5	0	0
Staying or living in a family member's room, apartment or house	25	21	3	1	0
Client Doesn't Know/Client Refused	18	18	0	0	0
Data Not Collected	5	4	1	0	0

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Subtotal	133	104	28	1	0
Total	2281	2159	103	17	2

Q20a: Type of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest AnnualAssessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutritional Assistance Program	951	0	221
WIC	10	0	7
TANF Child Care Services	8	1	4
TANF Transportation Services	9	0	7
Other TANF-Funded Services	7	0	7
Other Source	1	0	0

Q21: Health Insurance

	At Start	At Annual Assessmentfor Stayers	At Exit for Leavers
Medicaid	91	1	71
Medicare	186	0	40
State Children's Health Insurance Program	55	0	37
VA Medical Services	36	0	10
Employer Provided Health Insurance	11	0	9
Health Insurance Through COBRA	0	0	0

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Private Pay Health Insurance	45	0	12
State Health Insurance for Adults	1391	0	318
Indian Health Services Program	1	0	0
Other	30	0	7
No Health Insurance	682	0	118
Client Doesn't Know/Client Refused	13	0	2
Data Not Collected	17	4	0
Number of Stayers Not Yet Required to Have an Annual Assessment	0	1840	0
1 Source of Health Insurance	1643	1	472
More than 1 Source of Health Insurance	105	0	19

Q22a2: Length of Participation – ESG Projects

	Total	Leavers	Stayers
0 to 7 days	1280	298	982
8 to 14 days	278	54	224
15 to 21 days	140	26	114
22 to 30 days	152	56	96
31 to 60 days	245	56	189
61 to 90 days	129	41	88
91 to 180 days	144	31	113
181 to 365 days	48	14	34
366 to 730 days (1-2 Yrs)	34	29	5
731 to 1,095 days (2-3 Yrs)	0	0	0
1,096 to 1,460 days (3-4 Yrs)	0	0	0
1,461 to 1,825 days (4-5 Yrs)	0	0	0
More than 1,825 days (> 5 Yrs)	0	0	0

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Data Not Collected	0	0	0
Total	2450	605	1845

Q22c: RRH Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	7	0	7	0	0
8 to 14 days	1	1	0	0	0
15 to 21 days	2	2	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 days (1-2 Yrs)	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	10	3	7	0	0

Q22d: Length of Participation by Household Type

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	1280	1220	46	14	0
8 to 14 days	278	260	18	0	0
15 to 21 days	140	129	9	2	0
22 to 30 days	152	113	38	1	0
31 to 60 days	245	205	38	0	2
61 to 90 days	129	89	40	0	0
91 to 180 days	144	126	18	0	0
181 to 365 days	48	17	31	0	0

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366 to 730 days (1-2 Yrs)	34	0	34	0	0
731 to 1,095 days (2-3 Yrs)	0	0	0	0	0
1,096 to 1,460 days (3-4 Yrs)	0	0	0	0	0
1,461 to 1,825 days (4-5 Yrs)	0	0	0	0	0
More than 1,825 days (> 5 Yrs)	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	2450	2159	272	17	2

Q23a: Exit Destination – More Than 90 Days

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with VASH housing subsidy	0	0	0	0	0
Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0	0
Permanent housing (other than RRH) for formerly homeless persons	0	0	0	0	0

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Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Rental by client, with RRH or equivalent subsidy	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Destinations	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g. room, apartment or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	0	0	0	0	0
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Safe Haven	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Subtotal	0	0	0	0	0

CAPER 63

Institutional Settings	0	0	0	0	0
Foster care home or group foster care home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Subtotal	0	0	0	0	0
Other Destinations	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Deceased	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected (no exit interview completed)	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	0	0	0	0	0
Total persons exiting to positive housing destinations	0	0	0	0	0
Total persons whose destinations excluded them from the calculation	0	0	0	0	0
Percentage	--	--	--	--	--

Q23b: Exit Destination – 90 Days or Less

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Permanent Destinations	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with VASH housing subsidy	0	0	0	0	0
Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	7	0	7	0	0
Permanent housing (other than RRH) for formerly homeless persons	0	0	0	0	0
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Rental by client, with RRH or equivalent subsidy	0	0	0	0	0
Subtotal	7	0	7	0	0

CAPER 65

Temporary Destinations	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g. room, apartment or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	0	0	0	0	0
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Safe Haven	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Subtotal	0	0	0	0	0
Institutional Settings	0	0	0	0	0
Foster care home or group foster care home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0

CAPER 66

Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Subtotal	0	0	0	0	0
Other Destinations	0	0	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Deceased	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected (no exit interview completed)	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	7	0	7	0	0
Total persons exiting to positive housing destinations	7	0	7	0	0
Total persons whose destinations excluded them from the calculation	0	0	0	0	0
Percentage	100.00 %	--	100.00 %	--	--

Q23c: Exit Destination – All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type

Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Rental by client, no ongoing housing subsidy	74	0	74	0	0
Rental by client, with VASH housing subsidy	0	0	0	0	0
Rental by client, with GPD TIP housing subsidy	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	42	3	39	0	0
Permanent housing (other than RRH) for formerly homeless persons	0	0	0	0	0
Staying or living with family, permanent tenure	11	1	10	0	0
Staying or living with friends, permanent tenure	3	0	3	0	0
Rental by client, with RRH or equivalent subsidy	0	0	0	0	0
Subtotal	130	4	126	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher	7	1	6	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0

CAPER 68

Transitional housing for homeless persons (including homeless youth)	4	0	4	0	0
Staying or living with family, temporary tenure (e.g. room, apartment or house)	5	0	5	0	0
Staying or living with friends, temporary tenure (e.g. room, apartment or house)	0	0	0	0	0
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	12	0	12	0	0
Safe Haven	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	6	0	6	0	0
Subtotal	34	1	33	0	0
Foster care home or group foster care home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Subtotal	0	0	0	0	0

CAPER 69

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Deceased	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Client Refused	0	0	0	0	0
Data Not Collected (no exit interview completed)	434	417	11	6	0
Subtotal	434	417	11	6	0
Total	598	422	170	6	0
Total persons exiting to positive housing destinations	107	5	102	0	0
Total persons whose destinations excluded them from the calculation	0	0	0	0	0

Q24: Homelessness Prevention Housing Assessment at Exit

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Able to maintain the housing they had at project start--Without a subsidy	24	0	24	0	0
Able to maintain the housing they had at project start--With the subsidy they had at project start	0	0	0	0	0
Able to maintain the housing they had at project start--With an on-going subsidy acquired since project start	0	0	0	0	0

CAPER 70

	Total	Without Children	With Children and Adults	Unknown Household Type	
Able to maintain the housing they had at project start--Only with financial assistance other than a subsidy	0	0	0	0	0
Moved to new housing unit-- With on-going subsidy	0	0	0	0	0
Moved to new housing unit-- Without an on-going subsidy	0	0	0	0	0
Moved in with family/friends on a temporary basis	0	0	0	0	0
Moved in with family/friends on a permanent basis	0	0	0	0	0
Moved to a transitional or temporary housing facility or program	0	0	0	0	0
Client became homeless – moving to a shelter or other place unfit for human habitation	0	0	0	0	0
Client went to jail/prison	0	0	0	0	0
Client died	0	0	0	0	0
Client doesn't know/Client refused	0	0	0	0	0
Data not collected (no exit interview completed)	0	0	0	0	0
Total	24	0	24	0	0

Q25a: Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type

CAPER

Chronically Homeless Veteran	42	42	0	0
Non-Chronically Homeless Veteran	159	159	0	0
Not a Veteran	2037	1935	102	0
Client Doesn't Know/Client Refused	17	16	1	0
Data Not Collected	7	7	0	0
Total	2262	2159	103	0

Q26b: Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	429	423	6	0	0
Not Chronically Homeless	1985	1702	266	17	0
Client Doesn't Know/Client Refused	23	23	0	0	0
Data Not Collected	13	11	0	0	2
Total	2450	2159	272	17	2

CAPER   72

Attachment 4 - PR-26 CDBG Financial Report

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	PR26 - CDBG Financial Summary Report		
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PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	0.00
02 ENTITLEMENT GRANT	1,874,072.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,874,072.00

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,167,855.83
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,167,855.83
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	329,273.28
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,497,129.11
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	376,942.89

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,167,855.83
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,167,855.83
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	281,053.67
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	281,053.67
32 ENTITLEMENT GRANT	1,874,072.00
33 PRIOR YEAR PROGRAM INCOME	0.00
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	1,874,072.00
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	15.00%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	329,273.28
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	329,273.28
42 ENTITLEMENT GRANT	1,874,072.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	1,874,072.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	17.57%

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LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

Report returned no data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

Report returned no data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	11	653	6110331	CDBG Twintree/Buaro Street Rehabilitation	03K	LMA	$459,695.72
2017	11	653	6118805	CDBG Twintree/Buaro Street Rehabilitation	03K	LMA	$74,094.48
2017	11	653	6155921	CDBG Twintree/Buaro Street Rehabilitation	03K	LMA	$2,550.00
2017	12	654	6110331	CDBG Coleman/Dorothy/Stanrich Street Rehabilitation	03K	LMA	$176,892.22
					03K	Matrix Code	$713,232.42
2017	4	648	6110331	CDBG Gang Suppression Unit	05Z	LMA	$45,691.96
2017	4	648	6118805	CDBG Gang Suppression Unit	05Z	LMA	$24,494.92
2017	4	648	6155921	CDBG Gang Suppression Unit	05Z	LMA	$39,797.12
2017	5	649	6110331	CDBG Senior Center	05Z	LMC	$78,519.61
2017	5	649	6118805	CDBG Senior Center	05Z	LMC	$36,432.72
2017	5	649	6155921	CDBG Senior Center	05Z	LMC	$35,283.66
2017	5	649	6179997	CDBG Senior Center	05Z	LMC	$833.68
2017	6	650	6110331	CDBG Community SeniorServ	05Z	LMC	$10,000.00
2017	6	650	6155921	CDBG Community SeniorServ	05Z	LMC	$5,000.00
2017	6	650	6179997	CDBG Community SeniorServ	05Z	LMC	$5,000.00
					05Z	Matrix Code	$281,053.67
2017	9	651	6110331	CDBG Senior Home Improvement Grants	14A	LMH	$52,418.74
2017	9	651	6118805	CDBG Senior Home Improvement Grants	14A	LMH	$19,510.00
2017	9	651	6155921	CDBG Senior Home Improvement Grants	14A	LMH	$47,931.00
2017	9	651	6179997	CDBG Senior Home Improvement Grants	14A	LMH	$28,700.00
					14A	Matrix Code	$148,559.74
2017	14	655	6118805	CDBG Small Business Assistance Loan	18A	LMJ	$25,000.00
2017	14	655	6179997	CDBG Small Business Assistance Loan	18A	LMJ	$10.00
					18A	Matrix Code	$25,010.00
Total							$1,167,855.83

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	4	648	6110331	CDBG Gang Suppression Unit	05Z	LMA	$45,691.96
2017	4	648	6118805	CDBG Gang Suppression Unit	05Z	LMA	$24,494.92
2017	4	648	6155921	CDBG Gang Suppression Unit	05Z	LMA	$39,797.12
2017	5	649	6110331	CDBG Senior Center	05Z	LMC	$78,519.61
2017	5	649	6118805	CDBG Senior Center	05Z	LMC	$36,432.72
2017	5	649	6155921	CDBG Senior Center	05Z	LMC	$35,283.66
2017	5	649	6179997	CDBG Senior Center	05Z	LMC	$833.68
2017	6	650	6110331	CDBG Community SeniorServ	05Z	LMC	$10,000.00
2017	6	650	6155921	CDBG Community SeniorServ	05Z	LMC	$5,000.00
2017	6	650	6179997	CDBG Community SeniorServ	05Z	LMC	$5,000.00
					05Z	Matrix Code	$281,053.67
Total							$281,053.67

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

CAPER 74

Office of Community Planning and Development
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Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2017	1	637	6110331	CDBG Program Administration	21A		$82,874.23
2017	1	637	6118805	CDBG Program Administration	21A		$45,544.21
2017	1	637	6155921	CDBG Program Administration	21A		$91,186.15
2017	1	637	6179997	CDBG Program Administration	21A		$50,939.73
					21A	Matrix Code	$270,544.32
2017	2	638	6110335	CDBG Municipal Support Services	21B		$7,932.32
2017	2	638	6118805	CDBG Municipal Support Services	21B		$3,966.16
2017	2	638	6155921	CDBG Municipal Support Services	21B		$7,932.32
2017	2	638	6179997	CDBG Municipal Support Services	21B		$3,966.16
					21B	Matrix Code	$23,796.96
2017	3	639	6110335	CDBG Fair Housing Foundation	21D		$11,415.42
2017	3	639	6118805	CDBG Fair Housing Foundation	21D		$4,076.75
2017	3	639	6155921	CDBG Fair Housing Foundation	21D		$13,007.04
2017	3	639	6179997	CDBG Fair Housing Foundation	21D		$6,432.79
					21D	Matrix Code	$34,932.00
Total							$329,273.28

CAPER 75

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving the issuance of bonds by the Golden State Finance Authority (GSFA) as conduit financing for the Sungrove Senior Apartments project located at 12811 Garden Grove Boulevard, Garden Grove. (*Action Item*)	Date:	9/11/2018

OBJECTIVE

The purpose of this report is to request the City Council conduct a Public Hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code"), regarding the adoption of a resolution approving the issuance of the Bonds by the GSFA for the benefit of Sungrove Garden Grove AR, L.P., a California limited partnership (the "Borrower"). This Public Hearing and resolution are solely for the purposes of satisfying the requirements of TEFRA, the Code, and the California Government Code Section 6500 (and following).

BACKGROUND

The Borrower has requested that the GSFA serve as the municipal issuer to adopt a plan of financing providing for the issuance of one or more series of revenue bonds issued in an aggregate principal amount not to exceed $11,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a senior multifamily rental housing project of up to 82-units located at 12811 Garden Grove Boulevard, Garden Grove, California, generally known as Sungrove Senior Apartments (the "Project") and operated by Western National Property Management.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Garden Grove must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the

governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

DISCUSSION

The GSFA is authorized, pursuant to the provisions of California Government Code Section 6500 *et seq.* and the terms of the Amended and Restated Joint Exercise of Powers Agreement, originally dated as of July 1, 1993, and as thereafter from time to time amended and restated, among certain local agencies throughout the State of California (the "Agreement"), including the City, to issue its revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the acquisition, rehabilitation and equipping of multifamily rental housing for persons and families of low or moderate income.

The Bonds to be issued by the GSFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

FINANCIAL IMPACT

The City's membership in the Authority bears with it no cost or other financing obligation, but serves as a public acknowledgement by the host jurisdiction of the project financing.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing, accept and consider comments and any oral and written testimony regarding the adoption of the Resolution approving the issuance of the bonds by GSFA; and

- Adopt the attached Resolution to approve the issuance of the Bonds by the GSFA.

By: Nate Robbins, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution TEFRA	9/6/2018	Resolution	9-11-18_CC_TEFRA_Resolution.doc

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING FOR PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE
CODE OF 1986 THE ISSUANCE OF SENIOR HOUSING REVENUE BONDS BY THE
GOLDEN STATE FINANCE AUTHORITY TO FINANCE THE ACQUISITION,
REHABILITATION AND EQUIPPING OF A SENIOR RENTAL HOUSING PROJECT
LOCATED WITHIN THE CITY OF GARDEN GROVE

WHEREAS, City of Garden Grove (the "City") is an associate member of the Golden State Finance Authority, a joint powers authority organized and existing under the laws of the State of California (the "Authority");

WHEREAS, the Authority is authorized, pursuant to the provisions of California Government Code Section 6500 *et seq.* and the terms of the Amended and Restated Joint Exercise of Powers Agreement, originally dated as of July 1, 1993, and as thereafter from time to time amended and restated, among certain local agencies throughout the State of California (the "Agreement"), including the City, to issue its revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of California Health and Safety Code for the purpose of providing financing for the acquisition, rehabilitation and equipping of multifamily rental housing for persons and families of low or moderate income;

WHEREAS, Sungrove Garden Grove AR, L.P., a California limited partnership (the "Borrower"), has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed $11,000,000 (the "Bonds") and lend the proceeds of the Bonds to the Borrower or related entities for the purpose of financing the costs of acquisition, rehabilitation and equipping of an 82-unit senior rental housing project located at 12811 Garden Grove Boulevard, Garden Grove, California 92843, Orange County, generally known as Sungrove Senior Apartments (the "Project");

WHEREAS, the Project is located wholly within the City;

WHEREAS, the interest on the Bonds may qualify for a federal tax exemption under Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code"), only if the Bonds are approved in accordance with Section 147(f) of the Code;

WHEREAS, the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City;

WHEREAS, the City Council of the City is the elected legislative body of the City and is an "applicable elected representative" with respect to the approval of the issuance of the Bonds under Section 147(f) of the Code;

WHEREAS, the Authority has requested that the City Council approve the issuance of Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code;

WHEREAS, pursuant to Section 147(f) of the Code, the Authority caused a notice to appear in the Orange County News (OCN), which is a newspaper of general circulation in the City, on August 24, 2018, to the effect that a Public Hearing would be held with respect to the Project on September 11, 2018, regarding the issuance of the Bonds; and

WHEREAS, the City Council held said Public Hearing on such date, at which time an opportunity was provided to present arguments both for and against the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove, as follows:

1. The recitals hereinabove set forth are true and correct, and this City Council so finds.

2. Pursuant to and solely for purposes of Section 147(f) of the Code, the City Council hereby approves the issuance of the Bonds by the Authority in one or more series to: (i) finance the Project, and (ii) reimburse the Borrower, solely from the proceeds of the Bonds, for certain costs of the Project incurred no more than 60 days prior to the date of the adoption of this Resolution. It is intended that this Resolution constitute approval of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located in accordance with: (i) said Section 147(f) of the Code; and (ii) Section 6 of the Agreement.

3. The payment of the principal, prepayment premium, if any, and purchase price of and interest on the Bonds shall be solely the responsibility of the Borrower. The Bonds shall not constitute a debt or obligation of the City.

4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or rehabilitate the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the rehabilitation or operating of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

5. The Mayor and other officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable

in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby.

      6.   The City Clerk is hereby directed to forward a certified copy of this Resolution to the Bond Counsel for the Bonds, addressed as follows:

        Kathryn P. Peters, Esq.
        Kutak Rock LLP
        2300 Main St., Suite 800
        Kansas City, MO 64108

      7.   This Resolution shall take effect immediately upon its passage and adoption.

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City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Appointment to the Downtown Commission. (*Action Item*)	Date:	9/11/2018

OBJECTIVE

For the Mayor to appoint and the City Council to approve a Downtown Commissioner.

BACKGROUND

A vacancy notice for the Downtown Commission was published following the resignation of Andrew Halberstadt, a tenant representative, from the former Main Street Commission, renamed the Downtown Commission. The City Clerk's Office has since received applications from the following people who are owners and/or tenants within Main Street Assessment District No. 1: James Schierberl, John Wietor, and Angel Zaragoza.

DISCUSSION

Pursuant to Municipal Code Section 2.32.020, the Downtown Commission shall consist of seven members. The membership shall consist of at least six property owner(s) and/or tenant(s) of business(es) within the Main Street Assessment District No. 1. One member may be a member-at-large.

FINANCIAL IMPACT

There is no financial impact with this action.

RECOMMENDATION

Pursuant to Municipal Code Section 2.32.030 and Government Code Section 40605, members of the Downtown Commission shall be appointed by the Mayor, subject to approval by the City Council.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of the Grant Agreement for participation in the 2018-2019 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) to implement DUI/CDL checkpoints and Selective Traffic Enforcement Operations. (Grant Funding: $300,000)(*Action Item*)	Date:	9/11/2018

OBJECTIVE

To obtain City Council approval to participate in a Traffic Safety Grant Program through the California Office of Traffic Safety (OTS). Through the proposed grant the City is eligible to receive is $300,000 in federal funds to implement DUI/CDL Checkpoints and Selective Traffic Enforcement Operations.

BACKGROUND

The California Office of Traffic Safety awards grants to local law enforcement agencies through the University of California Berkeley Traffic Safety Center (TSC). These one-year grants begin October 1, 2018, and end September 30, 2019. The Garden Grove Police Department has applied for and received similar grants dating back to 1996.

DISCUSSION

The grant that was applied for this year focuses on the reduction of persons killed and injured in alcohol-involved crashes by using "best practice" strategies. These strategies include driving under the influence (DUI)/Driver's License checkpoints, DUI Saturation Patrols, Warrant Service Operations, Stakeout Operations, a "Hot Sheet" program, Educational Presentations, and Court Stings. The Police and Finance departments will be responsible for providing the necessary reporting to fulfill the goals and objectives of the grant.

FINANCIAL IMPACT

There is no impact to the general fund. The total amount for the 2018-2019 grant will be $300,000. There is no requirement to hire additional personnel, and there are no out of pocket expenses. There is neither cost nor income to the City based upon participation in this grant.

RECOMMENDATION

It is recommended that the City Council:

- Authorize participation in the Selective Traffic Enforcement Program (STEP);

- Accept the Office of Traffic Safety Grant funds in the amount of $300,000;

- Authorize the Finance Director and City Manager to execute the grant agreement on behalf of the City; and

- Allocate these grant monies to fund Selective Traffic Enforcement Operations.

By: Ron Reyes, Police Officer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Grant Agreement	8/21/2018	Backup Material	Grant_Agreement_-_PT19041_(3).pdf

1. GRANT TITLE **Selective Traffic Enforcement Program (STEP)**	
2. NAME OF AGENCY **Garden Grove**	**3. Grant Period**
4. AGENCY UNIT TO ADMINISTER GRANT **Garden Grove Police Department**	From: 10/01/2018 To: 09/30/2019

5. GRANT DESCRIPTION

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary collision factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian collisions, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $300,000.00

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:
- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto.

These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

8. Approval Signatures

A. GRANT DIRECTOR	B. AUTHORIZING OFFICIAL OF AGENCY

NAME: Ron Reyes PHONE: (714) 741-5226
TITLE: Police Officer FAX: (714) 741-5765
ADDRESS: 11301 Acacia Parkway
  Garden Grove, CA 92840
EMAIL: ronr@ggpd.org
	NAME: Scott Stiles PHONE: 714-741-5100
	TITLE: City Manager FAX: 714-741-5765
	ADDRESS: 11222 Acacia Parkway
	  Garden Grove, CA 92840
	EMAIL: sstiles@ci.garden-grove.ca.us

(Signature) *(Date)*	*(Signature)* *(Date)*
C. FISCAL OR ACCOUNTING OFFICAL	D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY

NAME: Kingsley Okereke PHONE: 714-741-5060
TITLE: Assistant City FAX:
  Manager/Finance Director
ADDRESS: 11222 Acacia Parkway
  Garden Grove, CA 92840
EMAIL: kingsley@ggcity.org
	NAME: Rhonda L. Craft PHONE: (916) 509-3030
	TITLE: Director FAX: (916) 509-3055
	ADDRESS: 2208 Kausen Drive, Suite 300
	  Elk Grove, CA 95758
	EMAIL: rhonda.craft@ots.ca.gov

(Signature) *(Date)*	*(Signature)* *(Date)*

E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY	**9. DUNS INFORMATION**
NAME: Carolyn Vu ADDRESS: 2208 Kausen Drive, Suite 300 Elk Grove, CA 95758	DUNS #: 838134872
	REGISTERED ADDRESS: 11301 Acacia Parkway
	CITY: Garden Grove ZIP+4: 92840-5857

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
164-AL-19	20.608	0521-0890-101	2018	2018	29/18	$150,000.00
402PT-19	20.600	0521-0890-101	2018	2018	29/18	$150,000.00

	AGREEMENT TOTAL	**$300,000.00**
	AMOUNT ENCUMBERED BY THIS DOCUMENT $300,000.00	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**	
OTS ACCOUNTING OFFICER'S SIGNATURE ✍	DATE SIGNED	TOTAL AMOUNT ENCUMBERED TO DATE **$300,000.00**

1. PROBLEM STATEMENT

In the City of Garden Grove, we have had 37 fatal traffic collisions since the beginning of 2014. Of those fatalities 13 of them have involved impaired drivers, as well as over 300 other injury collisions involving impaired drivers. The negative effects of drinking and driving have struck our community on several occasions and the Garden Grove Police Department is committed to using all resources available to combat the problem. The City of Garden Grove has taken a zero tolerance approach towards drunk/impaired driving over the four year period of time and has made over 1,850 arrests and initiated several thousand citizen contacts related to DUI investigations. The City of Garden Grove is committed to the safety of our citizens and has utilized DUI Checkpoints and DUI Saturation patrols as a means to deter, locate, and arrest drunk/impaired drivers, as well as a means to deter provide educational opportunities to the members of the community. Through the opportunities granted to our department through the awarding of the OTS Step Grant, we intend to continue our zero tolerance efforts towards the eliminating of drunk/impaired driving. The efforts will focus on all motorists and citizens in the community. Through the use of press releases and social media, an effort will be made to educate the community on the dangers of drunk/impaired driving, the costs of being prosecuted for a DUI, and alternative methods of transportation available to those that may consider driving while impaired.

The City of Garden Grove has seen a marked increase in the number of fatalities and injury collisions involving pedestrians and bicyclists. From 2014 through 2017 there were over 400 injury traffic collisions involving bicyclist and pedestrians with 16 of them being fatalities. The number of fatalities in Garden Grove involving bicyclists and pedestrians is more than all other fatalities combined including those involving impaired driving. The increase has been alarming to the community and in response a city wide campaign was launched in September of 2016 to address the problem. The Garden Grove PD Neighborhood Traffic Unit formed what is known as the Accident Reduction Team or ART Team with personnel from our city's public works, traffic engineering, and community relations departments. Through a collaborative effort between all members of the ART Team, we have identified and addressed traffic engineering issues that could lead to a decrease in these types of accidents, used public works to assist with the use of adequate traffic control measures in areas lacking the proper measures for safe bicycling and walking, and used our community relations department to get the message out through the use of city billboards, social media, press releases, city mailers, and a public service announcement that was filmed and used as an educational tool. As an enforcement and educational tool, the traffic unit has utilized grant funds to conduct heavily publicized bicyclist/pedestrian enforcement operations in areas targeted for high volumes of collisions and violations. These events are publicized using press release and social media. The events have been live streamed on Face Book and typically all of the comments from those following are very supportive and positive towards the operations. During each of the events that have been conducted since the inception of the ART Team there has been an average of 100 citations issued for various violations related to bicycle/pedestrian safety, including issuing motorist's citations for failing to yield to bicyclists and pedestrians. In conjunction with the issuing of citations the strong police presence is a reminder of the possibility of being issued a citation and an opportunity to have educational contacts with members of the community.

The Garden Grove PD traffic unit has participated in events such as the National Walk Your Child to School Day and Bicycle Safety Month. Various safety presentations have been provided to senior citizens, school children, and to transients during our departments homeless outreach programs. Flyers with safety messages related to pedestrian and bicycle safety have been developed and handed out at various community events and over 1,000 reflective safety devices were given to children during the month of December.

Statewide, motorcycle fatalities increased 4.6 percent from 415 in 2011 to 435 in 2012. Motorcycle fatalities per 100,000 motorcycle registrations fell from 49 in 2009 to 44 in 2010. This rate had been relatively steady, averaging 68 from 2005 through 2008. Motorcycle safety has become an issue recently in the City of Garden Grove. Aside from numerous injury collisions and 1 fatal motorcycle in 2013. These injuries to officers resulted in hundreds of man-hours of traffic enforcement, putting the citizens of Garden Grove at even greater risk.

Over the years, approximately 60-75 percent of fatal and injury-combined collisions involved various Primary Collision Factors (PCF) such as DUI, unsafe speed, right-of-way, traffic signals and signs, pedestrian violations and improper turning.

The Garden Grove Police Department has noticed several arrestees are not showing up for their court dates and are subsequently issued warrants for not appearing. This enables "repeat offending" and allows the public to once again be put at risk by conscious negligence of an impaired driver. The same issues arise with the driver's whom have had their driver's license recently suspended. Several traffic violators are stopped daily and are found to have suspended driving privileges. This happens as close as the courtroom parking lot, where the violators drive away directly after having their driver's license suspended.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic collisions.
2. Reduce the number of persons injured in traffic collisions.
3. Reduce the number of pedestrians killed in traffic collisions.
4. Reduce the number of pedestrians injured in traffic collisions.
5. Reduce the number of bicyclists killed in traffic collisions.
6. Reduce the number of bicyclists injured in traffic collisions.
7. Reduce the number of persons killed in alcohol-involved collisions.
8. Reduce the number of persons injured in alcohol-involved collisions.
9. Reduce the number of persons killed in drug-involved collisions.
10. Reduce the number of persons injured in drug-involved collisions.
11. Reduce the number of persons killed in alcohol/drug combo-involved collisions.
12. Reduce the number of persons injured in alcohol/drug combo-involved collisions.
13. Reduce the number of motorcyclists killed in traffic collisions.
14. Reduce the number of motorcyclists injured in traffic collisions.
15. Reduce hit & run fatal collisions.
16. Reduce hit & run injury collisions.
17. Reduce nighttime (2100 - 0259 hours) fatal collisions.
18. Reduce nighttime (2100 - 0259 hours) injury collisions.

B. Objectives:	Target Number
1. Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns, National Walk to School Day, NHTSA Winter & Summer Mobilization, National Bicycle Safety Month, National Click it or Ticket Mobilization, National Teen Driver Safety Week, National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	10
3. Develop (by December 31) and/or maintain a " HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	4
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	4
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training.	2
7. Send law enforcement personnel to the DRE Recertification training.	2
8. Send law enforcement personnel to SFST Instructor training.	1
9. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will	3

OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
10. Conduct DUI Saturation Patrol operation(s).	15
11. Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.	1
12. Conduct Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.	10
13. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	2
14. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or collisions resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary collision factor violations by motorcyclists and other drivers.	1
15. Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).	1
16. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle collisions resulting from violations made by pedestrians, bicyclists, and drivers.	10
17. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	4
18. Conduct Know Your Limit campaigns with an effort to reach members of the community.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1ˢᵗ Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.
- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the "Hot Sheets," research will be conducted to identify the "worst of the worst" repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15, but no earlier than October 1. If unable to meet the November 15 date, communicate reasons to your OTS Coordinator. The kick-off press releases and any related media advisories, alerts, and materials must be emailed for approval to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, 14 days prior to the issuance date of the release.

B. Phase 2 – Program Operations (Throughout Grant Year)

- The department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator. The following requirements are for grant-related activities and are different from those regarding any grant kick-off release or announcement.
  - If an OTS-supplied, template-based press release is used, there is no need for pre-approval, however, the OTS PIO and Coordinator should be copied when at the same time as the release is distributed to the press.
  - If an OTS-supplied template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead-time would be 10 days prior to the release distribution date, but should be no less than 5 working days prior to the release distribution date

- Press releases reporting the immediate and time-valued results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
  - Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.
- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Space permitting, include the OTS logo, on grant-funded print materials; consult your OTS Coordinator for specifics and format-appropriate logos.
- Contact the OTS PIO or your OTS Coordinator, sufficiently far enough in advance of need, for consultation when deviation from any of the above requirements might be contemplated

C. **Phase 3 – Data Collection & Reporting (Throughout Grant Year)**
- Invoice Claims (due January 30, April 30, July 30, and October 30)
- Quarterly Performance Reports (due January 30, April 30, July 30, and October 30)
  - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
  - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
  - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
  - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. **METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. **ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164 AL-19	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$150,000.00
402PT-19	20.600	State and Community Highway Safety	$150,000.00

COST CATEGORY	CFDA	TOTAL COST TO GRANT
A. PERSONNEL COSTS		
Positions and Salaries **Full-Time**		
		$0.00
Overtime		
DUI/DL Checkpoints	20.608	$30,795.00
DUI Saturation Patrols	20.608	$100,210.00
Warrant Service Operations	20.608	$6,240.00
Traffic Enforcement	20.600	$62,640.00
Distracted Driving	20.600	$12,480.00
Motorcycle Safety	20.600	$6,240.00
Night-time Click It Or Ticket	20.600	$6,240.00
Pedestrian and Bicycle Enforcement	20.600	$62,400.00
Know Your Limit	20.608	$6,240.00
Part-Time		
		$0.00
Category Sub-Total		$293,485.00
B. TRAVEL EXPENSES		
		$0.00
		$0.00
Category Sub-Total		$0.00
C. CONTRACTUAL SERVICES		
		$0.00
Category Sub-Total		$0.00
D. EQUIPMENT		
		$0.00
Category Sub-Total		$0.00
E. OTHER DIRECT COSTS		
DUI Checkpoint Supplies	20.608	$6,515.00
Category Sub-Total		$6,515.00
F. INDIRECT COSTS		
		$0.00
Category Sub-Total		$0.00
GRANT TOTAL		**$300,000.00**

BUDGET NARRATIVE	
PERSONNEL COSTS	**QUANTITY**
DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	3
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	15
Warrant Service Operations - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Distracted Driving - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	2
Motorcycle Safety - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Night-time Click It Or Ticket - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	1
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.	10
Know Your Limit - Overtime for grant funded traffic safety presentations or campaigns conducted by appropriate department personnel.	1
TRAVEL EXPENSES -	
CONTRACTUAL SERVICES -	
EQUIPMENT -	
OTHER DIRECT COSTS DUI Checkpoint Supplies - DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.	1
INDIRECT COSTS -	
STATEMENTS/DISCLAIMERS Program Income default statement: There will be no program income generated from this grant. Enforcement Grant Quota Disclaimer: Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular law	

enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

> **CERTIFICATIONS AND ASSURANCES**
> **HIGHWAY SAFETY GRANTS**
> **(23 U.S.C. CHAPTER 4 AND SEC. 1906, PUB. L. 109-59, AS AMENDED)**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high-risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1300—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

    "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

    a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

    b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

    c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

    d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding

        recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

    e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than
$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
    (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily
    excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200.
You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies,
including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or
that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a
waiver request that provides an adequate basis and justification for approval by the Secretary of
Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

LAW ENFORCEMENT AGENCIES
All subrecipient law enforcement agencies shall comply with California law regarding profiling. Penal Code section 13519.4, subdivision (e), defines "racial profiling" as the "practice of detaining a suspect based on a broad set of criteria which casts suspicion on an entire class of people without any individualized suspicion of the particular person being stopped." Then, subdivision (f) of that section goes on to provide, "A law enforcement officer shall not engage in racial profiling."

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kingsley Okereke
Dept.:	Finance	Dept.:	Finance
Subject:	Award of contracts to Superion, LLC, and Schafer Consulting, Inc., for Enterprise Resource Planning (ERP) software solutions, and approve renewal of the contract with OpenGov to provide transparency. (Phase I Cost: $3,692,878) (*Action Item*)	Date:	9/11/2018

OBJECTIVE

To seek City Council approval to award contracts to Superion, LLC and its related third-party solutions, *BMI*, *CryWolf*, *Iron Mountain*, and *TimeClock Plus* (Superion) and Schafer Consulting, Inc. (Schafer) for the implementation of an Enterprise Resource Planning (ERP) software solution and to seek City Council approval to renew the contract with OpenGov for its transparency web application.

BACKGROUND

The City's current financial and human resources software system ("PICK") is more than forty years old. The legacy system has become operationally unwieldy and lacks industry-standard features such as internal controls and modern security protocols. Implementation of a new ERP software solution will leverage modern technology to enhance operational efficiency, facilitate transparency, enhance internal controls, and integrate administrative business functions.

In November 2016, the City Council approved an agreement with Schafer Consulting, Inc. to provide consulting services for the assessment and acquisition of ERP system software to replace the City's outdated financial and human resources software system. An internal Project Management Team (PMT), comprised of the Finance and Human Resources Division Managers and the Public Works Water Services Engineer, worked with Schafer to develop and issue RFP No. S-1225 in July 2017 for an ERP solution and related implementation services. The PMT evaluated the seven (7) proposals received, and selected Superion's ONESolution and its proposed third-party solutions as the best fit for the City's current and future ERP needs.

DISCUSSION

ERP implementation is anticipated to begin in the current fiscal year (2018-19) and to be completed in fiscal year 2021-22. The following summary of the proposal evaluation process, agreements, and estimates will provide further detail:

1. Superion, LLC and Related Third-Party Agreements:

The PMT evaluated and ranked the ERP proposals based on the weighted criteria shown in Chart 1 (below), *Initial Proposal Ranking*.

CHART 1 – *Initial Proposal Ranking*

Vendor Proposal Criteria with Corresponding Weighting Percentage	Cherry Road (Oracle)	eVerge (Oracle)	Infor (Lawson)	Kinsey (Lawson)	Navigator (SAP)	Superion (One Solution)	Tyler (Munis)
Functional Requirements (20%)	94	93	95	96	86	93	92
Company/Staffing, Experience (25%)	96	88	102	79	72	103	116
Cost (30%)	91	100	2	48	119	102	102
Implementation Methodology/ Workplan (25%)	106	102	99	84	68	111	113
Total Carryover Score (max 500)	**387**	**383**	**298**	**307**	**345**	**409**	**423**

The top three vendors, Superion – ONESolution; Tyler Technologies – Munis; and CherryRoad, a system integrator which proposed Oracle, were invited to the City to demonstrate their proposed software solutions. Each vendor was provided with a demonstration script developed by the City to optimize comparability between vendors.

The demonstrations, which were open to all City staff, were held over a three-week period in October 2017. The PMT evaluated the vendors based on the scripts and selected Superion and Tyler Technologies as the top two software packages.

In an effort to further distinguish software functionality between the top two finalists, Superion and Tyler were asked to present follow-up demonstrations in relation to budget management, accounts receivable, and payroll. City staff also conducted reference checks on the finalists.

Superion emerged as the highest overall scoring vendor as shown in Chart 2 (below), *Top Three Vendors by Ranking*. ONESolution and its third-party (BMI, CryWolf, Iron Mountain, TimeClock Plus) software solutions met the majority of the City's functional requirements. Additionally, Superion's software solutions were able to work with much of the City's existing information technology infrastructure.

Chart 2 – *Top Three Vendors by Ranking*

All Criteria with Corresponding Weighting Percentage	Cherry Road	Superion	Tyler Technologies
Carryover Score (25%)	97	102	106
Scripted Demonstrations (75%)	186	223	194
Total (max 500)	**283**	**325**	**300**

During discussions with Superion about the project plan, the PMT identified a need to extend the implementation timeframe and to augment support from Superion in order to successfully implement and integrate the ERP software with the City's existing technology infrastructure and software systems. The original proposed timeframe overlapped implementation of the financial and human resources / payroll modules. The extended implementation timeframe eliminates the overlap and is estimated to take thirty-two to thirty-three months rather than the originally proposed eighteen to twenty-four months.

The PMT added Superion's false alarm billing software (CryWolf) and decided not to purchase the proposed talent management system (Cornerstone OnDemand) or to utilize Superion for change management. City staff also requested additional professional service hours for interface support, report development, workflow setup, and training. Thus, the scope of work has been significantly expanded from the original proposal.

The originally proposed cost before ongoing subscription / maintenance was $2,755,165 and the current contract cost before ongoing subscription / maintenance is now $3,145,635, an increase of $390,470. The additionally requested professional services included in the contract amount will be billed as incurred, giving City staff flexibility to reduce the requested service level as needed during implementation. Therefore, the initial contract cost is set at an amount not to exceed $3,145,635 as shown in Chart 3 (below), *Revised Superion Implementation Cost*.

Chart 3 – Revised Superion Implementation Cost

	Original Proposed Cost Before Ongoing Subscription/ Maintenance	Renewal Support Term 1	Discount	City Requested Adjustments	Total
ONESolution:					
License Fees	$827,715		$(183,945)		$643,769
Professional Services	1,927,450		(108,655)	506,071	2,321,866
Subscription/ Maintenance Fees (annual)		180,000			180,000
Total	**$2,755,165**	**$180,000**	**$(292,601)**	**$503,071**	**$3,145,635**

The Superion contract provisions defers the first payment of the majority of the ongoing subscription / maintenance costs until eighteen months after the contract execution date (estimated to occur in fiscal year 2019-20) with annual renewals thereafter. Annual fee escalations for renewal support terms two through six will be at an amount not to exceed 3% of the subscription / maintenance fees; subsequent renewal support terms will be at an amount not to exceed 5% annually.

The ongoing subscription / maintenance fees to be paid to Superion include the ongoing cost for ONESolution, CryWolf, and TimeClock Plus. The annual subscription / maintenance fees for the warehouse and fixed asset scanners will be paid directly to BMI and the annual subscription / maintenance fees for the escrow account will be paid directly to Iron Mountain.

In summary, the cost of the Superion and related third-party solutions contract net of discounts for implementation and initial subscription / maintenance fees is not to exceed $3,145,635.

2. Schafer Consulting, Inc. Agreement:

Prior to issuing the ERP System RFP, the City issued RFP No. S-1198, wherein the City selected and entered into a contract with Schafer Consulting, Inc. to assist the City with the ERP software solution selection process and to provide high level implementation oversight and look back services. Schafer worked with the City to issue RFP No. S-1225 from which Superion, LLC (and its related third-party solutions) was selected. The contract with Schafer was for three consulting project phases:

Phase I – ERP Software Vendor and Module Selection
Phase II – Implementation
Phase III – Look Back

The first phase of the agreement with Schafer has been substantially completed.

During Phase I of this project, the PMT re-evaluated the level of independent consulting support needed to successfully implement Superion's ONESolution and its related third-party solutions. While the City of Garden Grove efficiently operates with lean staffing resources, concerns arose about its ability to continue to operate effectively during implementation of the ERP project. Consideration was given to backfilling vacant staff positions to help absorb the additional workload during implementation. However, that was not a feasible option considering the six to nine months it takes to learn the existing PICK system. It was determined that the City would require a greater level of consulting project oversight, change management, and staff augmentation than originally anticipated to implement the selected ERP software solutions. Given the scale of this project and anticipated impact, the PMT identified the following consulting support resources needed to ensure a complete ERP implementation:

- Expanded Project Management
- Expanded Change Management

- Design & Configuration Support
- Chart of Accounts Assistance
- Development of Test Scripts
- Testing Assistance
- End User Training Resource Development and Assistance
- Data Conversion Support
- Workflow Design and Development Support
- Report Development Support
- Expanded Staff Augmentation
- Contingency Hours

Schafer has experience implementing Superion products and has committed its most knowledgeable staff to the City's implementation. Further, Schafer's work with the City during the ERP RFP process has demonstrated its ability to consistently put the needs of the City first and to protect the City's interests.

As the ERP System RFP phase (Phase I) of Schafer's contract is substantially complete and the future scope of work has substantially changed, the PMT proposes the City terminate the existing contract with Schafer and approve a new contract going forward. The new contract's scope of work now includes expanded project management, change management, oversight, and staff augmentation.

Given the expanded scope of work, Schafer has agreed to provide all consulting services at a blended and discounted hourly rate of $150 per hour. The new contract is for a total amount of $1,288,350. However, as Schafer can provide some of the same services that Superion's contract covers, City staff recommends the new Schafer contract allow for increases to be offset by commensurate decreases in Superion's contract should Schafer be able to substitute certain Superion implementation services (such as workflow design and development, report development, etc.) more cost effectively than Superion.

3. City Costs – Hardware / Licensing Fees, Overtime & Other Administrative Costs, and OpenGov:

Hardware / Licensing Fees
The City's current data center is at near capacity. In use applications utilize 80% of current data center resources. The ERP implementation, therefore, will require the purchase of new data resources such as new servers, data storage, load balancers, and operating system /database software. These associated purchases and installations are not included in the Superion contract. In addition, there will be increased City staff and other administrative costs (i.e. overtime).

Upon City Council approval of the Superion and Schafer agreements, City staff will begin the request for proposal process to acquire the additionally needed hardware / software and related licenses. City staff estimates that the hardware will need to be replaced every three years and estimates the initial cost to be $514,000. The annual software license fees are estimated to cost $20,000 with potential annual escalations. Three years of license fees will be incurred during the span of the thirty-two to thirty-three month implementation period. Thus, the total of this cost is estimated to be $574,000.

Overtime and Other Administrative Costs
As City staff must ensure that ongoing operations continue during implementation, additional over-time hours will be necessary. City staff will be required to work additional hours to complete non-delegable implementation and training tasks. The City estimates the additional staff time and administrative costs to be $972,015.

OpenGov Transparency Portal
OpenGov is the interactive web application recently used by the City to provide graphic reporting of the City's financial statements and budgets. While its promotion of transparency was appreciated, the necessary data input was redundant and labor intensive. The contract was not renewed as part of the budget cutting efforts for fiscal year 2018-19.

The new ERP system does not include its own transparency web application; however, the ONESolution platform has the ability to interface with and facilitate the exchange of information with OpenGov. This feature is anticipated to greatly reduce the need for staff interaction with the application.

Staff recommends, as part of the ERP implementation, the City Council approve to renew or enter into a new contract with OpenGov for its transparency web application. The City estimates the annual cost of OpenGov to be $20,000 with annual escalations.

FINANCIAL IMPACT

The City Council approved an allocation of $2,000,000 in fiscal year 2017-18 and $1,000,000 in fiscal year 2018-19 to commence the implementation of an ERP solution. The total estimated cost of implementation is $5,957,985.

Ongoing subscription / maintenance fees to be incurred through the annual renewal support terms is estimated to be $180,000 per year with annual fee escalations not to exceed 3% for renewal support terms two through six and with annual fee escalations not to exceed 5% for renewal support terms seven through eleven.

Ongoing direct City software license fees and renewals of OpenGov are also anticipated to be incurred with annual escalations.

Chart 4 – Total Estimated ERP Implementation Cost

Product/Service	Estimated Project Cost	Base Ongoing Annual Costs with Escalation
Superion, LLC and Related Third-Party Solutions	$3,145,635	$180,000
Schafer Consulting, Inc.	$1,288,350	
Direct City Costs:		
Hardware / Software	$574,000	$20,000
Overtime and Other Administrative Costs	$930,000	
OpenGov	$20,000	$20,000

Total		$5,957,985	$220,000

The project's currently appropriated $3,000,000 is sufficient to cover Fiscal Year 2018-19's implementation costs. Future ERP project costs, annual subscription/maintenance and license fees will be requested through the regular biennial budget process.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Superion, LLC and its related third-party solutions (BMI, CryWolf, Iron Mountain, TimeClock Plus); and authorize the City Manager or his designee to sign the Superion, BMI, CryWolf, Iron Mountain, and TimeClock Plus agreements including annual renewal of support terms as outlined in the agreements, subject to future budget allocations, and make minor modifications as needed on behalf of the City;

- Terminate the current contract with Schafer Consulting, Inc., and award a new contract to Schafer Consulting, Inc., for the ERP implementation and look-back consulting services; and authorize the City Manager or his designee to sign the Schafer Consulting, Inc., agreement and make minor modifications as needed on behalf of the City;

- Authorize the City Manager or his designee to enter into a contract with OpenGov and make minor modifications as needed on behalf of the City;

- Authorize the Finance Director or his designee to issue purchase orders or contracts to Superion, LLC, BMI, CryWolf, Iron Mountain, TimeClock Plus, and Schafer Consulting, Inc., for the ERP software and implementation costs in a fixed amount collectively not to exceed $4,433,985 (Superion $3,145,635 + Schafer $1,288,350) until project completion and to be divided between Superion, LLC and its related third-party solutions (BMI, CryWolf, Iron Mountain, TimeClock Plus) and Schafter Consulting, Inc., as needed; and authorize the City Manager or his designee to increase the Schafter Consulting, Inc., contract amount by an equal reduction in the Superion, LLC contract not to exceed amount, as needed on behalf of the City; and

- Authorize consolidation of the currently appropriated $3,000,000 ERP costs by approving the transfer of these funds and transfer of these budget appropriations from the General Purpose, Water, Sewer, and Refuse Funds to the Information Technology Internal Service Fund.

By: Ellis Chang, Accounting Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Superion Agreement	9/6/2018	Backup Material	Superion_Agreement.pdf
Schafer Consulting, Inc. Agreement	8/30/2018	Backup Material	Schafer_Consulting_Inc_2018_Agreement.pdf

Superion Solutions Agreement

This Superion Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Superion, LLC, a Delaware Limited Liability Company with its principal place of business in Lake Mary, FL ("**Superion**") and City of Garden Grove, California at 11222 Acacia Parkway, Garden Grove, CA ("**Customer**"), together with Superion, the "**Parties**", and each, a "**Party**".

WHEREAS, Superion licenses and gives access to certain software applications ("**Superion Solution**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

WHEREAS, Customer desires to license and/or gain access to certain Superion Solutions and receive professional services described herein, and Superion desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

Superion, LLC	**City of Garden Grove**
1000 Business Center Dr. Lake Mary, FL 32746	11222 Acacia Parkway Garden Grove, CA 92840
By:	By:
Print Name:	Print Name: Scott C. Stiles
Print Title:	Print Title: City Manager
Date Signed:	Date Signed:

Superion Solution: ONESolution Public Administration

1. **Term.**

   1.1. <u>Initial Term</u>. The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**"). The Term is intended to cover the products and services being installed as well as to enshrine an annual maintenance schedule moving forward after installation. Nothing in this section is intended to limit the perpetual license to the software being granted to Customer as detailed below in Section 4.1.

   1.2. <u>Renewal Term</u>. This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").

   1.3. <u>Non-Renewal</u>. Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party two (2) months prior to the expiration of the current contract term.

2. **Fees**. In consideration of the rights and services granted by Superion to Customer under this Agreement, Customer shall make payments to Superion pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

3. **Definitions**. Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

   3.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.

3.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

3.3. "**Authorized User**" means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Superion Solution under the rights granted to Customer pursuant to this Agreement, and for whom access to the Superion Solution has been purchased.

3.4. "**Baseline**" means the version of a Superion Solutions updated to the particular time in question through Superion's warranty services and maintenance, but without any other modification whatsoever.

3.5. "**Component System**" means any one of the computer software programs identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.

3.6. "**Customer Data**" means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users on behalf of Customer, by or through, or introduced into, the Superion Solutions.

3.7. "**Custom Modification**" means a change that Superion has made at Customer's request to any Component System in accordance with a Superion-generated specification, but without any other changes whatsoever by any Person or entity.

3.8. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.

3.9. "**Defect**" means a material deviation between the Baseline Superion Solution and its Documentation, for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superion's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Superion-generated specification and Documentation for such Custom Modification, and for which Defect Customer has given Superion enough information to enable Superion to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Superion's control.

3.10. "**Documentation**" means any manuals, instructions, or other documents or materials that Superion provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Superion Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.

3.11. "**Enhancements**" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

3.12. "**Harmful Code**" means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Superion Solutions as intended by this Agreement.

3.13. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

3.14. "**Maintenance**" means optimization, error correction, modifications, and updates to Superion Solutions to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Maintenance & Support Standards**").

3.15. "**New Releases**" means new editions of a Baseline Component System or Custom Modification.

3.16. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

3.17. "**Personal Information**" means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes

all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996, "Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

3.18. "**Professional Services**" means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers or migration, system restarts and reinstallations provided by Superion to Customer and detailed further within Exhibit 7 ("**Scope of Work**").

3.19. "**Representatives**" means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.

3.20. "**Superion Personnel**" means all individuals involved in the performance of Support Services and Professional Services as employees, agents, Subcontractors or independent contractors of Superion.

3.21. "**Superion Solutions(s)**" means the Component Systems, Documentation, Custom Modifications, development work, Superion Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Superion or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.

3.22. "**Superion Systems**" means the information technology infrastructure used by or on behalf of Superion to deliver Superion Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Superion or through the use of third-party services.

3.23. "**Support Services**" means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Maintenance & Support Standards outlined in Exhibit 2.

3.24. "**Third-Party Materials**" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Superion Solutions that are not proprietary to Superion.

4. **License, Access & Services.**

4.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Superion hereby grants to Customer a non-exclusive, non-sublicensable, and non-transferable perpetual license to the current version of the Superion Solutions outlined in Exhibit 1 at the time of this Agreement's execution.

4.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Superion hereby grants Customer a non-exclusive, non-transferable right to access and use the Superion Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. When various Superion Solutions become available for access following installation, Superion will provide any remaining credentials needed for access within seven (7) business days. Superion shall deliver to Customer the initial copies of the Superion Solutions outlined in Exhibit 1 by electronic delivery, by posting it on Superion's network for downloading, or similar suitable electronic file transfer method. Physical shipment of hardware is on FOB Customer's address. Electronic delivery of licensed software is deemed effective at the time Superion provides Customer with access to download the Superion Solutions. The date of such delivery shall be referred to as the "**Delivery Date**."

4.3. Documentation License. Superion hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Superion Solutions.

4.4. Service and System Control. Except as otherwise expressly provided in this Agreement:

4.4.1. Superion has and will retain sole control over the operation, provision, maintenance, and management of the Superion Solutions; and

4.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, Customer Data, and sole responsibility for access to and use of the Superion Solutions by any Person by or through the Customer Systems

or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Superion Solutions, and conclusions, decisions, or actions based on such use.

4.5. <u>Limitations.</u> Customer must provide Superion with such facilities, equipment and support as are reasonably necessary for Superion to perform its obligations under this Agreement, including, if required by Superion, remote access to the Superion Solutions and Customer Systems related to use of the Superion Solutions. Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement. The minimum requirements for Customer Systems is listed in Exhibit 6 ("**Minimum System Requirements**").

4.6. <u>Exceptions.</u> Superion has no obligation to provide Support Services relating to any Defect with the Superion Solutions that, in whole or in part, arise out of or result from any of the following:

4.6.1. software, or media on which provided, that is modified or damaged by Customer or third party other than a Superion Affiliate or Subcontractor;

4.6.2. any operation or use of, or other activity relating to, the Superion Solutions other than as specified in the Documentation, including any incorporation in the Superion Solutions of, or combination, operation or use of the Superion Solutions in or with, any technology (including any software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;

4.6.3. any negligence, abuse, misapplication, or misuse of the Superion Solutions other than by Superion personnel or Superion Affiliate or Subcontractor, including any Customer use of the Superion Solutions other than as specified in the Documentation or expressly authorized in writing by Superion;

4.6.4. Defects stemming from Customer's failure to install any New Releases that Superion has previously made available to Customer that would specifically address the Defect.

4.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;

4.6.6. any relocation of the Superion Solutions other than by Superion personnel;

4.6.7. any beta software, software that Superion makes available for testing or demonstration purposes, temporary software modules, or software for which Superion does not receive a fee;

4.6.8. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

4.7. <u>Reservation of Rights</u>. Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to any development work, the Support Services, Professional Services, Superion Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Superion Solutions, and the Third-Party Materials are and will remain with Superion and the respective rights holders.

4.8. <u>Changes</u>. Superion reserves the right, in its sole discretion, to make any changes to the Support Services and Superion Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Superion's services to its customers, the competitive strength of or market for Superion's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Superion Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Superion issued Add-On Quote signed by the Customer, or a written change order or amendment to this agreement signed by both parties.

4.9. <u>Subcontractors</u>. Superion may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**"). Customer shall retain the right to approve Subcontractors or their individual consultants prior to work being performed by them. It is acknowledged that Customer has preapproved Superion's current lead subcontractor for Customer work, KOA Hills Consulting.

4.10. <u>Security Measures</u>. The Superion Solutions may contain technological measures designed to prevent unauthorized or illegal use of the Superion Solutions. Customer acknowledges and agrees that: (a)

Superion may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Superion's rights, including all Intellectual Property Rights, in and to the Superion Solutions; (b) Superion may deny any individual access to and/or use of the Superion Solutions if Superion, in its reasonable discretion, believes that the person's use of the Superion Solutions would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Superion may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Superion Solutions. However, Superion warrants that the Superion Solutions shall be free from any back door, time bomb, drop dead-device, or other software routing designed to disable a computer program automatically with the passage of time or under the positive control of persons other than Superion Personnel.

4.11. <u>Escrow</u>**.** Superion shall keep a copy of the source code for the Superion Solutions designated in Exhibit 1 (the "Source") with a third-party escrow service provider selected by mutual agreement of both parties from time to time (the "Escrow Agent"). The parties shall agree on the Escrow Agent within sixty (60) days of the date of this Agreement, but in any event prior to the installation of the Software on the Customer Systems.

4.11.1. Superion hereby grants Customer a contingent license, subject to the conditions of this Section and the conditions of use outlined in this Agreement, to use the copy of the Source maintained by the Escrow Agent for support purposes only.

4.11.2. The contingent license referred to in 4.11.1 shall only be available to the Customer to the extent that the Customer has a valid license in effect with Superion immediately prior to the occurrence of any event specified in 4.11.3.

4.11.3. The contingent license granted pursuant to Section 4.11.1 shall, to the extent it remains available to the Customer, become exercisable if and when any of the following events occur:

4.11.3.1. Superion ceases to do business for any reason whatsoever;

4.11.3.2. Superion commits any act of bankruptcy within the meaning of the U.S. Bankruptcy Act, and fails to cure such act within 30 days of the commission of such act; and

4.11.3.3. Superion institutes or has instituted against it bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings under any federal or provincial laws and, in the case of any proceedings instituted against Superion, it fails to stay such proceedings or vacate or dismiss any order resulting therefrom within 60 days of the initiation of such proceedings or the issuance of such order, as the case may be.

4.11.4. The provisions of this Section, and the requirement of the Escrow Agent to perform its duties in accordance with this Section, shall be subject to the Customer executing any standard form documentation containing reasonable terms required by the Escrow Agent in connection with the performance of its duties and obligations hereunder.

5. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Superion Solution except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

5.1. copy, modify, or create derivative works or improvements of the Superion Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Superion Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

5.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Superion Solutions, in whole or in part;

5.3. bypass or breach any security device or protection used by Superion Solutions or access or use the Superion Solutions other than by an Authorized User through the use of his or her own then valid access;

5.4. input, upload, transmit, or otherwise provide to or through the Superion Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;

5.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Superion Systems, or Superion's provision of services to any third party, in whole or in part;

5.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Superion Solutions, including any copy thereof;

5.7.   access or use the Superion Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;

5.8.   access or use the Superion Solutions for purposes of competitive analysis of the Superion Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Superion's detriment or commercial disadvantage or otherwise access or use the Superion Solutions beyond the scope of the authorization granted under this Section.

6. **Customer Obligations**.

6.1.   Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Superion Solutions are accessed or used; (b) provide Superion Personnel with such access to Customer's premises and Customer Systems as is necessary for Superion to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Superion may reasonably request to enable Superion to exercise its rights and perform its obligations under and in connection with this Agreement.

6.2.   Delay. Due to the nature of large style software implementations, timetables often speed up or slow down based on many factors. Superion will take commercially reasonable efforts to accommodate such changes, provided that Customer agrees Superion is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer.

6.3.   Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 5, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Superion Solution and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Superion of any such actual or threatened activity.

7. **Confidentiality**.

7.1.   Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Superion includes the Superion Solutions, all software provided with the Superion Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Superion Solutions and any software provided with the Superion Solutions. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").

7.2.   Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.

7.3.   Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

7.3.1.   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

7.3.2.   not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;

7.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;

7.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

7.4. Compelled Disclosures. If either Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this section, and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

7.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

8. **Security**.

8.1. Superion will implement commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of Customer Data, protect against any anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access or use of Customer Data. Superion will review and test such safeguards on no less than an annual basis.

8.2. Customer shall maintain, in connection with the operation or use of the Superion Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

8.3. To the extent that Authorized Users are permitted to have access to the Superion Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Superion in the Superion Solutions and Documentation, and disclaim any liability or responsibility of Superion with respect to such Authorized Users.

9. **Personal Data**. If Superion processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Superion's obligations under this Agreement, then:

9.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Superion shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);

9.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Superion so that Superion may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement on Customer's behalf, which may include Superion processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Superion to provide the Solution and perform its other obligations under this Agreement; and

9.3. Superion shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by Customer from time to time as set out in and in accordance with the terms of this Agreement; and

9.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal

data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

10. **Representations and Warranties**.

10.1. <u>Software Warranty</u>. Superion warrants to Customer that for a period of eighteen (18) months from the Effective Date, the Superion Solutions (as delivered to Customer by Superion and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.

10.2. <u>Product Consistency</u>. Superion will continue to fully support Customer's ONESolution product suite described herein for a minimum of five (5) years following the Effective Date. If Superion discontinues product lines, discontinues making any improvements, or materially alters support structures surrounding Customer's ONESolution products, Customer will be entitled to replace and migrate to an equally suitable, compatible and functionally equivalent Superion Solution without incurring additional license fees.

10.3. <u>Professional Services Representation and Warranty</u>. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Superion within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Superion's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.

10.4. <u>Support Services Representation and Warranty</u>. Superion represents, warrants, and covenants to Customer that during the Term, Superion will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

10.5. <u>Intellectual Property Warranty</u>. Superion warrants and represents that to the best of Superion's knowledge: (i) there is no claim, litigation or proceeding pending or threatened against Superion with respect to the Superion Solutions or any component thereof alleging infringement of any patent or copyright or any trade secret or any proprietary right of any person; (ii) the Superion Solutions comply in all material respects with applicable laws, rules and regulations; (iii) Superion has full authority to enter into this Agreement and to consummate the transactions contemplated hereby; and (iv) Superion's performances under this Agreement are not materially impaired or prohibited by any other agreement to which Superion is a party or by which it may be bound.

10.5.1. Warranty of Title. Superion warrants and represents that to the best of Superion's knowledge: (i) the Superion Solutions are an original work of authorship and does not infringe the intellectual property rights of others; (ii) it has all rights, title or interest to the Superion Solutions necessary to grant Customer the use rights herein; (iii) it has the right to grant to Customer the licenses granted hereunder and (iv) Superion has and shall have full authority to license all proprietary and/or third party software modules that are incorporated into the Superion Solutions.

10.5.2. Effect of Breach of Intellectual Property Rights. If the breach relates to the warranty under this section, then Superion shall promptly: (i) procure for Customer the right to continue use of the Superion Solutions at no additional charge to Customer, (ii) modify such Superion Solution to avoid any claimed infringement (provided that such modification does not adversely affect Customer's intended use of the Superion Solution) at no additional charge to Customer, or (iii) replace said Superion Solution with an equally suitable, compatible and functionally equivalent non-infringing software, including installation and configuration as required, at no additional charge to Customer. If none of the foregoing alternatives are reasonably available to Superion, Customer shall return the Superion Solution in question to Superion and Superion shall refund to Customer any Fees associated with the Superion Solution in question not to exceed 1.5 times the fees paid for the Superion Solution in question under this Agreement for the effective term.

10.6. <u>DISCLAIMER OF WARRANTIES</u>. **EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SUPERION SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES,**

AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A SUPERION SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE SUPERION SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY SUPERION'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

11. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Superion:	**Superion** **1000 Business Center Dr.** **Lake Mary, FL.** **Phone: 407-304-3235** **email: info@superion.com** **Attention: General Counsel / Contracts Department**
If to Customer:	**City of Garden Grove** **11222 Acacia Parkway** **Garden Grove, 92840** **Phone: 714-741-5100** **email: citymanager@ggcity.org** **Attention: City Manager/Finance Department**

12. **Force Majeure.**

   12.1. <u>No Breach or Default.</u> Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement (except for any payment obligation) when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.

   12.2. <u>Affected Party Obligations.</u> In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13. **Mutual Indemnification**.

   13.1. <u>Superion Indemnification.</u> Superion shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate of Customer) that arise out of or result from, or are alleged to arise out of or result from any act or omission (including recklessness or willful misconduct) by Superion or any third party on behalf of Superion in connection with this Agreement, or for any such Action arising out of or alleging that Customer's use of the Superion Solution in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

   13.1.1. Third-Party Materials or Customer Data;

13.1.2. access to or use of the Superion Solution in combination with any hardware, system, software, network, or other materials or service not provided by Superion or specified for Customer's use in the Documentation;

13.1.3. modification of the Superion Solution other than: by or on behalf of Superion or with Superion's written approval in accordance with Superion's written specification;

13.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Superion; or

13.1.5. act, omission, or other matter described in Section 13.2.2 below, whether or not the same results in any Action against or losses by any Superion Indemnitee.

13.2. <u>Customer Indemnification</u>. Customer shall indemnify, defend, and hold harmless Superion and its officers, directors, employees, agents, successors, and assigns from and against any and all losses incurred by Superion resulting from any Action by a third party (other than an Affiliate of Superion) that arise out of or result from, or are alleged to arise out of or result from:

13.2.1. Customer Data, including any Processing of Customer Data by or on behalf of Superion in accordance with this Agreement;

13.2.2. Gross negligence or more culpable act or omission (including recklessness or willful misconduct) by Customer, any Authorized User, or any third party on behalf of Customer or any Authorized User, in connection with this Agreement.

13.3. <u>Procedure</u>. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at that party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

13.4. <u>Sole Remedy</u>. SECTION 10.5 AND THIS SECTION SET FORTH CUSTOMER'S SOLE REMEDIES AND SUPERION'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SUPERION SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

14. **Termination.** This Agreement may be terminated:

14.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

14.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

14.3. For Non-Appropriation of funding by the Customer's City Council in subsequent fiscal years covered by the Term of the Agreement. Superion shall be entitled to payment for services or deliverables in progress, to the extent work has been performed satisfactorily; obligations that have been incurred that extend beyond the date of termination; and reasonable contract close-out costs.

15. **Effect of Termination or Expiration**. On the expiration or earlier termination of this Agreement:

15.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Superion's Confidential Information relating to the Superion Solution, and within thirty (30) days deliver to Superion, or at Superion's request destroy and erase Superion's Confidential Information from all systems Customer directly or indirectly controls; and any code placed in to escrow will be removed, and

15.2. all License Fees, Professional Services rendered and any other amounts payable by Customer to Superion of any kind are immediately payable and due no later than forty-five (45) days after the effective date of the termination or expiration.

15.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

15.4. <u>Return of Customer Data.</u> If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Superion shall within 60 days following such expiration

SUPERION

or termination, deliver to Customer in Superion's standard format the then most recent version of Customer Data maintained by Superion, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination.

15.5. <u>Deconversion.</u> In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Superion Solution (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("**Deconversion**"), Superion will provide reasonable assistance. Superion and Customer will negotiate in good faith to establish the relative roles and responsibilities of Superion and Customer in effecting Deconversion, as well as the appropriate date for completion. Superion shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Superion's then standard rates.

16. **Assignment**. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Superion's prior written consent, which consent Superion may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Superion's prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

17. **No Waiver**. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

18. **Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

    18.1. <u>Arbitration Procedure</u>. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), and the relief requested, as well as any proposed changes to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures to be followed in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties further agree that judgment may be entered upon the award by of any court having jurisdiction.

19. **Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that a County or Circuit Court in Orange County, California, or the United States District Court for the Central District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; (ii) waives the right to trial by jury; (iii) consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which the party receives notice and (iv) agrees that the prevailing party shall be entitled to recover reasonable attorney's fees (including any charges for in-house counsel), court costs and other legal expenses from the other party.

20. **Severability**. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

21. **LIMITATIONS OF LIABILITY.**

    21.1. **<u>LIMITED LIABILITY OF SUPERION.</u> SUPERION'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED 1.5 TIMES THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION IN CONNECTION WITH THIS AGREEMENT FOR THE EFFECTIVE TERM.**

21.2. <u>EXCLUSION OF DAMAGES.</u> **REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUPERION, SUPERION PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.**

21.3. <u>BASIS OF THE BARGAIN.</u> **CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

22. **Third-Party Materials.** Customer is hereby advised that Superion provides front-line support services for third parties, but these third parties assume all responsibility for and liability in connection with the Third-Party Materials. Superion is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Superion is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Superion to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider.

23. **Entire Agreement; Amendment and Modification**. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement. Notwithstanding any language to the contrary herein, at any time during the Term Customer may add or terminate certain Superion or Third Party products, or request changes to Professional or Support Services. Any changes will be memorialized in either a Superion issued Add-On Quote signed by the Customer, or a written change order to this agreement (a copy is found in Section 9.3 of Exhibit 7) signed by both parties, which shall constitute an amendment to this Agreement. Notice for change requests will be a minimum of 30 days, and governed by Section 11.

24. **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

25. **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

26. The following Exhibits are hereby incorporated to this Agreement:

26.1. Exhibit 1 – Project Cost Summary

26.2. Exhibit 2 - Maintenance & Support Standards

26.3. Exhibit 3 – Travel Expense Guidelines

26.4. Exhibit 4 – Insurance Requirements

26.5. Exhibit 5 – Iron Mountain Escrow Provisions

26.6. Exhibit 6 - Minimum System Requirements

26.7. Exhibit 7 – Scope of Work

26.8. Exhibit 8 – CryWolf Specifications

26.9. Exhibit 9 – BMI Template Agreement & Warranty Information

26.10. Exhibit 10 – Superion's Response to Customer's Request for Proposal number S-1225 is incorporated herein by reference, including all functional descriptions included in the response.

EXHIBIT 1

Project Cost Summary

I.   Detailed Cost Breakdown

License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Financials	1	$394,220.00	$63,075.20
ONESolution Foundation	1	$20,100.00	$3,216.00
ONESolution Human Resources/Payroll	1	$210,540.00	$33,686.40
CryWolf Alarm Billing Workstation	1	$19,500.00	$3,900.00
CryWolf Alarm Billing Additional Workstation	1	$6,500.00	$1,300.00
CryWolf Payment Web Portal	1	$4,070.00	$610.00
Total		**$654,930.00**	**$105,787.60**

Third-Party License Fees & Maintenance

Product Name	Quantity	License Fee	Maintenance
ONESolution Financial Enterprise Core-New	1	$37,600.00	$6,016.00
Cognos DM: Base Bundle	1	$29,480.00	$4,716.80
BMI Stores Inventory Barcode	1	$7,285.00	$0.00
BMI Fixed Asset Barcode	1	$6,490.00	$0.00
Total		**$80,855.00**	**$10,732.80**

Third-Party Hardware Fees

Product Name	Quantity	Amount
BMI Hardware-Scanner, PA692, 26 Key - Collect-IT	2	$5,950.00
BMI Cradle – AssetTrak		$150.00
BMI RFID Reader – AssetTrak		$1,295.00
Shipping & Handling, including taxes for both AssetTrak and Collect-IT (not to exceed $1,000)		$1,000.00
Total		**$8,395.00**

Third-Party Subscription Fees

Product Name	Quantity	Subscription Fee
TimeClock Plus Cloud	800	$38,400.00
TimeClock Plus FMLA Management Cloud	800	$9,600.00
TimeClock Plus Advanced Scheduling Cloud	300	$9,000.00
Total		**$57,000.00**

Professional Services
Development & Conversion

Product Name	Amount
Data Conversion (Milestone)	$49,000.00
CryWolf Data Conversion (Billed as Incurred)	$2,625.00
Spillman Bi-Directional Interface (Billed as Incurred)	$4,900.00
Total	**$56,525.00**

Technical Services

Product Name	Amount
Workflow Development (Billed as Incurred)	$78,750.00
Report Development (Billed as Incurred)	$213,500.00
Interface Development (Billed as Incurred)	$157,500.00
Additional Training & Development (Billed as Incurred)	$175,000.00
CryWolf Technical Services (Billed as Incurred)	$6,300.00
Total	**$631,050.00**

Consulting

Product Name	Amount
ONESolution Finance & Human Resources BPR (Milestone)	$35,000.00
Finance Consulting (Milestone)	$159,950.00
Technical Services (Milestone)	$96,250.00
HR/PY Consulting (Milestone)	$109,725.00
CryWolf Consulting (Billed as Incurred)	$2,800.00
Total	**$403,725.00**

Training

Product Name	Amount
Finance & HR/PY Training (Milestone)	$141,400.00
Budget Book Services Bundle (Billed as Incurred)	$57,400.00
CAFR Constructor Services Bundle (Billed as Incurred)	$74,900.00
End User Training (Billed as Incurred)	$61,250.00
CryWolf Training (Billed as Incurred)	$9,800.00
Total	**$344,750.00**

Project Management

Product Name	Amount
ONESolution Finance Program Management Fee (Billed as Incurred)	$560,000.00
CryWolf Project Management (Billed as Incurred)	$3,850.00
Total	**$563,850.00**
Total Professional Services	**$1,999,900.00**

Third-Party Professional Services
Training Fee

Product Name	Amount
TimeClock Plus Cloud	$22,500.00
Total	**$22,500.00**

Summary

Product/Service	
License Fees	$654,930.00
Professional Services	$1,999,900.00
Subtotal	**$2,654,830.00**
Third-Party License Fees	$80,855.00
Third Party Hardware Fees	$8,395.00
Third-Party Subscription Fees	$57,000.00
Third-Party Professional Services	$22,500.00
Subtotal	**$168,750.00**
License/Subscription Fee Discounts	($183,946.25)
Total	**$2,639,633.75**
Net Maintenance	$105,787.60
Net Third-Party Maintenance	$10,732.80

II.   **Maintenance Projection.** Annual Support & Maintenance Fees associated with this Agreement are subject to annual increases based on CPI West +2%. However, regardless of the current index rate, Customer's increases year over year will be limited to a maximum of three percent (3%) through Renewal Support Term 6, followed by a limit of five percent (5%) for an additional five (5) Renewal Support Terms.

Renewal Support Term 1	Renewal Support Term 2 (3%)	Renewal Support Term 3 (3%)	Renewal Support Term 4 (3%)	Renewal Support Term 5 (3%)	Renewal Support Term 6 (3%)
Maintenance $105,787.60	$108,961.23	$112,230.06	$115,596.97	$119,064.88	$122,636.82
	$11,054.78	$11,386.43	$11,728.02	$12,079.86	$12,442.26
	Renewal Support Term 7 (5%)	**Renewal Support Term 8 (5%)**	**Renewal Support Term 9 (5%)**	**Renewal Support Term 10 (5%)**	**Renewal Support Term 11 (5%)**
Third Party Maintenance $10,732.80	$128,768.66	$135,207.10	$141,967.45	$149,065.82	$156,519.11
	$13,064.37	$13,717.59	$14,403.47	$15,123.64	$15,879.83

III. CryWolf License Milestone Payments

% of Total	CryWolf Milestones
20%	Upon The Effective Date
20%	Upon Ordinance Ratification
20%	Installation of Software
20%	Completion of End User Training
20%	Upon Go-Live

IV. ONESolution Milestone Payments

Milestone	% of Total	Description	Deliverable per SOW	SOW Page Number	Milestone Payment Amount
		Phase I Finance-Deliverables			
1	10.00%	Complete Configuration Workbook, Business Process Review, and successfully test OpenID to implement LDAP feature compatibility.	3.1, 3.2	14, 66, 67	$34,475.00
2	5.00%	Software Installation & Post Install Action Report	4.1, 4.2	68, 69	$17,237.50
3	15.00%	Complete Data Conversion Scope, Data Conversion Specifications, Perform Data Conversion, Forms Scope, Forms Specifications, and Forms Development.	7.1, 9.1, 10, 7.5, 9.5, 11.4	72, 76, 79, 83, 84, 88	$51,712.50
4	20.00%	Complete Core Project Team Training Plan, Setup/Configuration, Configuration Testing, Core Project Team Training, and Core Project Team Process Testing	6, 8.1, 8.2, 12, 13	71, 77, 78, 89, 90	$68,950.00
5	10.00%	Complete Test Plans/Scripts, Unit, Integration and Parallel Testing	16.1, 16.2, 16.3	95, 96	$34,475.00
6	20.00%	Customer Configuration Decisions Document and User Verification Testing (UVT)	14, 16.3	91, 97	$68,950.00
7	20.00%	Go-Live Cutover Plan, Go-Live Declaration Letter, 60 Days Post-Live Support, Project Close Out for Phase 1.	17, 18.1, 18.2, 19	98, 99, 100, 101	$68,950.00
	100%	Phase I Subtotal:			$344,750.00
		Phase II HR/PY-Deliverables			
8	10.00%	Complete Configuration Workbook and Business Process Review	3.1, 3.2	66, 67	$24,657.50
9	15.00%	Complete Data Conversion Scope, Data Conversion Specifications, Perform Data Conversion, Forms Scope, Forms Specifications, and Forms Development.	7.1, 9.1, 10, 7.5, 9.5, 11.4	72, 76, 79, 83, 84, 88	$36,986.25
10	20.00%	Complete Core Project Team Training Plan, Setup/Configuration, Configuration Testing, Core	6, 8.1, 8.2, 12, 13	71, 77, 78, 89, 90	$49,315.00

#	%	Description	Deliverable	Ref	Amount
		Project Team Training, and Core Project Team Process Testing			
11	15.00%	Complete Test Plans/Scripts, Unit, Integration, and Parallel Testing	16.1, 16.2, 16.3	95, 96	$36,986.25
12	20.00%	Customer Configuration Decisions Document and User Verification Testing	14, 16.3	91, 97	$49,315.00
13	20.00%	Go-Live Cutover Plan, Go-Live Declaration Letter, 60 Days Post-Live Support, Project Close Out for Phase 2.	17, 18.1, 18.2, 19	98, 99, 100, 101	$49,315.00
	100%	Phase II Subtotal:			$246,575.00

			Amount
Milestone Payments Phase I			$344,750.00
Milestone Payments Phase II			$246,575.00
Total Milestones			**$591,325.00**
CAFR Constructor training and assistance (billed as incurred)	428	$175	$74,900.00
Budget Book training and assistance (billed as incurred)	328	$175	$57,400.00
Reporting (billed as incurred)	1,220	$175	$213,500.00
Interfaces (billed as incurred)	900	$175	$157,500.00
Project Management (deliverables associated with each month include monthly status report, budget tracking) (billed as incurred)	3200	$175	$560,000.00
Workflow (billed as incurred)	450	$175	$78,750.00
End User Training (billed as incurred)	350	$175	$61,250.00
Additional Training & Development (billed as incurred)	1000	$175	$175,000.00
CryWolf (billed as incurred)	173	$175	$30,275.00
Total Billed as Incurred			**$1,408,575.00**
Total Services			**$1,999,900.00**
Estimated Travel (billed as incurred)			$325,000.00
Total Services with Estimated Travel			**$2,324,900.00**

V. MILESTONE ASSOCIATED PAYMENTS PROJECTION ESTIMATE OVER PROJECT TIMEFRAME

0-180 Days	180-270 Days	270-360 Days	360-450 Days	450-540 Days	540-630 Days	630-720 Days	720-810 Days	810-900 Days	900-990 Days	Total
$34,475										$34,475.00
$17,237.50										$17,237.50
	$51,712.50									$51,712.50
	$68,950									$68,950.00
		$34,475								$34,475.00
			$68,950							$68,950.00
				$68,950						$68,950.00
			$24,657.50							$24,657.50
					$36,986.25					$36,986.25
						$49,315				$49,315.00
							$36,986.25			$36,986.25
								$49,315		$49,315.00
									$49,315	$49,315.00
			$18,725	$18,725	$18,725	$18,725				$74,900.00
			$28,700	$28,700						$57,400.00
	$21,350	$21,350	$32,025	$21,350	$21,350	$21,350	$32,025	$21,350	$21,350	$213,500.00
	$15,750	$15,750	$23,625	$15,750	$15,750	$15,750	$23,625	$15,750	$15,750	$157,500.00
105,000	$52,500	$52,500	$52,500	$52,500	$52,500	$52,500	$52,500	$52,500	$35,000	$560,000.00
			$12,000	$12,000	$14,000			$12,000	$16,750	$12,000	$78,750.00
		$15,312.50	$15,312.50					$15,312.50	$15,312.50		$61,250.00
$15,909	$15,909	$15,909	$15,909	$15,909	$15,909	$15,909	$15,909	$15,909	$31,819	$175,000.00
	$30,275									$30,275.00
$172,621.50	$256,446.50	$167,296.50	$263,704.00	$235,884.00	$189,920.25	$173,549.00	$188,357.75	$186,886.50	$165,234.00	$1,999,900.00

VI.　One time vs. Recurring Fees Table

One Time Payments	Amounts
License Fees (net of 25% discount)	$491,197.50
Third Party License Fees (net of 25% discount)	$60,641.25
Third-Party Hardware Fees – BMI	$8,395.00
Professional Services, Billed as Incurred	$1,408,575.00
Professional Services, Milestone Payments	$591,325.00
Third-Party Professional Services Training – TimeClock Plus	$22,500.00
Recurring Payments	
Annual Support & Maintenance Fees *due 18 months after the Effective Date, and annually thereafter	$105,787.60
Third Party Annual Support & Maintenance *due 18 months after the Effective Date, and annually thereafter	$10,732.80
Third Party Subscription Fees *due at the Effective Date and annually thereafter	$57,000.00

VII.　PAYMENT TERMS:

a. Superion CryWolf License Fees are due: 20% on the Effective Date, 20% upon Ordinance Ratification, 20% upon Installation of Software, 20% upon completion of End User Training, and 20% upon Go-Live.

b. All other License Fees besides CryWolf, both Superion and Third Party are due: 20% upon Superion's completion of Milestone 1, 20% upon Superion's completion of Milestone 2, 20% upon Superion's completion of Milestone 7, 20% upon Superion's completion of Milestone 10, and 20% upon Superion's completion of Milestone 13.

c. Superion Professional Services Fees are due as follows: Billed as incurred, invoiced monthly as services are performed. The blended hourly rate for all services shall be $175. This rate shall remain in effect until 2 years after Phase 2 Go-Live.

d. Professional Service Milestone Payments are due: 100% upon Superion's completion of the respective deliverables outlined in the Milestone Table above and the attached Scope of Work, Exhibit 7.

e. Third Party Professional Services Training (TCP Cloud): 50% upon Superion's completion of Milestone 7 and 50% due upon completion of services with invoice.

f. Recurring Superion & Third-Party Annual Support & Maintenance Fees are included with License Fees for the Initial 18 month Support Term. Annual Support & Maintenance Fees are due: 18 months following the Effective Date, and annually thereafter on the anniversary of that date for recurring annual Support Terms. Maintenance Fees are subject to annual increases based on CPI West +2%. However, regardless of the current index rate, Customer's increases year over year will be limited to a maximum of three percent (3%) for the first five (5) Renewal Support Terms, followed by a limit of five percent (5%) for an additional five (5) Renewal Support Terms.

g. Upon invoice, Customer shall have 45 days to make payments for non-disputed amounts.

h. Third Party Subscription Fees (TimeClock Plus) are due: 100% upon Superion's completion of Milestone 7 and annually thereafter on the anniversary of the completion date for Milestone 7.

i. BMI Third Party Hardware & Software Fees: Due upon the Delivery Date, Customer will pay initial Fees outlined above related to BMI directly to Superion. After the Initial Support Term, Customer retains the right to purchase extended technical support, software application maintenance and warranties directly from BMI as outlined in Exhibit 9 ("**BMI Technical Support Agreement**").

j. Additional Costs - Customer will reimburse Superion for actual travel and living expenses that Superion incurs in providing Customer with Support Services and Professional Services under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Exhibit 3 (**"Superion Travel Expense Guidelines"**) attached hereto and will be invoiced on a monthly basis in arrears and due within forty-five (45) days from the date of invoice.

k. Customer is responsible for paying all taxes relating to this Agreement. Applicable tax amounts (if any) are not included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superion valid proof of exemption; otherwise, Superion will invoice Customer and Customer will pay to Superion all such tax amounts.

EXHIBIT 2

Maintenance & Support Standards

I. **Support Hours: Hours During Which Superion's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays.

II. **Support Terms.** The Initial Support Term shall begin at the Effective Date and extend for eighteen (18) months ("Initial Support Term"). Superion shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("Renewal Support Term"). This renewal will continue until termination of this Agreement provided that, Superion shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

III. **Targeted Response Times**.

"Notification" means a communication to Superion's help desk by means of: (i) Superion's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superion's then-current policies and procedures for submitting such communications.

With respect to Superion's support obligations, Superion will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Superion Solution identified in the order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superion "Telephone Support" hour occurring after Superion's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning Superion's Solution is not performing a process that has caused a complete work stoppage.	Superion has a stated goal to respond within 60 minutes of the issue being reported and have a mutually agreed upon resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, Superion has a stated goal to resolve an urgent issue within 24 hours of the issue being reported, and to provide a mutually agreed upon resolution plan to remedy the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning Superion's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	Superion has a stated goal to respond within 60 minutes of the issue being reported to Superion. Response time goal is only applicable for Critical issues reported via Superion's Toll Free Support.	Superion has a stated goal to resolve Critical issues within 5 business days of the issue being reported, or within 5 business days of the issue being reported, provide a mutually agreed upon resolution plan to remedy the issue.
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non-critical failure in operations occurs; meaning Superion's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	Superion has a stated goal to respond within four hours of the issue being reported ad have a resolution plan within 5 business days.	A resolution plan details the steps necessary to understand and possibly resolve the issue. Resolution plans may include recommendations that are unrelated to Superion's application software (i.e., hardware, peripherals, etc.).
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	Superion has a stated goal to respond within 24 hours of the issue being reported and have a resolution plan within 10 business days.	

Measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superion's support representative has been directly contacted by Customer either by phone, email, in person, or through Superion's online support portal, and b) when Superion's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Order; and will provide appropriate security access and accounts for Superion staff and each session participant. Customer must provide remote access to its facility using a Superion approved remote access client so that Superion can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superion staff and each session participant.

IV. API Deprecation & Future Changes to Technology & Structure

Superion will use best efforts to retain and support all Application Programming Interfaces (API) built on commercially available technology that provide backward version capability. However, future advances may allow Superion to take advantage of new technologies and may enable new features. To that end Superion commits to not pursue API deprecation on any product that would directly affect the Customer for the initial three (3) years after the execution of the Agreement, and thereafter will provide the Customer with a one (1) year notice of any changes to existing format or structure and will provide appropriate support in upgrading the Customer's interfaces, if needed. Superion is not responsible for any necessary Third Party work performance needed to complete an interface, however Superion commits to cooperating in good faith with Customer and Third Parties to resolve any interface issues and concerns. In addition, Superion also commits to giving notice to Customer as soon as reasonably practicable when Superion becomes aware of developments or changes to third party offerings that could impact Customer's use. If Time Clock Plus or BMI (Third Parties) makes changes requiring any workaround, Superion will use commercially reasonable efforts to support this endeavor.

V. Support Escalation Plan.

Superion:

If an urgent issue that is not resolved within two (2) business days following creation of a Case Number, Superion shall escalate the issue every business day to the individuals specified in the sequence below (or an individual of substantially similar position and authority if an individual listed below is no longer employed by Superion):

Name	Title	Phone	Cell	Email
Jacob Barnard	Director of Product Support	407-304-3631	407-228-2498	jacob.barnard@superion.com
Mike Garner	VP of Customer Support	336-878-1220	336-317-0056	mike.garner@superion.com
Tom Amburgey	Vice President & General Manager	407-304-3235	561-847-1626	tom.amburgey@superion.com
Kevin Lafeber	President & CCO	407-304-3102	612-860-6364	kevin.lafeber@superion.com

Customer:

If Superion does not resolve issues in accordance to the provisions under "Maintenance & Support Standards", then the Customer will escalate the issue as follows:

Name	Title	Phone	Email
Ellis Chang	Accounting Manager	714-741-5066	ellisc@ggcity.org
Kingsley Okereke	Finance Director	714-741-5060	financedepartment@ggcity.org
Scott C. Stiles	City Manager	714-741-5100	citymanager@ggcity.org

VI. Support Credits.

If an urgent issue is not resolved within thirty (30) calendar days following creation of a Case Number, Superion shall discount Support Fees for the following year in an amount equal to one twelfth (1/12) of such following year's Support Fees.

VII. Continuity of Business Testing & Optional Services.

Every local government should be prepared for an emergency situation. Whether natural disasters or an unexpected event, being ready to respond to the needs of citizens is critical. To help with these efforts, Superion partners with customers to ensure critical systems will be available in the event of unplanned situations. Three options of business continuity services are highlighted below:

- Cold Recovery Site – A cold recovery site can guarantee an agency will have servers and technology reserved in a dedicated, offsite data center. In an example scenario, an agency would provide Superion with a copy of system backups on a regular basis, usually weekly; database backups typically would be provided daily. Should switching to the backup site become necessary, Superion would set up the system based on an agency's system backups and have business operations back online in five to seven business days. Superion would recover transactions up to the point of the last backup provided.
- Warm Recovery Site – A warm recovery site can guarantee an agency will have servers that mirror a production environment set up and ready in a dedicated, offsite data center. Should switching to the backup site become necessary, the agency's software will be up to date and ready. Superion would recover transactions up to the point of the last backup provided. Agencies could be running on backup servers in one day.

★ SUPERION

- Hot Recovery Site – A hot recovery site can replicate system information and transactions to systems in a dedicated, offsite data center almost in real time. Technology may be employed to duplicate transactions posted to the agency's premise system to backup systems within just a few minutes. Should the need arise, an agency can be running on the backup systems within a couple of hours.

	Cold	Warm	Hot
Dedicated hardware in Superion data center	Yes	Yes	Yes
Software installed in Superion data center		Yes	Yes
System backups applied		Weekly	NRT*
Transaction data applied		Declaration	NRT*
Annual test of business continuity processes		Yes	Yes

The following are not to exceed recovery rates based on Customer electing these services within three years of the Effective Date: The annual price is $35,700 for a cold site, $105,000 or a warm site, and $157,000 for a hot site. There is a $7,500 set up fee regardless of the option selected. Included would be one (1) test of Continuity of Business fail over processes annually. In the event of a disaster, there is a declaration fee of $10,000 for the cold site, $5,000 for the warm site, and $2,500 for the hot site. This would allow Customer to run in the cloud for 60 days. After that, Superion & Customer to discuss remaining in the cloud as a hosted customer.

EXHIBIT 3

Superion Travel Expense Guidelines

Superion will adhere to the following guidelines when incurring travel expenses:

All arrangements for travel are to be made through the Superion Corporate Travel Agent unless other arrangements have been made with the Customer and are documented in writing.

AIR TRAVEL – Superion will use the least expensive class of service available with a minimum of fourteen (14) day, maximum of thirty (30) day, advance purchase. Superion shall provide the travel itinerary, along with the associated fare, as well as any receipts for reimbursement.

Trips fewer than 250 miles round trip are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

LODGING –Superion will use the most reasonable accommodations possible, dependent on the city, with establishments within the City limits of Garden Grove, CA. given first choice priority when available. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more Superion employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Receipts for car rental and gas purchases will be submitted to Customer. Superion shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Superion auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Superion staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, as long as it does not exceed $1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday <u>and</u> the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

MEALS – Standard per Diem – amount to follow federal GSA regulations**.**

EXHIBIT 4
Insurance Requirements

1.1 COMMENCEMENT OF WORK. SUPERION shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CUSTOMER. All subcontractors shall maintain the same insurance required of SUPERION herein. All insurance documents shall be provided to Customer upon request by the Customer.

1.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, SUPERION and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

1.3 INSURANCE AMOUNTS. SUPERION shall maintain the following insurance while on site and working on the project:

(a) Commercial general liability in an amount of $10,000,000.00 per occurrence (**claims made and modified occurrence policies are <u>not</u> acceptable);** Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(b) Automobile liability in an amount of $1,000,000.00 combined single limit **(claims made and modified occurrence policies are <u>not</u> acceptable);** Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(c) Professional liability in an amount not less than $1,000,000 per claim. 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 Customer. 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, SUPERION shall obtain continuing insurance coverage for the prior acts or omissions of SUPERION 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.

(d) Cyber liability, including cyber/information security coverage and cyber privacy coverage, in an amount not less than $2,000,000 per occurrence.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 1.3 (a) and (d) shall include CUSTOMER, 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 SUPERION. SUPERION shall provide proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

An Additional Insured Endorsement for the policy under section 1.3 (b) shall include CUSTOMER, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by SUPERION. SUPERION shall provide to CUSTOMER proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

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

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

EXHIBIT 5
Iron Mountain Escrow Provisions

PREFERRED BENEFICIARY
ACCEPTANCE FORM

Depositor, Preferred Beneficiary and Iron Mountain Intellectual Property Management, Inc. ("IMIPM"), hereby acknowledge that **XXXX** is the Preferred Beneficiary referred to in the Master Preferred Escrow Agreement effective **XXXX** with IMIPM as the escrow agent and Superion, LLC as successors to SunGard Public Sector LLC as the Depositor. Preferred Beneficiary hereby agrees to be bound by all provisions of such Agreement. If the Customer chooses to elect this option during the project, the first annual fee of $1,000.00 will be paid to Superion, and thereafter the annual escrow fee will be billed directly to Customer by Iron Mountain.

Depositor hereby enrolls Preferred Beneficiary to the following account(s):

Account Name	Deposit Account Number

Notices and communications to Preferred
Beneficiary should be addressed to:

Invoices should be addressed to:

Attn: _____

Designated Contact: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Initial and Subsequent Annual Invoices:
Superion, LLC
Accounting Department
1000 Business Center Drive
Lake Mary, FL 32746
Contact: Lisa Neumann

City of XXXX
Preferred Beneficiary

Superion, LLC
Depositor

By:_____

_____

By: _____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

IMIPM
By: _____
Name:_____
Title: _____
Date: _____

EXHIBIT 6

Minimum System Requirements

Superion Public Administration Architecture and Planning
Release 18.1

▪ Non-Disclosure Statement

Superion, LLC.

1000 Business Center Drive

Lake Mary, Florida 32746

Phone: (800) 695-6915

Fax: (407) 304-1005

Web site: http://www.superion.com

Architecture and Planning

We created this document to assist the IT staff at client sites in planning, deployment, and administration of the Superion Public Administration software. This document describes the minimum system requirements and includes basic architecture diagrams to help you plan for upgrades as the needs of your organization change over time.

HTML5 Applications

Superion implemented HTML5 application technology in the 18.1 release. The requirements for HTML applications may be different from what you have seen in the past. However, as your users open more windows and perform more multitasking on their machines, their productivity will increase as well.

Desktop Browsers
• Google Chrome®   • Internet Explorer® 11
Mobile Browsers
• Google Chrome®   • Apple Safari®

Server Requirements

The Public Administration software typically leverages multiple servers. This section of the document explains the server requirements to provide you with information you can use when planning for future upgrades.

Base Server Requirements

The table below displays the basic system requirements for a server. Unless otherwise specified, these are the minimum requirements for any server running Superion software.

Base Server	Category	Requirement
	Operating System	• Windows Server® 2012 or Windows Server 2016, 64-bit only
	Processors	• 4 Intel Xeon Cores® or equivalent
	Memory	• 12 GB of RAM
	Network	• 1 GB or faster network
	Storage	• 70 GB free space
	Software	• .Net® 4.5.1 • PowerShell® 4.0

Database Server Requirements

The database server is the biggest factor in stability and performance in the software. We strongly recommend that you use a physical server as your database server. If you use a VM, dedicated hardware allocation is critical to achieve minimum software performance. If both test and production database instances will be hosted on the same server, additional processor and memory is required beyond the minimum database server requirements listed below.

Database Server	Category	Requirement
	Operating System	*See Operating System requirements for SQL Server® version.
	SQL Server	• SQL Server 2012, 2014, 2016 (Standard or Enterprise only)
	Processors	Processors based on user load (Intel Xeon Cores):

		• 1-300 Users: 4 Cores • 301-600 Users: 6 Cores • 601-900 Users: 8 Cores • 900-1200 Users: 10 Cores
	Memory	Memory based on user load: • 1-49 Users: 16 GB • 50-300 Users: 24 GB • 301-600 Users: 32 GB • 601-900 Users: 40 GB • 900-1200 Users: 48 GB
	Network	• 1 GB or faster network
	Storage	• 500 GB to 2TB of available space
	Software	• PowerShell 4.0

SPSOne/Job Server Requirements

While the SPSOne Server software and the Job Server software can be installed on separate servers, for most small to medium sized sites this is unnecessary and both can coexist on the same server. The table below displays the requirements for a Job Server with SPSOne.

SPSOne/Job Server	Category	Requirement
	Operating System	• Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	• 4 Intel Xeon Cores or equivalent
	Memory	• 12 GB of RAM
	Network	• 1 GB or faster network
	Storage	• 70 GB free space
	Software	• .Net 4.5.1 • PowerShell 4.0

Cognos/Analytics Server Requirements

The table below displays the minimum system requirements for the IBM Cognos® software. These requirements may differ from those published by IBM as they are based on our experiences with client usage.

Analytics Server	Category	Requirement
	Operating System	• Windows Server 2012 or Windows Server 2016, 64-bit only • SQL Server 2012, 2014, 2016 (Standard or Enterprise only)
	Cognos Analytics	• Version 11.0.10
	Certent® Disclosure Management	• Version 10.3
	Processors	• 4 Intel Xeon Cores or equivalent
	Memory	• Cognos - 16 GB of RAM • CDM - an additional 8 GB of RAM (if same server)
	Network	• 1 GB or faster network
	Storage	• 100 GB free space (includes CDM storage)
	Software	• .Net 4.5.1 • PowerShell 4.0

![SUPERION logo]

ONESolution Finance Application Server Requirements

The Finance Application server is one of the most active application servers in the software. This server is responsible for most of the data entry and workflow functionality throughout the Finance software. The table below displays the Finance App server system requirements.

> **Best Practices Note**: Finance App Servers
>
> Although it is not required, we recommend that you implement a minimum of two Finance application servers in a load balanced configuration in a production environment. This provides you with better fault tolerance and stability. This also allows you to apply critical patches, restart services, and examine servers more closely during support engagements without forcing a full system shutdown.

Finance App Server	Category	Requirement
	Operating System	• Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	• 4 Intel Xeon Cores or equivalent
	Memory	• 12 GB of RAM
	Network	• 1 GB or faster network
	Storage	• 70 GB free space
	Software	• .Net® 4.5.1 • PowerShell 4.0

Edge/DMZ Server Requirements

The table below displays the minimum requirements for a server hosting the Superion Edge Applications (such as ONESolution Finance Edge Applications, ONESolution Mobile, Click2Gov, etc.) in the DMZ portion of the network. These requirements will change with future updates.

Edge/DMZ Server	Category	Requirement
	Operating System	• Windows Server 2012 or Windows Server 2016, 64-bit only
	Processors	• 2 Intel Xeon Cores or equivalent
	Memory	• 4-16 GB of RAM: Depending on number of products and user load (Edge, Mobile, or both require 4 GB total)
	Network	• 1 GB or faster network
	Storage	• 70 GB free space
	Software	• .Net 4.5.1 • PowerShell 4.0

Network Requirements

There is a substantial amount of communication between the application servers and the database server, as well as between the application servers themselves. In addition to that, the communication between the end users and the servers can be substantial. To avoid network bottlenecks, we require at least a 1 GB network.

Commonly Used Network Ports

The following table displays the commonly used network ports for several different servers.

Note: All servers and workstations generally need outbound Internet access on 80 and 443 for validation of certification revocation, online help, etc.

Server	Incoming	Outgoing
SQL Server	1433 or Dynamic Ports depending on configuration	
SecureLink®	Internet->DMZ: TCP 443	
DMZ	Internet->DMZ: TCP 80 & 443	DMZ-Inside: TCP 80, 443, 8101 and 8102
SPSOne	TCP 8101, 8102 and 8103	TCP 8101, 8102, 8103 and SQL
App Server	TCP 80, 443, 8101, 8102 and 8103	TCP 8101, 8102, 8103, SQL and IMAP/SMTP
Job Server	TCP 22 or 23 (Finance), 80, 443, 445 (SMB), 8101, 8102, 8103, 8080 (OMB)	TCP 8101, 8102, 8103, SQL, 515 (LPR) and SMTP
Analytics	TCP 80, 443, 8101, 8102 and 8103	SQL and SMTP (C2G)

Deployment Scenarios

The following section describes server deployment issues related to software performance and stability.

> **Performance Note**: Single Server Deployment
>
> While a single server deployment may sound appealing from a centralized management perspective, it is discouraged because it does not typically produce a scalable and fault tolerant environment for the software.

Virtual Machines

Virtual machine usage is an important factor on most client networks. While this technology offers a long list of advantages, virtual machines also come with some limitations. One limitation is the impact on shared physical resources. The more virtual servers sharing memory and processing power, the more that resource is divided and shared during processing. You must carefully monitor your VMs to maintain software performance and stability.

User Load

One of the challenges you face when estimating the amount of system resources required to meet your user's needs is understanding the types of users accessing the system. For example, a data entry clerk typically uses more system resources than a user who only performs approvals and light reporting. Carefully consider the types of users on your system when estimating user load.

> **Performance Note**: Test vs. Production
>
> It seems logical that a test system will only require minimal system resources, while the production system will take a larger allocation. However, the flaw in this thinking is the demand for software training. While implementing the software, either leading up to initial "go live" date or later when a new aspect of the software is implemented, users will gather for training. Unlike typical usage, when user input is sporadic and balanced, training sessions consist of concentrated bursts of users accessing the same area of the software at the same time. Training has a significant impact on data entry screens, Workflow, and job processing across the system. While this increase in processing demands is temporary, an insufficiently sized test environment can create a negative perception of the software and negatively impact the training experience.
>
> We strongly recommend test environments are similar in size to the production environments during the implementation and training phases.

Architectural Configuration Diagrams

The following diagrams display the recommended configuration for several different implementation scenarios.

Minimum Required Configuration

The minimum required configuration, shown below, is designed to support up to 140 concurrent users. This configuration does not include an Edge/DMZ server, and the application servers are not load balanced.
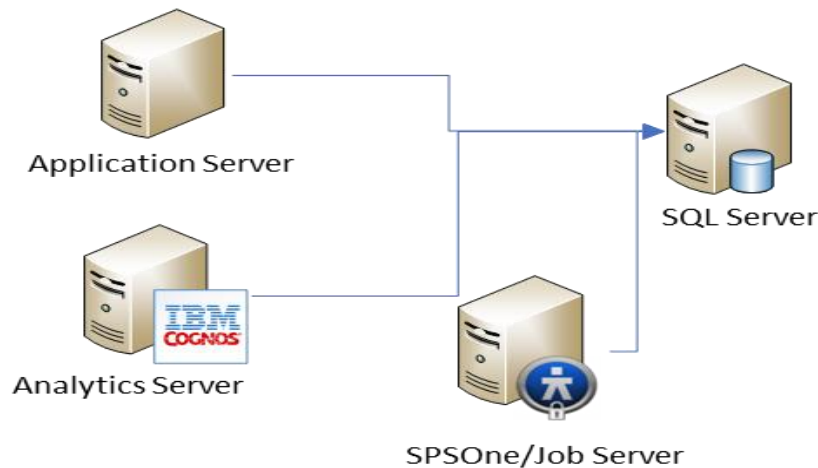
Minimum Required Configuration with Edge/DMZ Server

The configuration shown below is basically the same as the minimum configuration with the addition of the Edge/DMZ server. It is important to note that some additional set up may be required for the Edge/DMZ server to correctly communicate with the back-end Application Servers (such as opening the ports listed in the Network Requirements section of this document).
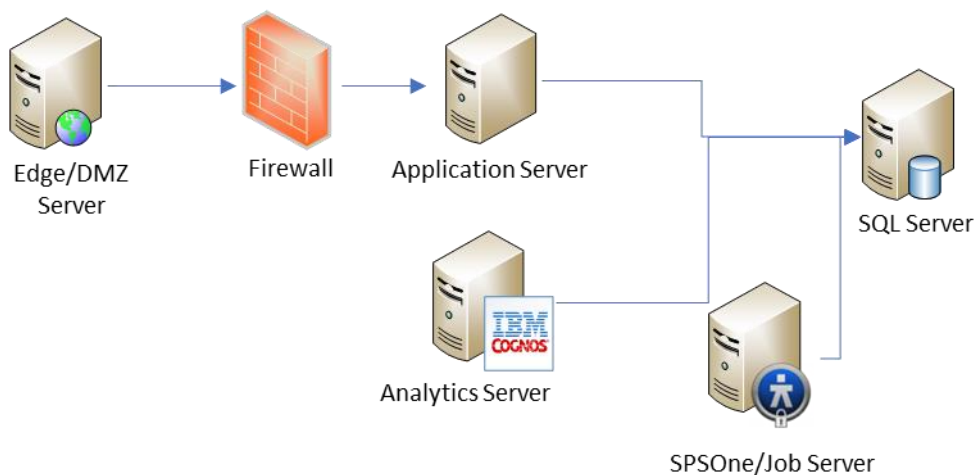
Minimum Recommended Configuration

The minimum recommended configuration shown below, has at least two Finance Application Servers to allow for better fault tolerance and redundancy of the high traffic application servers.
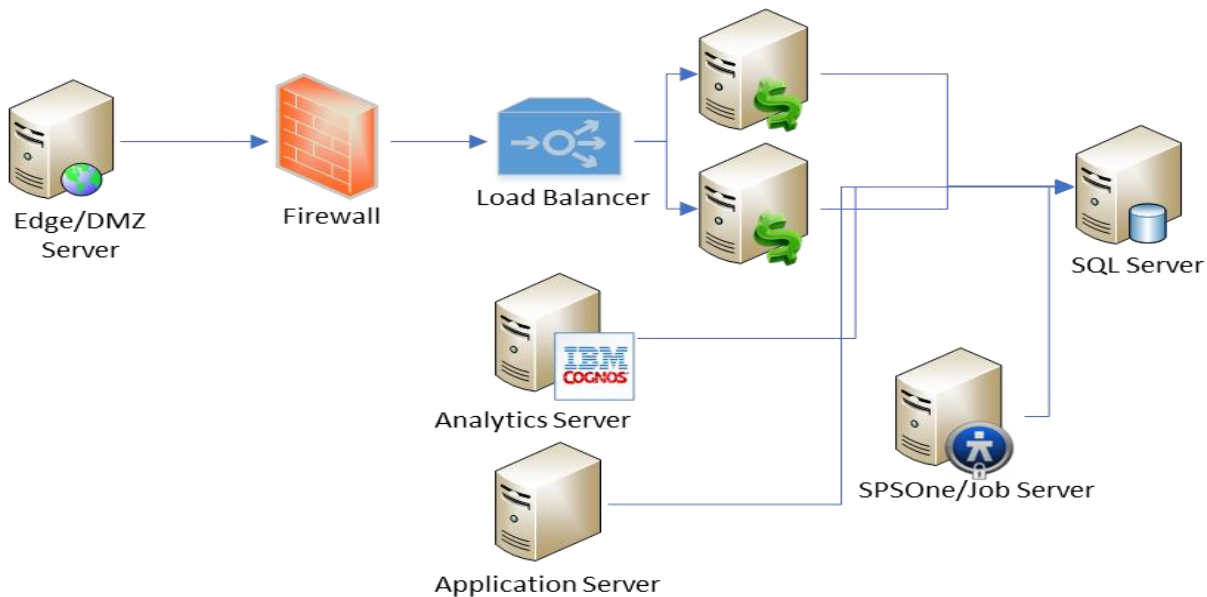
Larger Recommended Configuration

The configuration shown below supports more than 140 concurrent users, but larger sites will want to factor in more servers based on their individual needs. As demand increases, the number of application servers can easily be increased and added to the Load Balancing configuration without interrupting client usage.
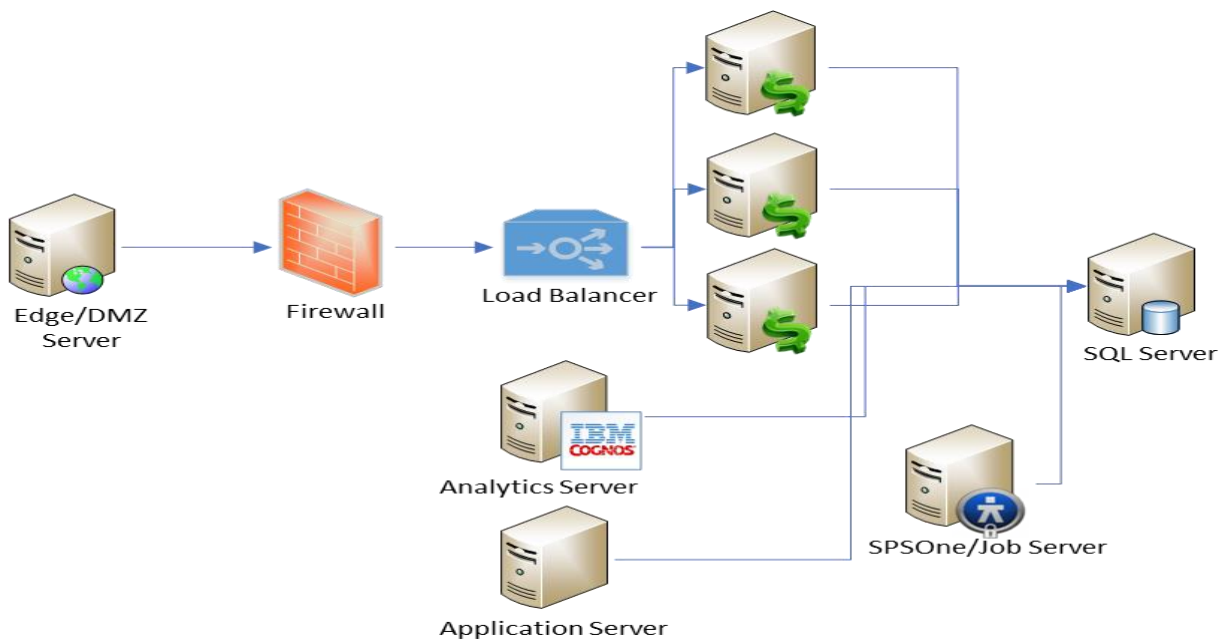
General Notes

1. All LAN connections, both server and workstation, should be 1 GB/sec or faster and in a switched environment. Any WAN connections should be evaluated regarding concurrent usage and latency. Please contact a Superion Solutions Architect to discuss any WAN implementations.

2. Superion recommends creating a separate partition (such as d:\ drive) to install the Superion Apps.

3. Hard drives hosting the Superion applications and the requisite databases should be based on SAS or Fiber Channel technology. Superion does not recommend the use of SATA drives with production infrastructures due to the low I/O performance inherent to SATA technology.

4. The storage subsystem will vary in size and design relative to a customer's size, the applications being installed, and any data to be converted. A Superion Solutions Architect will work with your IT staff to determine the final drive layout and RAID groups necessary to support our applications.

5. An Application Server is configured for up to 140 concurrent users. An additional Application Server is required for each additional 140 users. A hardware load balancer, such as F5, is recommended for clients that want load balancing between two or more Application Servers.

6. Microsoft SQL Server is the only database software supported for Superion applications. Due to the Microsoft licensing requirements, SQL must be licensed on a per core basis to be compliant with our application model. ONESolution requires a named instance.

7. The ONESolution client is only supported on workstations running the business class versions of Windows. The Home or RT versions of Windows are not supported.

8. The specifications in this document are for physical servers or virtual machines dedicated to the Superion applications. Superion does not recommend installing anything other than the supported system software on servers/VMs running our applications.

9. The specifications listed in this document are recommendations based on average customer experiences and load testing. Tuning of the hardware and software may require additional hardware resources for best performance in your specific environment.

EXHIBIT 7

Scope of Work

TABLE OF CONTENTS

1. Executive Summary

1.1. Introduction

This document is the Statement of Work (SOW) for the implementation of Financial, Human Resources, and Payroll Information Management software and related services only with respect to the Solution software expressly identified in the Order (the "Agreement") for the **City of Garden Grove, CA** (the "Customer"). Superion will provide implementation services identified in the Agreement as further described in this SOW to assist the Customer in implementing the ONESolution Software solution. The SOW is an attachment incorporated as part of the Agreement signed by Superion and the Customer, and all actions directed herein shall be performed in accordance with the aforementioned Agreement.

The SOW is intended to document the project scope, methodology, roles and responsibilities, assumptions, expectations, implementation activities, milestones and deliverables.

1.2. Project Criteria for Success

1) Replace Customer's legacy Finance, Human Resources and Payroll systems and off-system tools with a single modern system that promotes the exchange and extraction of information.
2) Reduce the need for redundant data processes through integrated systems, utilizing one point of data entry for all information.
3) Be able to accurately and quickly determine and report on critical financial information across the entire Customer including how much the Customer owes, how much it is owed, and how much it currently has (enhanced cash flow reporting).
4) Use the opportunity the project presents to re-think and improve existing Customer business processes.
5) Maintain an organized, thoughtful, and planned approach to the implementation project that best takes advantage of existing staff resources and allows the Customer the best chance for long term success.
6) Access Payroll and Human Resources data from a seamless system that also integrates with the financial data base.
7) Enable and promote sharing information cross-functionally.
8) Improve employee's access to their own information.
9) Utilize workflow to automate notifications, approvals, and other tasks.
10) Provide a platform for future improvements, to support increasing volumes of growth in the customer's and associated services.

1.3. Customer Goals

1) Develop a standard project management methodology and delivery infrastructure.
2) Re-engineer and optimize business processes and system configuration to improve efficiency.
3) Implement all software modules within the agreed upon schedule and budget with acceptance procedures satisfied in writing.

4) Complete a knowledge transfer process that will establish the necessary skills and proficiency needed for the Customer to support the system after implementation.

5) Support the migration from the as-is to rapid adoption and proficient use of the to-be business processes and supporting software.

2. Scope Overview

The purpose of this project is to replace the Customer's current Financial, Human Resource and Payroll applications with a new completely integrated solution and to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the ONESolution application. The project scope is comprised of the Software and Services identified in the Agreement as further described throughout this SOW.

2.1. Component Unit Scope

ONESolution Finance

- General Ledger
- Job/Project Accounting Ledger
- Project Allocation
- Budgeting
- Accounts Payable
- Cash Receipts
- Bank Reconciliation
- Purchasing
- PunchOut
- Stores Inventory (Warehouse)
- Fixed Assets
- Accounts Receivable
- Grants Management
- Contract Management
- Easy Laser Forms
- Documents Online

ONESolution Foundation

- Workspace
- Workflow

ONESolution Human Resources/Payroll

- Human Resources
- Payroll
- Position Budgeting
- Employee Online
- Professional Development
- Personnel Actions

ONESolution Core

- Superion Analytics

ONESolution eGovernment

- Click2Gov Accounts Receivable
- Click2Gov Vendor Management

Additional ONESolution Applications

- CAFR Constructor
- Budget Book Builder
- CryWolf False Alarm Solution

Third-Party Applications

- BMI AssetTrak Fixed Assets
- BMI Collect-IT Inventory Solutions
- TimeClock Plus

2.2. Organizational Scope and Phases

All Customer departments and organizations will be part of the scope of the system as the ONESolution software will impact all employees.

The Preliminary Implementation phasing is as outlined below. During project planning, Superion and the Customer will build the actual project plan and schedule which will then be updated and maintained jointly by the respective Superion and Customer Project Manager throughout the project.

The key phases are as follows:
Customer and Superion agree that Phase I and Phase II will not overlap. The current plan is to have Phase II start after the go live for Phase I.

- Phase I – Finance: Go live is estimated to occur 12-15 months from the Effective Date
- Phase II – Human Resources and Payroll: Go live is estimated to occur 27-30 months from the Effective Date

2.3. Training and Configuration Scope

Superion includes the following baseline consulting and training in the scope of this project. The following standard areas for the Financials and HR/PY phases of the project will be covered as part of the consulting and training. Topics and agenda's may be adjusted during the implementation based on needs assessment and agreement between the Customer and the Superion Project Manager. The majority of consulting and training will be conducted onsite, but remote sessions will be included throughout the project. See section 3 in this SOW for our overall approach to consulting and training.

GLCF01	General Ledger Overview and Chart Design
GLCF02	General Ledger Structure Design
GLCF03	General Ledger Structure Setup (Remote Configuration by Consultant)
GLCF04	Core Financial System Overview, Needs Analysis and Initial Design
GLCF05	General Ledger Training - Chart of Accounts Maintenance, Journal Entries, Recurring Calculations and Budget Entries
CFGM001	Grants/Contracts Management – Needs analysis, System Setup and Configuration
GLCF06	Core Financial Setup and Testing (Remote Configuration by Consultant)
GLCF07	Core Financial Training - Purchasing, Accounts Payable, Bank Management and Fixed Assets
GLCF08	General Ledger Training - Advanced Budget Entries, Journal Entries, Reconciliation, Utilities
GLCF09	Core Financial Training - Accounts Receivable and Cash Receipts
CFGM02	Grants/Contracts Management Training
GLCF10	Core Financial Training - Advanced Processing - Purchasing, Accounts Payable, Bank Management, and Fixed Assets
GLCF11	Core Financial Training - Advanced Topics: Maintenance and Utilities
GLCF12	Gap Analysis, Data Mapping, Data Conversion, and Comparison Testing
GLCF13	Final Review of Client Workstation Preparedness
GLCF14	Parallel and Process Testing (Budget Checking, Encumbrances, Clear Out Scripts, Utilities)
GLCF15	Go-Live Preparation and System Handoff
GLCF16	Go-Live Support

GLCF17	Post Live Support
GLCF18	Calendar Year End Training
GLCF19	Fiscal Year End Training
BUD01	Annual Budget Development
HRPY01	Human Resources & Payroll - Needs Analysis & Configuration Setup
HRPY02	Human Resources & Payroll - Needs Analysis, System Setup and Configuration Decisions
HRPY03	Human Resources & Payroll - Comparison Testing, Data Conversions
HRPY04	Human Resources & Payroll - Time and Attendance Planning and Comparison Testing
HRPY05	Human Resources & Payroll - Gap Analysis, Data Mapping and Comparison Testing
HRPY06	Human Resources & Payroll - Employee Management Training
HRPY07	Human Resources & Payroll - Payroll Processing and Comparison Testing Training
HRPY08	Human Resources & Payroll - Gap Analysis, Data Conversions and System Configuration
HRPY09-10	Human Resources & Payroll - Employee Personnel, Payroll Management and Payroll Process
HRPY11	Human Resources & Payroll - Employee Personnel, Payroll Management and Payroll Process
HRPY12	Go-Live Preparation and System Handoff
HRPY13-14	Go-Live Support
EO01	Employee Online - Overview
EO02	Employee Online - Configuration
EO03	Employee Online - Benefits Configuration
EO04	Employee Online - Benefits Configuration & Training
EO05	Employee Online - Open Enrollment Configuration
EO06-08	Employee Online - Configuration Cont.
EO09	Employee Online - Advanced Configuration
EO10-12	Employee Online - Go Live Prep
HRPYPD01	Professional Development - Overview
HRPYPD02-03	Professional Development - Configuration
HRPYPD04-05	Professional Development - Testing
HRPYPD06	Professional Development Training - Web
HRPYPD07	Professional Development Training - Application
HRPYPD08	Professional Development Training - Security & Go-Live Prep
PB01	Position Budgeting - Overview
PB02	Position Budgeting - Initial Testing & Configuration
PB03	Position Budgeting - Initial Configuration
PB04	Position Budgeting - Overview
PB05-07	Position Budgeting - Configuration
PB08	Position Budgeting - Process Review & Verify Calculations
PB09	Position Budgeting - Process Training Customer Specific Processes

PB10	Position Budgeting - Process Training Cont. Customer Specific Processes
PB11-13	Position Budgeting - Process Review - Troubleshooting/ Issue Resolution
PB14-15	Position Budgeting - Go Live Prep
PB16-17	Position Budgeting - Process Review - Post Live Support
PAF01	Personnel Action Forms - Configuration
PAF02	Personnel Action Forms - Overview
PAF03	Personnel Action Forms - Workflow Configuration
PAF04	Personnel Action Forms - Workflow
PAF05	Personnel Action Forms - Post Live
TOOLS01	Tools - SPSOne Security & Desktop Training
TOOLS02	Tools Overview and Needs Analysis
TOOLS05	Tools - Workflow Training
TOOLS06	Tools - SPSOne Security Follow-up
RPRT01	Reporting Overview and Needs Analysis
RPRT03	Cognos Report Training

2.4. Data Conversion Scope

Superion has included the following data conversion in this SOW. Superion and the Customer will work together to create cross-walk tables for the conversion of data from legacy system. During the project, further discussion and discovery will take place and the Customer may request that modifications to the data conversion services scope be performed by Superion. If the data conversion scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order which will describe changes in scope of work and payment of fees due for such modified hours/pricing. If Customer decides to reduce the scope in one functional area and increase the scope in another functional area, then Superion will determine the net effect of the change before initiating a Change Order request. All Change Orders associated with data conversion will be based on the agreed upon hourly rate per Exhibit I.

Superion has included conversion services and pricing in the Agreement for the conversion services outlined below.

- Superion and the Customer will build a project plan that includes converting data four (4) times for Finance and HR/PY.
  - If more than four (4) conversions are required, the project schedule may be impacted and Superion and the Customer will mutually agree on an updated project schedule.
- Superion will convert agreed upon data four (4) times for Finance modules and four (4) times for the HR/PY modules:
  - One (1) initial Mapping Conversion to test the mapping of data. A smaller subset of data will be converted.
  - One (1) Interim Mapping Conversion to test the re-mapping of data.
  - One (1) additional conversion will be executed prior to Integration and parallel Testing.

- o One (1) final conversion will be executed prior to and coordinated with scheduled Go-Live.
- Customer will work with Superion to validate data after each conversion and communicate test results within 3 weeks.
- Customer will sign off on all 4 conversion steps once testing is completed.

Functional Area	Data	System	Type/Quantity	Tool
In Scope Conversions				
General Ledger	Account Balances	Legacy	Active Accounts – monthly balances for the prior 2 fiscal years	Superion's Standard Import
General Ledger	Detail transactions	Legacy	For the current fiscal year at time of go-live	Superion's Standard Import
General Ledger	Annual budgets	Legacy	Adopted and amended totals for the past 2 fiscal years	Superion's Standard Import
General Ledger	Budget detail transactions	Legacy	For the current fiscal year at time of go-live	Superion's Standard Import
Projects	Detail transactions	NA	For the current fiscal year at time of go-live	Superion's Standard Import
Projects	Monthly totals	NA	Inception to date	Superion's Standard Import
Purchasing / Accounts Payable	Vendors	Legacy	Active vendors at the time of go-live	Superion's Standard Import
Purchasing	Purchase Orders	Legacy	All open purchase orders at the time of go-live	Superion's Standard Import
Fixed Assets (Capital / Controllable Assets)	Assets (Details)	Legacy	Active / Retired assets at the time of go-live	Customer's choice of Superion's Standard Import or Custom Delimited Data File Import (SYUTLF)
Bank Reconciliation / Accounts Payable	Outstanding Check History	Legacy	All outstanding checks at time of go-live	Superion's Standard Import
Accounts Payable	1099 checks	Legacy	All 1099 check activity for the current calendar year	Superion's Standard Import

Accounts Receivable	Invoice details	Legacy	Outstanding receivables at the time of go-live	Superion's Standard Import
Customers	Account detail	Legacy	Active Customers at time of go-live	Superion's Standard Import
Inventory	Item Details	Legacy	All inventory items on master inventory list	Superion's Standard Import
Inventory	Transactional Issues and Adjustment History	Legacy	All inventory issues and adjustments for the current fiscal year at time of go-live	Superion's Standard Import
Human Resources / Accounts Receivable	Cobra Billing invoices (currently a shadow system in MS Excel, but invoice though PICK)	Legacy	This is mostly a MS Excel file, but the legacy system prints out periodic invoices	Superion's Standard Import

Functional Area	Data	System	Type/Quantity	Comments
In Scope Conversions				
Human Resources	Employee personnel data including pay assignments, employee tracking info contained in the HR Data Conversion Guide	Legacy	All employee records in the current system – active and retiree information	Superion's Standard Import** Any historical data rolled will require the corresponding configuration tables rolled as well, for example job/position tables, salary tables, etc. Crosswalk tables will need to be developed.
Human Resources	Personal Actions	Legacy	Two calendar years or the oldest applicable MOU for employee personnel action history, including employee master and employee pay assignments	Superion's Standard Import
Human Resources	Employees' leave balances	Legacy	All accrued leave balances at time of go-live	Superion's Standard Import
Payroll	Payroll History, pay assignments, and EFT information contained in the HR Data Conversion Guide	Legacy	5 Years of History for W-2s and detailed payroll transactions in the current calendar and fiscal year	Superion's Standard Import
Payroll	Outstanding Payroll Check	Legacy	All outstanding checks at the time of go-live	Superion's Standard Import

2.5. Interface Scope

The Interfaces identified in the Agreement are as further described below. The interfaces included in this SOW were identified by Superion based on the RFP and discovery. During the project, further discussion and discovery will take place and the Customer may request that modifications to the interface services scope be performed by Superion. If the interface scope is requested to be modified by Customer, it will become the subject of a separately executed Change Order (Appendix 6) which will describe changes in scope of work and payment of fees due for such modified hours/pricing. If the scope change is the result of adding and deleting interfaces, then Superion will determine the net effect of the change before initiating a Change Order request. All Change Orders associated with interfaces will be based on the agreed upon hourly rate per Exhibit I.

The interfaces identified in the Agreement will be developed and or configured using the processes identified in this SOW. Following is a description of the interfaces to be provided.

Assumptions:

- Superion is not responsible for the applicable third party software, third party hardware or third party system software costs which may be required for the development of the interfaces described. The Customer is responsible for any necessary communications with third party vendors if necessary to accomplish the Interface scope in this SOW.
- Additional requests and changes to the scope of the below interfaces will require a change order (see Section 9.3 of this SOW) and may incur additional charges. Changes include any additional requirements including building integration via API and Web Services (if not already listed as the interface method.)
- Interface list starts on next page

ID #	Application/Required Interface	Use of System	Type/Frequency of Interface	Expected Interface	Import/Export	Interface Method	Phase
1)	TimeClock Plus	Time Keeping	As Needed	Load Employee Timecards into the ONESolution timecard table – See below for further description	Import	Web Services	2
2)	NeoGov	Recruitment	As Needed	New Hire Interface	Import	Standard interface is with NeoGov	2
3)	In House Payroll system	Payroll	As Needed	Temporary integration to post payroll transactions to the ONESolution General Ledger. Integration will not be required once ONESolution Payroll is live.	Import	Standard Upload File	1
4)	AssetWorks	Fleet Management and Vehicle asset tracking	Periodic / Monthly	Fleet Asset information; need custom report to compare cost maintenance in AssetWorks to book value; use PO integration to create FA record in OS;	Import	Web API	1
5)	In House Water / Sewer Billing System	Utility Billing	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
6)	In House Recreation System	Class registration and Facility reservation	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
7)	In House Cashier System	Counter Payment Processing	Frequently In House Cashier – to – Superion Cashier	Cash Receipts import daily; Customers import daily GL account, description, amount and date.	Import and Export	Web API	1
8)	In House Code Enforcement System	Code Enforcement Invoicing and	As Needed	Cash Receipts import daily; AR import daily,	Import	Standard Upload File or Web API	1

		Chase Management		Customers import daily			
9)	In House Business Tax System	Manage Business Tax Records, Permits, Payments	As Needed	Cash Receipts import daily; AR import daily	Import	Standard Upload File or Web API	1
10	Permit City	Building Permits Application	As Needed	Cash Receipts import daily	Import	Standard Upload File or Web API	1
11	OpenGov	Financial Transparency Portal	Standard	Financial Data Integration	Export	Standard	1
12	AT&T Monthly Invoice	Monthly import into A/P	As Needed	Utility bills monthly	Import	Standard Upload File	1
13	Positive Pay	Create as needed, positive pay export for bank	As Needed	Paid checks	Export	Standard Upload File	1
14	Telestaff	Fire Department scheduling that interfaces with timesheets	Bi-weekly	Timecards	Import	Web API	2
15	In House Work Order	Work Order to create a PR	As Needed	Bringing in Vendor, Parts, etc. to generate a Purchase Request	Import	Standard Upload File or Web API	1

TimeClock PLUS (TCP)

Superion has standard integration with TimeClock PLUS inclusive of the following features and requirements:

- The timecard import supports the import of timecard activity to the ONESolution timecard tables
- Reports and notifications can be created/run against the imported data
- Once timecards are confirmed they are distributed and folded into the payroll calculation process
- This integration from ONESolution returns the following information to TCP in real time:
  - Employee ID, First Name, Last Name, email address department and calendar.
  - Employee ID, job title, department, supervisor ID, record type. For each job the allowed hours are also provided grouped by hour type (Leave, Regular, OT and OT2)
  - The Position ID, the Position Description (POSLONG), PCN, PCN Description (LONGDESC), and the hours associated with the Position
  - Employee leave transactions
  - The types of Leave possible and the Hours that affect those Leaves

     o ONESolution and TCP will maintain real time accrual balances, hour, and project codes.

     o This service returns timecard records that have created with this API. This can be run for all employees or for a single employee. In addition to the information inserted when the record was created, the date and time of the insertion will be returned.

NeoGov

Superion has standard integration with NeoGov, which includes the following features and requirements:

- Superion's integration will allow Customer to load vital Applicant Information to the ONESolution HR Applicant.
- The utility imports using a csv file.
- Reports and notifications can be created/run against the imported data.
- Once an applicant is designated a new hire, data automatically moves to Employee screens in HR and Payroll.
- The utility is configurable by creating field mappings which indicate the source table and field with a cross walk.
- The utility can be run On Demand or be Automated.

2.6. Modifications & Enhancement Scope

Open ID & LDAP compatibility is currently a feature on the ONESolution Roadmap for rollout by end of October 2018. Superion acknowledges that the ability to use Open ID to connect and provide multiple authentication using LDAP is an important feature that the Customer will require as a system customization in the scope for this project. As such, Superion has committed to having this feature available for Customer, with its successful test an included feature requirement of payment Milestone

2.7. Reporting Scope

Standard reports and associated report development training are provided as part of this Scope of Work. Superion has included 900 hours in this agreement for building reports or adjusting standard reports for the Customer. See requirements and notes below.

Superion has included the work necessary to complete the Customer's CAFR and Budget Book as outlined in Appendix 2. Superion will use Cognos CDM and our CAFR Constructor tool to create all the technical components necessary for the Customer to produce its CAFR. Customer will supply the necessary narrative components to complete the CAFR. Appendix 2 outlines the CAFR schedules Superion will assist the Customer in producing.

Superion will utilize Cognos Analytics for creating reports in ONESolution. Superion will make the CDD reporting tools and a library of existing CDD reports available to the Customer, but will not support the product as it is being phased out.

Assumptions:

- Customer and Superion will create the report scope spreadsheet which will identify and prioritize the required reports.

- Superion utilizes the following rules when scoping report hours identified while creating the reporting plan:
    - **Simple** – list report with basic calculations and formatting. Report templates can be utilized for the majority of development. Typically, one query handles the report information. Can be prompted and filtered. *Est. 8 hours*
    - **Medium –** report containing more advanced calculations and formatting. May need more than one report query to retrieve the data, master-detail relationships may be needed. Typically includes several prompts. *Est. 16 hours*
    - **Complex** – highly formatted report which may contain more than one list or report object and multiple developed pages, contains complex calculations such as running balance, may have conditional formatting and multiple levels of summarization. Financial Statements typically fall under this category. *Est. 32 hours*
- Superion will train Customer on how to create new reports or modify existing reports.
- Superion has included hours to train Customer on how to create new reports or modify existing reports.
- The Customer can add additional hours outside of the Agreement which will become the subject of a separately executed Change Order describing additional scope of work and payment of fees due for such additional hours/pricing. All Change Orders associated with report development and training will be based on the agreed upon hourly rate per Exhibit I.

2.8. Workflow Scope

Standard workflow Models and associated Workflow Model training and assistance described below will be provided and included under this Scope of Work. During the project further discussion and discovery will take place by Superion and the Customer to mutually determine if additional workflows are to be completed by Superion which will become the subject of a separately executed Change Order which will describe additional scope of work and payment of fees due for such additional hours/pricing. If Customer decides to reduce the workflow scope in one functional area and increase the workflow scope in another functional area, then Superion will determine the net effect of the change before determining if a Change Order request is required. All Change Orders associated with workflows will be based on the agreed upon hourly rate per Exhibit I.

The standard workflows include the following and will be configured to meet the Customer's business process including requirements that may be different between departments:

Superion has included 450 additional hours for yet-to-be identified Workflow requirements. These hours are for Workflow models outside of the standard models listed in this SOW. The 450 hours will be billed as incurred.

Standard Workflow Models

Financial Workflows

Model	Approvals
PR APPROVAL	Superion will build one Purchase Request model for the Customer under this agreement. Model can be built to use standard PO generated PDF to be emailed or mailed to Vendors.
PO Change Orders	Superion will build one Purchase Order Amendment Request model for the Customer under this agreement, including notification to the vendor that PO Amendment has been approved.
AP APPROVAL	Superion will build one Accounts Payable invoice processing model for the Customer under this agreement.
AP CHECKS/PAYMENTS	Superion will build an AP Check approval model for the Customer under this agreement. The model will include routing for urgent invoice payments and a routing for regular invoice payments which includes the generation/distribution of a custom warrant report.
JE approvals and auto-distribution	Superion will build a Journal Entry approval model for the Customer under this agreement. The model will have auto distribution to the General Ledger.
BU adjustment approvals and auto-distribution	Superion will build a Budget Adjustment model for the Customer under this agreement. The model will have auto distribution to the General Ledger.
Accounts Receivable	Superion will build an Accounts Receivable invoice processing module for the Customer under this agreement.
CASH Receipts	Superion will build a Cash Receipts approval model for the Customer under this agreement.
Approval Notification Model	A nightly notification model will be built for the Customer under this agreement. The model will notify approvers if they have pending approvals in their queue.
CM Approval (status)	Superion will build one Contract Management Approval (status) model for the Customer under this agreement. The model should include the entire process from initiation through finalization of a contract.
CM Amendment	Superion will build one Contract Management Amendment model for the Customer under this agreement.

Payroll and Human Resource Workflow Models

Model	Description
New Hire	Superion will build one New Hire notification model for the Customer under this agreement. This is a notification workflow with no approvals. When a new employee ID is created, it will notify IT to set up an e-mail account for the employee and also notify Payroll that a new person has started.
Onboarding / New Hires	Superion will build one Onboarding model for the Customer under this agreement. The employee is hired and HR will create the employee in the system. When the hire date is entered/saved, it will trigger a workflow, which will send out notifications to staff. The system can also automatically create probation and review dates. The system can also send out letters to the employee (welcome letter with orientation date, benefits sign-up info, etc.). The employee can then go online to Employee Online and sign up for benefits, tax elections, direct deposits, etc.
Offboarding / Termination	Superion will build one Offboarding model for the Customer under this agreement. HR will go into the employee's screen and enter a termination date. This will trigger a workflow that will notify all necessary parties. The workflow can also send out letters to the employee (with exit interview date, when they will receive last pay check, etc.) and to benefits providers (COBRA, etc.). Once all workflow approvals have been completed, the system will stop the employee's deductions automatically based upon the employee's end date.
License/Certification	Superion will build one License/Certification notification model for the Customer under this agreement. This is a notification workflow with no approvals. The model will reference the expiration date of the license/certification and notify the employee if their license or certification is about to expire.
Termination	Superion will build one Termination model for the Customer under this agreement. This workflow will let IT know to de-activate the email and other security of a person who is terminated. It will also notify the Payroll Section.
Personnel Action	

	Superion will build one Personnel Action model for the Customer under this agreement. The model will gather information from the Personnel Action Forms and move them forward to proper approvers before updating the database with those items. Examples include processing a new-hire, salary change, employee separation and employment status change. These six (6) workflow models are used for both approvals and employee updates.
Employee Online and Open Enrollment	Superion will build model(s) for Employee Online/Open Enrollment approvals for the Customer under this agreement. These models gather changes to an employee's record that were submitted within employee online. They allow the employee to submit the changes such as direct deposit change, personal information, emergency contact information, family information, reimbursement direct deposit and tax changes. The HR department then has the ability to approve these changes, and once approved, the change takes effect.

Additional Ad-Hoc Models (billed as incurred)

Model	Description
Performance Appraisal	Superion will build a Performance Appraisal model for the Customer under this agreement. The workflow model to notify supervisors of upcoming performance appraisals prior to appraisal due dates and to notify supervisors and HR after the review has been completed.
Leave Requests	TCP will build a Leave Request workflow model for the Customer under this agreement. The model will allow employees to submit leave requests in advance so that the employee can request time off before the actual pay period in which the leave occurs.
Timecard Approval	TCP will build a Timecard model for timecard approvals for the Customer under this agreement.
Flex Spending	Superion will build a workflow model for Flex Spending Requests for the Customer under this agreement. Superion will build a workflow for Flex Spending Requests. A special deduction code will be setup and each time money is deducted from an employee's paycheck, it will be accumulated in association with the deduction code. This will maintain the balance of the FSA account. A web form can be created for employees to request FSA claims. Once the web form is filled out and approved, it will reverse the deduction balance for the appropriate amount of the approved claim. The system will enable reporting and on-screen queries so employees and HR staff can easily view their FSA balances.
Payroll Checks	Superion will build a workflow model that for Payroll Checks for the

	Customer under this agreement. The model will allow for approvals and notifications prior to payroll processing. After checks are cut, it will also generate/distribute reports.
Project Cost Recovery	Superion will build a project cost recovery workflow model for the Customer under this agreement. The model will notify parties of cost recovery information (stored on a project number) and require approval once all costs have been entered, which will automatically close the project.
Inventory	Superion will build one Inventory Requisition model (for departments who order inventory from the warehouse) for the Customer under this agreement.
Vendor Approval	Superion will build a Vendor Approval model for the Customer under this agreement (in the event the Customer decentralizes the task of adding new vendors in the system). This task must be approved by Purchasing before they are valid to use.

2.9. Forms Scope

Superion has included the following Forms in this Scope of Work. Superion will provide standard form samples that the Customer will use to choose the necessary forms. Custom forms can be created by Superion, but additional hours would be required at Customer's expense.

Description
1 Purchase Order – Could be a report which outputs to PDF
1 Account Receivable: 1 Invoice and 1 Statement – Could be a report which outputs to PDF
1 Accounts Payable Check Easy Laser Form and EFT
1 Cash Receipt
1 Payroll Check Easy Laser Form and EFT
1099 and W2's – These are created as part of each calendar year end release.
1095-C/ 1094-C Forms – These are part of the standard Regulatory Application

Assumptions:

- Superion will create one version of each form to be reviewed by Customer. Changes will be made according to the Customer's input. If multiple versions of any one form are requested, additional charges will apply. All Change Orders associated with additional form charges will be based on the agreed upon hourly rate per Exhibit I.

2.10. Installation Services Scope

The installation services will include the following:

- Installation of (1) Test, (1) Production, and (1) Train environment of ONESolution to be completed.
  - Production environment may have up to 4 application servers
  - The Test, Train and additional environments will each have 1 application server
- Superion uses the following environment methodology as part of its implementation.
  - Phase 1 Finance – Initial installation is completed into 1 pre-production environment. All configuration, data conversion, core team training and testing is completed in this environment. Prior to end user training, a "training" environment is created and the data from Pre-Production is copied over. This second environment called "train" is used to train end users and as a sand box for users to learn. Prior to phase 1 final Go-Live, the Pre-Production environment is cleared of data and the final conversion is completed. Pre-Production is now considered "production."
  - Phase 2 Human Resources/Payroll – All configuration, conversion, core training, and testing is completed in same production environment as phase 1. When Finance is live, Payroll transactions are never posted to the live production. Prior to end user training for phase 2, the data from production is copied to the train environment. The train environment is used to train end users and as a sand box for users to learn. Prior to final Go-Live the Pre-Production environment is cleared out of human resources and payroll data and the final conversion is completed. Pre-Production for Phase 2 is now considered "production."
- Superion will create the (1) Test environment immediately after ONESolution is installed in the pre-production environment. Customer will be trained to perform a data refresh from pre-production as part of the System Administrative training.
- Installation of (1) Test, (1) Production and (1) Train Cognos environment to be completed.
- Superion will complete all installation remotely.
- System Administrative training comes standard with all ONESolution installations which will be scheduled and completed remotely.
- Superion will train Customer on how to perform a data refresh from Production to other environments as part of System Administrative training. This training will be scheduled for 2 hours, unless more time is needed by the Customer.

Assumptions:

- Superion and the Customer will mutually agree on the dates and schedule for the installation and other services.

- Procurement of the Hardware is the responsibility of the Customer. Customer will install all hardware components including the operating system at least 1 week prior to the scheduled ONESolution install.
- Application Server Load balancing and farm set up are the responsibility of the Customer.
- Hardware specifications are included in Exhibit 6.
- Customer will be using a VMware virtual environment for all servers.

2.11. Key Document Expectations

Appendix 1 defines the "Key Document Work Products" Superion or the Customer is expected to complete during the project.

2.12. Project Management Scope

Superion will provide Project Management as part of the scope for this project.

Superion's Project Manager will be participating both onsite and remotely as dictated by the mutually agreed upon project plan and schedule. It is estimated that Superion's Project Manager will spend an estimated 50% of their time onsite during the project. The onsite time is estimated to be 60-80 hours a month depending on the phase/stage of the project. Duties of both Superion and the Customer project managers are outlined in the Project Governance Section 4. It is assumed the Superion Project Manager will be assigned to the Customer for up to 32 months once project commences through the end of phase 2 and project close out.

Assumptions:
- Once go live is achieved and the project is closed out, Superion will assign a Customer Success Executive and Account Manager to support the Customer moving forward.

2.13. Business Process Review

Superion will provide Business Process Review (BPR) Services for the Customer under this SOW which should be completed at the beginning of the project. Superion will conduct these reviews for each phase and for each process identified by the Customer.

As part of the BPR, Superion consultants will review any existing business process documentation outlined in the Configuration Workbook which will be completed by the Customer or discuss current business processes with Customer staff. Superion's consultants will facilitate a discussion to review recommendations and options for use of ONESolution and how other Superion customers have made improvements to business process and utilized the ONESolution software. Additionally, Superion consultants will use government "best practices" in providing options to the Customer. Superion will document to-be business process decisions made by the Customer in a written deliverable organized by business process. It is expected that Superion consultants will utilize process maps/flow charts in documenting to-be processes.

The following are processes covered in Superion's BPR:

- General Ledger
  - Adding a new account
  - Journal entries
  - Accrual Journal Entries and Reversing Journal Entries
  - Attaching supporting documentation
  - Journal entry approvals
  - Month-end processing
  - Year-end processing
  - Importing journal entries
  - Recurring journal entries (e.g. amortization, OH allocation, etc.)

- Purchasing & Requisitions
  - Overall purchasing process (including change orders)
  - Vendor maintenance
  - Requisition entry
  - Attaching supporting documentation
  - Requisition approvals
  - Requisition conversion to PO
  - Receiving
  - Printing PO's
  - Rollover encumbrances

- Accounts Payable
  - Overall AP process
  - Requesting for check
  - Invoice entry
  - Two way and three way matching
  - Recurring invoices
  - Attaching supporting documentation
  - Invoice approvals
  - Check run processing
  - EFT processing
  - Positive pay process
  - Voiding checks
  - Retainage process
  - Check reconciliation
  - Warrant / Check register creation
  - Manual (Pre-issue) checks

- o A/P Aging
- o Wage Garnishments
- o 1099 process
- o Overpayment thresholds

- Budget
  - o Overall budget process
  - o Developing and entering budgets
  - o Budget approval process
  - o Budget transfers and amendments
  - o Budget transfer and amendments approvals

- Projects/Grants
  - o Overall Project and Grant process
  - o Creating projects and budgets
  - o Reimbursing and indirect cost process
  - o Invoicing funding agencies
  - o Reporting for grantors
  - o Grant application approval process to ensure matching funds are available and application is authorized prior to submission to granting agency.

- Contract Management
  - o Overall contract process
  - o Entering contracts
  - o Attaching supporting documentation
  - o Contract approvals
  - o Monitoring milestones and performance metrics
  - o Maintaining insurance information

- Inventory
  - o Overall inventory process
  - o Adding an inventory item
  - o Requesting entry for pick tickets
  - o Pick ticket process
  - o Inventory receiving
  - o Inventory counts
  - o Automatic reordering process

- Capital Assets (> $5k)
  - o Overall capital assets process
    - ▪ Vehicles

- Furniture machinery and equipment
- Infrastructure
- Land
- Buildings
  - o Adding a new asset
  - o Adjusting for transfers and retirements
  - o Depreciating an asset
  - o Disposing an asset
  - o Transferring CIP to assets
  - o Depreciation Schedule
  - o CIP and Asset Reporting

- Fixed Assets (< $5k) which require tracking
  - o Overall fixed asset tracking process
    - Customer to identify such asset categories
  - o Adding a new asset
  - o Adjusting for transfers and retirements
  - o Disposing an asset

- Cash Management
  - o Interest allocation
  - o Premium and Discount amortization
  - o Cash flow
  - o Bank reconciliation
  - o A/R Aging
  - o Bank Reconciliation: Ref # entered by staff should match bank ref #

- Cash Receipts
  - o Overall CR process
  - o Cash Receipts Entry
  - o Printing Receipts
  - o Cash Receipt Approvals
  - o Overpayments/Refunds
  - o Cash Drawer Balancing
  - o Deposits

- Accounts Receivable
  - o Overall AR process
  - o Adding a new customer
  - o Invoice Entry

- Recurring Invoices
- Invoice Approvals
- Customer Late Fees/Interest/Grace Periods
- Collections
- AR Aging

- HR Administration
  - Overall salary & benefit projection process
  - Projecting pay types
  - Projecting job class
  - Projecting salary tables
  - Projecting position control
  - Employee master maintenance
  - Projecting employee deductions/benefits
  - Projecting contract increases
  - Projecting step increases

- Payroll Processing
  - Overall payroll process
  - Bringing over time information from Kronos
  - Voiding payroll
  - Adjusting payroll
  - Preparing manual payroll checks

- Training
  - Maintaining employee certifications
  - Conducting employee evaluations
  - Managing training courses
  - Offering employee training
  - Developing training forecast reports
  - Creating training hours completed reports

- Personnel Actions Processing
  - Overall PAF process
  - Entering actions
  - Approving PAFs

- Benefits Enrollment
  - Overall benefits administration process
  - Enrolling benefits
  - Changing benefit plans

o Employee self service

2.14. Change Management

The Customer will create a Change Management Team (CMT) to carry out all change management activities.

Superion will be transparent and collaborate with the CMT throughout the project, including informing the CMT of any project decisions that will significantly impact the Customer's employees and departments. During end user training, Superion will work closely with the CMT to determine the best training methodology and content which will achieve the greatest level of employee acceptance.

2.15. Quality Assurance

The Customer will create a Quality Assurance Team (QAT) made up of Customer employees who are independent of the ERP project. Periodically, the QAT will conduct interviews with Superion personnel, Customer personnel and 3rd party consultants to determine the health of the project. The QAT will also review status reports, risk register, issues/tasks log, project timeline, project budget and other relevant project deliverables.

Superion will be transparent and collaborate with the QAT throughout the project, including informing the QAT of any risks that could impact the timeline, the budget, the resources and major business operations of the Customer.

2.16. 3ʳᵈ Party Software and Services

The following 3rd party software and services providers are identified in the Agreement as further described in this SOW. Superion will coordinate all services provided by the these 3rd parties. The required services to implement the solution is included in the Superion agreement.

- TimeClock PLUS

3. Implementation Approach

3.1. Data Conversion Approach

Data conversion development is the joint responsibility of the Customer and Superion. Customer will be responsible for extracting and cleansing data from the legacy system. Superion and Customer will work together to accomplish importing the data conversion files received from the Customer into ONESolution using standard imports.

ONESolution contains standard utilities that support numerous data import and export requirements. In order to use these standard features, data must be presented in a supported format such as, CSV or Microsoft Excel. If specific formatting needs, scope, and complexity go beyond the standard format, Superion will work with Customer to provide design considerations and level of effort estimates for additional Customer expense.

When Superion is engaged to convert data using Superion standard file upload utilities, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to confirm the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to converting data	Customer to provide input and requirements for data conversion
2. Conduct a meeting or a discovery call between the Customer and the Consultant assigned to assist with the data conversion upload utility. During meeting/call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
3. Superion to provide file upload template to the Customer	Provide input and answer questions if necessary	None
4. Superion and Customer will work to complete the mapping of the fields for the Superion upload template	Lead mapping for upload template	Provide input and answer questions if necessary
5. Customer reviews and approves mapping	Revise mapping as necessary	Review mapping and provide feedback
6. Complete the mapping spreadsheet and provide data from legacy system	Assist in mapping	Provide data from Legacy system in Superion required formats
7. Run the file upload utility and train the Customer staff through the process for running program	Deliver file upload utility and train Customer staff on program	Provide Customer staff to be trained on program
8. Tests results and reports any discrepancies	Supports the Customer in running utility programs.	Test program
9. Adjust file upload mapping	Support the Customer in revising the	Adjust mapping template

	mapping template	
10. Steps 8 and 9 are repeated until sign off in step 11.	-	-
11. Customer signs off on completion	None	Sign Off

Assumptions:

The Customer is responsible for the following:

- Data extraction from the legacy system and populating Superion standard template format
- Data cleansing (i.e.: delete duplicates, correcting typos, filling in missing information, etc.)
- Creating crosswalk from legacy chart of accounts to Superion chart of accounts.
- Providing data in Superion's required format, such as CSV or Microsoft Excel
- Data validation once it is converted into ONESolution

3.2. Interface Approach

Interface development is the joint responsibility of the Customer and Superion. Customer will be responsible for interface development work to/from existing legacy systems. Superion will be responsible for interface development work to/from the ONESolution system.

ONESolution contains standard utilities for some modules that support numerous data import and export requirements. In order to use these standard features, data must be presented in a supported format such as, CSV or Microsoft Excel. If specific formatting needs, scope, and complexity go beyond the standard format, Superion will work with Customer to provide design considerations and level of effort estimates for additional Customer expense.

When Superion is engaged to create interfaces using Superion standard import/ export utilities, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to review the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to interfacing data	Customer to provide input and requirements for interface including data file layout specifications and 2 existing file samples.
2. Conduct a meeting or a discovery call between the Customer and the Consultant or Developer assigned to assist with the import/export utility. During meeting/ call, specifics of the task are discussed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions

3. Superion to provide file import/export template to the Customer	Provide input and answer questions if necessary	None
4. Superion and Customer will work to complete the mapping of the fields for the Superion import/export template	Lead mapping for import/export template	Provide input and answer questions if necessary
5. Customer reviews and approves mapping	Revise mapping as necessary	Review mapping and provide feedback
6. Complete the mapping spreadsheet and, if an import, provide data from legacy system	Assist in mapping	If an import provide data from 3rd party system in Superion required formats
7. Run the import/export utility and train the Customer staff through the process for running program	Deliver import/export utility and train Customer staff on program	Provide Customer staff to be trained on program
8. Tests results and reports any discrepancies	Supports the Customer in running utility programs.	Test program
9. Adjust import/export mapping.	Support the Customer in revising the mapping template	Adjust mapping template
10. Steps 8 and 9 are repeated until sign off in step 11.	-	-
11. Customer signs off on completion	None	Sign Off

When Superion is engaged to write an interface program, the process flows as outlined:

Task	Superion Role	Customer Role
1. Validate the Scope – Use this SOW and the BPR/Discovery to review the scope of the data conversion requirements	Provide input on scope and advise Customer on best practices related to interfaces	Customer to provide input and requirements for interface including data file layout specifications

		and 2 existing file samples.
2. Discovery between the Customer and the Developer assigned to write the interface. Specifics of the interface are detailed so that both parties have a full understanding.	Lead Task	Participate in discovery and make decisions
3. Specifications are created by the Interface Developer and sent to the Customer	Create specifications	Provide input and answer questions if necessary
4. Customer reviews and signs specifications	Revise Specifications as necessary	Review Specifications and provide feedback; Sign specification
5. Developer creates interface and delivers to the Customer along with documentation of interface.	Create interface and deliver to the Customer	Provide SME to answer questions if necessary
6. Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review interface, test results and provide feedback to Superion
7. Developer adjusts interface based on the Customer feedback and re-delivers along with updated interface documentation.	Revise interfaced report as necessary	None
8. Steps 6 and 7 are repeated until sign off in step 9.	-	-
9. Customer signs off on completion	None	Provide Sign Off

Assumptions:

- The Customer is responsible for providing expertise in:
    - Data validation of all data transferred into ONESolution and data transferred from ONESolution to another application
    - Data mapping
- The Customer is responsible for providing SMEs who are familiar with existing data structures in the legacy system to assist with the interface process
- Final determination of the interface method will be decided after analysis of the interface requirements
- In areas where upload utilities will be used, the Customer will extract the data from their 3rd party application and populate Superion standard template formats. Superion will train the Customer on using the templates and assist in automating, where applicable

- Superion has standard utilities for importing data
- Superion has the ability to export data through SQL, reports and custom interfaces

3.3. Reports Approach

When Superion is engaged to write reports, Superion and the Customer will use the following approach. Note that reports will be completed either by Superion consultants or by developers (referenced as Report Developer for the remainder of this section):

Task	Superion Role	Customer Role
1. Create Scoping Document	Support the Customer in creating Create scoping document	List all needed reports in the Report Scope Document See Report Scope DED
2. Discovery between The Customer and the Report Developer assigned to write the report. Each report is discussed and specifics of the report are detailed so that both parties have a full understanding.	Participate in discovery and make decisions	Document specifications
3. Specifications are created	Provide input	Develop specifications and send to Superion to review
4. Superion and Customer reviews and approve specifications	Review specifications and provide feedback as needed	Revise Specifications as necessary
5. Report Developer creates report and delivers to the Customer	Create report and deliver.	Provide SME to answer questions if necessary
6. Customer Staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Review and test report. Provide feedback to Superion
7. Superion Report Developer adjusts report based on the Customer feedback and re-delivers.	Revise Report (if necessary)	None
8. Steps 6 and 7 are repeated until sign off in step 9.		
9. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to sign document

Assumptions:

- Superion standard reports may need additional configuration based on the Customer's specific Chart of Accounts and other set up
- Customer will provide written specifications for all reports Superion has agreed to develop

3.4. Workflow Approach

Workflow models are set and configured based on each customer's business practices. Superion will work closely with the Customer to create Workflow Models and to train Customer staff how to create, maintain, and use Workflow.

When Superion is engaged to develop Workflow Models, Superion and the Customer will use the following approach. Note that Workflow models will be completed either by Superion consultants or developers (referenced as Workflow Developer for the remainder of this section)

Task	Superion Role	Customer Role
1. Create Scoping Document	Support Customer to create scoping document	Refine Workflow and requirements
2. Create Workflow Flowcharts for each workflow model identified in the Scope Document	Assist with questions and provide feedback to ensure Customer is using best government practices	Create flowcharts for each model displaying flow of data through the approval process; note any specific items to be discussed with Superion for each model
3. Discovery between the Customer and the assigned Superion Workflow Developer. Each flowchart is discussed and specifics of the Workflow are detailed so that both parties have a full understanding.	Document workflow specifications	Participate in discovery meetings and make decisions
4. Specifications are created by the Workflow Developer and sent to Customer	Deliver specifications to Customer	Provide input and answer questions if necessary
5. The Customer reviews and signs specifications	Revise specifications as necessary	Review revised specifications and provide feedback; Sign specifications

6. Superion Workflow Developer creates Workflow and delivers to the Customer	Create workflow and deliver to Customer	Customer SMEs to answer questions if necessary
7. Customer staff tests results and reports any discrepancies	Answer any questions from Customer as testing is executed	Test workflow
8. Superion Workflow Developer adjusts Workflow based on Customer feedback and re-delivers.	Adjust workflow as necessary and redeliver	Customer to retest revised Workflow
9. Steps 7 and 8 are repeated until sign off in step 10.		
10. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to Sign Document

Assumptions:

- Superion standard workflow models will need configuration based on the Customer specific business practices and requirements. With assistance from Superion, Customer will define the approval process and requirements for each model
- Customer will provide workflow flowcharts and written details for all workflow models as agreed upon with Superion

3.5. Forms Approach

When Superion is engaged to develop Easy Laser Forms, Superion and the Customer will use the following approach.

Note that Forms will be completed either by Superion consultants or by developers (referenced as Forms Developer for the remainder of this section). If a report (e.g. PDF, Superion Analytics powered by Cognos) is the desired result instead of ELF Form, see section 3.3 for the Report Approach.

Task	Superion Role	Customer Role
1. Review standard ELF Forms and select the specific forms that will be used	Provide standard ELF Forms	Select specific forms to be used.
2. Create Scoping Document	Support Customer to create scoping document	Discuss changes required to standard ELF Forms. Decide if there will be any Custom

		Modifications. Make a list of all changes per form.
3. Discovery between the Customer and the assigned Superion Forms Developer develop the forms. Specifics of the forms are detailed so that both parties have a full understanding.	Document forms specifications	Participate in discovery meetings and make decisions
4. Specifications are created by the Forms Developer and sent to Customer	Develop specifications and deliver to Customer	Provide input and answer questions if necessary
5. The Customer reviews and signs specifications.	Revise Specifications as necessary	Review revised Specifications and provide feedback; Sign specifications
6. Superion Form Developer creates Forms and delivers to the Customer.	Create forms and deliver to Customer	Customer SMEs to answer questions if necessary
7. Customer staff tests results and reports any discrepancies.	Answer any questions from Customer as testing is executed	Test forms
8. Superion Forms Developer adjusts Forms based on Customer feedback and re-delivers.	Adjust forms based on Customer feedback and redeliver to Customer	Customer re-test the forms
9. Steps 7 and 8 are repeated until sign off in step 10.		
10. Customer signs off on completion	Provide Sign Off Documentation to Customer	Customer to Sign Document

Assumptions:

- Customer will use one of Superion's standard formats which includes updating organization name, bank, logo, MICR and signature
- If Superion standard format does not meet the requirements of the Customer, the Customer will have the option to request a custom form. Additional cost may be incurred, depending on the degree of difficulty in creating a custom form
- Customer will supply organization, bank information and logo as necessary
- Customer will supply Customer signature(s) for checks
- Customer will test checks with bank

3.6. Consulting and Configuration Approach

Superion Consulting and Configuration are broadly defined by the below approach.

Task	Superion Role	Customer Role
Superion staff will lead and participate in all phases of the project to ensure the Customer can effectively use ONESolution.	Lead and participate in all phases of the project	Participate in all phases of the project
Superion will assess, via Business Process Review, the Customer's business practices and make recommendations in the best practice use of ONESolution. These recommendations will be used during configuration. See section 2.	Provide thorough business process review and make recommendations	Provide business requirements and describe current business processes and practices
Superion will set up and configure ONESolution.	Set up and configure system	Participate as necessary in set up and configuration
Superion will document the configuration decisions.	Document the configuration decisions	Participate and review documented configuration decisions

Assumptions:

- Staff with the appropriate skills and experience will be furnished by Superion for each Consulting Session or other review activities, whether onsite or conducted remotely.
- Customer will actively participate in all training, consulting, and configuration of ONESolution.
- Customer will verify configuration and work with the Superion consultant during the testing period. The Customer will provide feedback to the Superion consultants regarding changes that need to be made.
- Customer and the Superion consultant will work collaboratively on retesting and verification.
- The Customer will supply SMEs in all areas of the software and will provide information to Superion consultants on business processes, policy, and information.
- Superion Consultants and Trainers will provide a written trip report after each scheduled on-site visit within five (5) business days. The trip report will include the high level topics covered, accomplishments, key decisions made, homework for the Customer, and topics to be covered in next future visit.

3.7. Testing Approach

During each phase of services as provided under this SOW, the Customer will test all components of the Software as configured, as well as business processes, the reports, data conversion, interfaces, forms, workflows and customizations (if applicable). Superion will supply standard testing scripts to be used by both Superion and the Customer to capture testing results. Superion will assist and the Customer will lead in creating additional scripts that are specific to the Customer business processes.

3.8. Training Approach and Knowledge Transfer

Superion will train both the Customer Core Functional users and End Users as part of this project.

Core Project Team Training

Superion will conduct training for the core project team. The following areas are the types of training Superion will conduct with the Customer's core project team.

Training Descriptions	Descriptions
Module overviews	Superion will provide the Customer an overview and understanding of all ONESolution modules included in this SOW.
ONESolution Navigation Training	Basic navigation on the user interface in ONESolution.
Security Training	Superion will train the Customer on all aspects of how to set up and use the Security components in ONESolution. Customer is responsible for overall Security set up and configuration after training. Security typically is setup by IT or technical staff. All security decision makers should also understand the security setup.
Workflow Training	Superion will provide training on the ONESolution Workflow tool. This training is targeted at IT or technical staff. They will gain the skills to support and build models in the future.
Superion Analytics Training	Superion will provide training on the Cognos Business Intelligence tools, including Dashboards and Report development. This training is targeted at IT, technical, and key functional SMEs. They will gain the skills to support and build reports in the future.
System Administration training	Superion will train the Customer on all system administration tasks in order for the Customer to effectively manage and maintain the system. These tasks include backups, printers, and DB security.

ONESolution Module Configuration and Superion Configuration Testing	Superion will lead the set-up of all modules and test Superion Configuration setups.
Process Training	Superion will train the functional leads and SMEs on all ONESolution processes outlined in the Core Project Team Training Plan. Customer will immediately apply the training by entering actual work into ONESolution modules (e.g. minimum one hour per day). Customer will determine if testing and verification of ONESolution processes is complete based on the training provided. Customer is expected to enter real data into ONESolution to determine if there are situations which were not addressed during the ONESolution training. This is targeted testing based on Customer's actual business processes. Test results will be captured by Customer and addressed by Superion.

Core Team Training Sessions

Category	Session Areas
General Training	Navigation Security
Finance	Chart of Accounts Bank Reconciliation Budget (Development and Control) Journal Entry (regular and recurring) Project/Job Accounting Project Allocation Purchase Requisitions and Purchase Orders PunchOut Bid & Quote Management Capital Assets Accounts Payable Cash Receipts Accounts Receivable Stores Inventory Person Entity Contract Management Grants Management

Category	Session Areas
	P-Cards
	BMI for Assets and Inventory
	Vendor Portal
	CAFR Constructor
	Budget Book Builder
Human Resources	HR Administration
	Benefits
	Employee Management
	Professional Development
	Personnel Action Forms
	Employee Online
	Position Budgeting
	TimeClock Plus
Payroll	Payroll Processing
	Leave Tracking
Tools	Superion Analytics/Reporting
	Documents Online
	Workflow
	Workspace
	Admin Console
	SPSOne Server Management Console

Superion-Lead End User Training

End users are defined as employees who need to use the ONESolution application on a regular basis to perform their work, but are not considered to be SMEs and did not attend core project team training. End users will be attending training approximately 15-45 days prior to going live per the phased implementation approach. Superion will lead and the Customer will assist with the creation of the following deliverables for the end user training.

Task	Superion Role	Customer Role
Create an End User Training Plan	**Lead:** Lead the creation of an end-user training plan which defines who, what and when Customer staff need to be trained on. This plan will also determine the methods of	**Assist:** Provide input on training plan and ensure availability of training facilities

Task	Superion Role	Customer Role
	training to be rolled out to the end users. The plan will be developed in collaboration with the CMT.	
Develop end user guides	**Lead:** Superion will provide written sample guides and update the guides based on Customer specific processes, business rules, terminology and organizational structure. The end user guides must include detailed step-by-step instructions, along with screen shots from the Customer's configured system, so they are relevant and user friendly to the end users.	**Assist:** Review, provide comments and approve guides
Develop training materials and exercises	**Lead:** Lead the creation of end-user training material and exercises. Training materials and exercises must include Customer specific processes, business rules, terminology and organizational structure. They must also include detailed step-by-step instructions, along with screen shots from the Customer's configured system, so they are relevant and user friendly to the end users.	**Assist:** Assist Superion with training material and classroom exercises
Develop training data	**Lead:** Lead the creation of all necessary data needed to train users	**Assist:** Assist Superion with creation of training scenario's
Conduct traditional classroom training	**Lead:** Lead the training of Customer's end users	**Assist:** Assist Superion in preparation for end user training

Assumptions:

- It is recommended that the Customer leads some of the end user sessions. This will allow for key individuals to become more familiar with guiding, supporting, and training Customer staff in the future.

- Superion will lead a "train the trainer" class for the Customer. The intent of this class is to prep the Customer's trainers on how to conduct end user training. The number of classes will be based on need.
- One knowledgeable Superion consultant will be on-site for all end user training classes; this is not necessarily for Superion to lead the class, but rather to provide support, help answer questions, etc.
- Once the Superion University is completed, Superion will offer product overview eLearning courses as well as eLearning courses around new releases related to Customer's products. Additional eLearning courses and Customer Education packages will be available for purchase from Superion University.

3.9. Post-Live Support

Post live support will be planned for and provided in the immediate weeks after the Customer goes live on phase I and II.

Task	Superion Role	Customer Role

Superion will have consultants on site at Go-Live to assure the Customer can effectively perform all critical business processes. Superion and the Customer will agree on timing of Go-Live and post Go-Live visits and this will be documented in the cutover plan.
 	
• Phase 1 –
   o 2 Onsite visits by one General Ledger Consultant
      ▪ One visit at Go-Live
      ▪ One visit Post Go – Live
   o 2 Onsite visits by one Financials Consultant
      ▪ One visit at Go-Live
      ▪ One visit Post Go – Live
   o 2 Onsite visits by one tools Consultant (Workflow and Reporting)
      ▪ One visit at Go-Live
      ▪ One visit Post Go – Live
• Phase 2 –
   o 2 Onsite visits by one Human Resources/Payroll consultant
      ▪ One visit at Go -Live
      ▪ One visit Post Go – Live
	Support Customer on-site at Go-Live to make sure system performs as desired for functional requirements	Run ONESolution software as configured and per functional requirements

o 2 Onsite visits by one tools Consultant (Workflow and Reporting) ▪ One visit at Go- Live ▪ One visit Post Go – Live		
Superion will train and assist on all first time events post live i.e. Fiscal year end processing (including encumbrance rollover), 1099 processing, payroll processing, budget development, first calendar year processing for IRS and state reports, W-2's, etc.	Provide additional training to Customer	Assign SMEs to participate in additional training
Superion will have one payroll consultant onsite for the week the Customer runs their first 4 payroll runs to make sure the Customer understands and can process payroll.	Provide onsite support to Customer for a minimum of two 28 day FLSA Cycles after going live on ONESolution (4 pay periods); Superion to be onsite for the 4 pay periods. This will include 4 separate onsite visits.	Run ONESolution software as configured and per functional requirements

Assumptions:

- The Post-live onsite visits outlined above consists of 3.5 days per visit at Customer's site by Superion staff or consultants.

- Post live support will be provided by Superion staff or consultants who are already familiar with Customer processes to ensure continuity and minimize work disruption.

4. Project Governance

The purpose of the project governance is to define the resources required to adequately establish the business needs, objectives and priorities of the project, communicate the goals to other Project participants and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, change control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement to the structure, the process and specific roles and responsibilities may occur throughout the project. Changes to the governance will be mutually agreed upon, properly documented, and communicated to all impacted parties.

4.1. Project Staffing

Superion Personnel

Project Sponsor

Superion Project Sponsor will have indirect involvement with the project and is part of the escalation process. The sponsor will offer additional support to the Superion project team and collaborate with other 3rd party consultants who are involved on this project. Specifically, the project sponsor will:

- Provide support to Project Managers in reporting project progress to SC as necessary
- Approve and sign off on any material changes to project scope or staffing changes.

Project Manager

The Superion Project Manager will coordinate all project activities with the Customer and perform the following:

- Serve as the point person for all project issues (the first escalation point)
- Be responsible for project performance, deliverables as they are outlined in the SOW, and the milestones.
- Provide periodic updates to the Customer's SC, the PMT and the project manager
- Fulfill Go-Live dates
- Support the Customer project manager in monitoring and reporting overall implementation progress
- Monitor and report progress on Superion's responsibilities on a weekly basis
- Immediately notify the Customer Project Manager, the PMT and the SC of any issue that could delay the project
- Complete Software installation as per the project schedule.
- Provide Superion Staff according to the project plan
- Facilitate coordination between all Superion departments
- Monitor the work plan and schedule and make course corrections as necessary.
- Prepare weekly status reports along with notes from meetings and calls
- Develop meeting agendas
- Provide issue resolution status, tracking, and procedures
- Identify personnel, equipment, facilities and resources that will be required to perform services by Superion
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT

- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

The Customer will pre-approve the proposed Project Manager prior to commencement of project.

Functional Leads (Consultants, Developers, and Technical resources)

- Consultants from Superion include:
    - GL Consultant – Manages the General Ledger, Job Ledger, Projects, Grants, Budget
    - Core Finance Consultants – Purchasing, Accounts Payable, Receivables, Inventory, Fixed Assets.
    - Human Resources and Payroll Consultant – General Human Resources Admin, Payroll, Benefits, Leave, Employee Online.
    - Tools Consultant – Workflow, Reporting/Forms, Analytics, Security.
- Install application in agreed upon environments
- Work with the Customer functional leads and SMEs to design and configure the functional components of the ONESolution system for optimal long-term use.
- Document decisions made during configuration in the weekly site reports
- Lead the ONESolution software configuration with assistance from the Customer's functional leads.
- Check that Software operates after configuration as per its documentation
- Assist with the resolution of issues and tasks
- Train the Customer functional leads and SMEs during the configuration of software
- Provide and assist with data conversion guides according to Customer specifications and this SOW
- Create and deliver interface programs according to Customer specifications and this SOW
- Create and deliver Reports according to this SOW
- Provide training on security and assist with set up
- Provide training on workflow and assist with set up according to this SOW
- Create and deliver forms according to this SOW
- Perform all other tasks as outlined in this SOW
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT
- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

- The Customer will pre-approve all functional leads prior to commencement of project.

Customer Personnel

Steering Committee (SC)

The Customer's SC provides support to the project by allocating resources, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. When called upon, the SC will also act as the final authority on all escalated project issues. The SC engages in the project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but will not participate in day-to-day activities. The SC will empower the project management team, the project manager and the functional team leads to make critical business decisions for the Customer. Specifically, the SC will:

- Understand and support the cultural change necessary for the project

- Foster an appreciation of the value of an integrated ERP system throughout the organization

- Oversee the project team and the project as a whole

- Participate in regular meetings so it is current on all project progress, project decisions, and achievement of project milestones

- Communicate the importance of the project to each member's department along with other department directors.

- Be responsible for making timely decisions on critical project or policy issues.

The Project Management Team (PMT)

This team is made up of the Customer Project Manager and subject matter experts from major departments within the organization, including Finance, HR, Procurement, IT, Public Works, Budget, etc. It will meet on a regular basis to monitor that overall project goals are realized. This team will formulate strategy to the execution of the project plan and make decisions and recommendations regarding project activities, changes, resources, issues, and risks. This team will also provide oversight and guidance for Change Management, ensuring project and change management activities are properly aligned with overall objectives. In short, this team will serve as a liaison between the Steering Committee and the day-to-day activities of the project. Meeting frequency between this group and the Superion Project Manager will be defined in the Communications Plan.

Project Manager

The Customer's Project Manager will:

- Be the primary contact for the project

- Coordinate Customer's project team members,

- Coordinate all Superion activities with the Superion Project Manager

- Coordinate with the Customer's subject matter experts (SMEs)

- Be responsible for reporting to the Steering Committee (SC)

- Ensure all deliverables are reviewed on a timely basis by the Customer

- Co-manage the overall implementation schedule with the Superion Project Manager

- Collaborate with the Change Management Team

- Collaborate with the Quality Assurance Team

Functional Team Leads

Project team members will work under the direction of the designated functional team leads for each area in the system. The functional leads have detailed subject matter expertise and are empowered to make appropriate business process and configuration decisions in their respective areas.

The functional leads are tasked with carrying out all project tasks described in the SOW including planning, business process analysis, configuration, documentation, testing, training, and all other required Customer tasks. The functional leads will be responsible for and empowered to implement the new system in the best interests of the Customer consistent with the project goals, project vision, and direction from the Project Manager, the PMT and the SC.

Subject Matter Experts (SMEs)

SMEs have special, in-depth knowledge of Customer's current legacy systems and processes. Their opinions will be sought in defining business needs, test requirements, and software functionality. During the implementation, the Customer's SMEs will dedicate a considerable amount of their time to the project because they may be involved in multiple roles, including participating in training and other workshops, conducting end user training, reviewing project deliverables, performing various testing tasks, etc.

Quality Assurance Team (QAT)

The Customer will form a QAT made up of individual(s) who will participate in the review and acceptance of each Superion deliverable and conduct periodic project health checks to ensure tasks are completed on time, on budget and to the satisfaction of the Customer. Furthermore, the QAT will work closely with the project manager to ensure all contractual matters are in compliance and services delivered are in accordance with the terms and conditions of the Superion/Customer agreement as well as with the SOW.

Change Management Team (CMT)

The Customer's CMT will work closely with Superion and Customer project managers to integrate all project activities into change management activities.

Assumptions:

The Customer may have multiple staff providing the roles outlined above and also the same staff providing multiple roles.

4.2. Superion Project Oversight

Superion will provide Project Oversight throughout the project life cycle

Assuring a project of this type is progressing as outlined in the project management plan and is achieving the goals of the Customer is critical to overall project success and eventual adoption of the system by all stakeholders.

- Review project deliverables in appendix 1 for quality. Assist project team in making corrections as required
- Will provide assistance with any areas of high risk identified throughout the project
- Hold a monthly meeting with the Customer PMT to discuss and assess their view of the project progress.
- Communicate any challenges internally to leadership throughout Superion's organization to assist in resolving issues.
- Provide feedback to Superion project staff and Superion service managers on the results of the oversight activities
- Help Identify lessons learned that can improve performance on future phases
- Issues that will impact the quality, timeline, and overall goals will be identified, tracked, resolved and documented in the Issues/Tasks Log. These issues will be presented to the PMT and the SC during the regular cadence meetings as required.
- Cooperate with the Customer's QAT
- Collaborate with Customers' CMT
- Collaborate with all independent contractors who are hired and authorized by the Customer to assist with the project. Collaboration includes project transparency, inclusion of meetings as well as providing requested project documents

Assumptions:

- The oversight work will be completed through a combination of onsite and remote time estimated to be 8-10 hours a month.
- Both Superion and the Customer will assign project managers with appropriate skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW
- Customer will participate in weekly meeting with Superion's project manager, either onsite or offsite. When the Superion project manager is offsite, he/she is responsible for sending out a meeting invite with screen sharing capabilities prior to the meeting. The Customer's PMT and the project manager will attend the meeting. The weekly meeting is intended to cover current project status, project schedule, action items from the previous meeting, discussion about critical items, review of project plan, decisions that need to be made and

help desk cases impacting the project. Superion's project manager will complete and send out meeting notes after each meeting.

- Customer will make the Customer's PMT, functional leads and SMEs available for meetings, consulting and training sessions, discussions and conference calls upon request by Superion. The Customer will respond to information requests by Superion staff not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.
- The Customer and Superion may consider alternative meeting options such as WebEx, Video Conferencing, Remote Desktop and Conference Calls.

4.3. Facility Requirements

Superion recommends the following facilities be available for the entire life cycle of the project.

- The Customer will provide an adequate workspace for each onsite Superion consultant, with access to an internet connection, access to the ONESolution server, and close proximity to the Customer functional leads and SMEs to facilitate good communications and coordination amongst the team members. Adequate breakout and conference space will also be provided.
- Adequate training space will be provided by the Customer for training throughout the project. The training room(s) will consist of a minimum of six- (6) fully functioning networked computers (e.g. one computer per attendee plus one for the instructor). The equipment must meet Customer's minimum hardware standards.

5. Project Management

Superion's Project Work Plan will consist of the following tools and will be maintained throughout the project.

5.1. Project Schedule

Superion will create a detailed project schedule by phase encompassing the full scope (all phases, including third party activities) of the project. The schedule will be part of the detailed work plan. Project schedule will be delivered within 45 days after contract signing for phase 1. Project schedule will be delivered 2 months prior to the scheduled start of phase 2. The Customer's project manager will provide feedback on the project plan within 3 weeks. This project schedule will be reviewed by the PMT and the SC.

The Project Schedule will contain:
- All project's activities and tasks
- Dates and duration of project activities and tasks
- Specific resources assigned to project tasks
- All Milestones and Deliverables as outlined in Appendix 1
- Task dependencies
- An outline of planned Superion onsite visits of Superion staff

5.2. Agendas

Superion's project manager will provide detailed agenda for functional consultant visits at least 2 weeks prior to any on-site meeting. Agenda will include:

- Meeting objectives
- Detailed tasks to be performed
- Recommended participants
- Detailed schedule breakdown of meeting topics
- Resources required for each meeting
- Handouts
- Pre-meeting assignments, if applicable

5.3. Status Meetings

Superion and Customer project managers will hold a weekly status meeting with the PMT to discuss the following topics:

- Project plan
- Current activities
- Action items from the last meeting
- Project Issues and Risk Register
- Current and upcoming milestones or deliverables
- Pending decisions
- Findings from the Superion Project Oversight reviews

Superion and Customer project managers will hold a monthly meeting with the SC to discuss the following topics:

- Project overview and status
- Critical issues impacting the project
- Decisions that require the approval of the SC
- Approvals of milestone or deliverable, as recommended by the Customer project manager
- Reasons why pending milestones and deliverables are not being approved
- Project Budget/Financial Status
- Significant findings from the Superion Project Oversight reviews

5.4. Status Reports

At the conclusion of each consultant trip, a trip report will be submitted to the Customer describing the work performed during the previous week. The trip report will document agenda items covered, any agenda items left uncovered and reasons why, general notes from the meetings/workshops, all decisions made, tasks assigned, and unresolved items for follow-up. Any progress made against the project tasks and key deliverable or any identification of issues and risks will be communicated to the Superion project manager.

If multiple Superion staff or consultants are onsite at the same time, then the Superion project manager will consolidate the trip reports.

Superion's project manager will roll up the information from individual staff and consultants' trip reports into a weekly status report (Appendix 4) to be distributed to the Customer's project manager. In addition, Superion project manager will also prepare a monthly status reports for the duration of the project. The monthly status reports will be used to communicate key project information to the Customer's project manager, the PMT, the SC, the QAT, and the CMT. Reports will include:

- Brief overall summary of status
- Detailed project status
- Summary of accomplishments
- Overdue items
- Status of key milestones deliverables
- Status of project deliverables submitted during the month for Customer sign off and approval
- Project timeline
- Key decisions made
- Pending decisions which require the attention of the PMT and/or the SC
- Issues/Risks
- Planned risk mitigation strategy
- Progress towards Customer project goals / criteria of project success
- Project Budget, including milestones invoiced, milestones paid, project balance, etc.

5.5. Issues/Tasks Log

Superion and Customer will jointly maintain a list of issues and tasks (both open and closed) that have been identified for the project. Any project risks, key decisions, issues, disputes, or late tasks shall be identified on the Issues/Tasks Log.

Both Customer and Superion project managers are responsible for adding items to the Issues/task Log based on feedback from the project team members. For each identified issue, the following information will be captured:

- Unique issue/task ID
- Reported by/date
- Status (i.e. new, open, in progress, closed, pending)
- Component unit/Business Process
- Priority (high, medium, low)
- Description
- Due date
- Comments
- Findings

- Recommendations
- Resolution Assignment
- Date Tested (if applicable)
- Date Closed
- Definition of actions required for resolution

The Customer and Superion project managers will review the Issues/Tasks Log as part of regularly scheduled project management meetings or more frequently as required. Once the issue/task has been assigned, the appropriate project team member(s) are responsible for completing the assigned follow-up tasks and resolving the issue by the assigned due date.

In the event that an issue/task cannot be resolved within a reasonable timeframe to the mutual satisfaction of Superion and the Customer, the Superion project manager, the Customer project manager, and the QAT will jointly determine a mutually acceptable escalation approach following the process defined below in Section 5.7.

Items directly related to ONESolution software will be entered in to Superion's customer portal and tracked in the internal case system. Refer to maintenance agreement in Exhibit 2.

5.6. Deliverable and Milestone Approval & Acceptance

The Customer will review, approve and provide written acceptance for all Deliverables in Appendix 1 by following the below process:

1. Superion will submit in writing to the Customer Milestone and/or Deliverable Acceptance Form for each completed Deliverable (See Section 9.2 for sample document).
2. The Customer project manager, the PMT and the QAT will identify in writing any required changes, deficiencies, and/or additions necessary, within ten (10) business days from the form being delivered to the customer for each completed Deliverable, unless the review timeframe is deemed to be insufficient for a proper review. In such cases, the Customer project manager will request an extension in writing to the Superion project manager, and the parties will mutually agree to a reasonable alternative to the original deadline.
3. If the Customer does not agree the particular deliverable has met the requirements, the Customer will notify the Superion project manager in writing, stating the reason, within five (5) business days, or the otherwise agreed upon timeframe.
4. Superion will review deliverables which are not approved and create a plan to address the deficiencies. Once the deliverable has been corrected or the milestone achieved, a revised completion form will be submitted. The Customer will then review the deliverable or milestone and provide any additional comments on any required changes, deficiencies, and/or additions necessary within ten (10) business days from the updated completion form being delivered to Customer. Again, if the review timeframe is deemed to be insufficient for a proper review, the

Customer project manager will request an extension in writing to the Superion project manager, and the parties will mutually agree to a reasonable alternative to the original deadline. This process will be repeated until the Customer grants approval and signoff on the deliverable or milestone.

5. Upon approval of the deliverable or milestone, the Customer project manager will sign the completion form and return it to Superion Project Manager.

5.7. Dispute Resolution Procedures

The Customer and Superion should anticipate challenging issues to arise throughout the implementation process due to the complex magnitude of this project. In order for these issues to be remedied in a timely fashion, the Customer and Superion will utilize the following Dispute Resolution Procedure:

All communication regarding the project should be directed to the respective project managers of Superion and the Customer in order to maintain consistent communication between the parties. Scheduled weekly calls/meetings will be maintained between the two project managers and the Customer's PMT.

All issues or concerns will be discussed actively and openly between all parties. If issues begin to interfere with the progression of the implementation project, the Customer and/or Superion should escalate issues to Superion management in the sequence below, as needed:

Contact	Phone	E-mail
Michele Leaf – Project Management Organization Manager, Professional Services	530.879.5126	Michele.leaf@superion.com
Mario Baldasserini—Sr. Director of Professional Services	214.274.1746	Mario.Baldasserini@superion.com
Sharon Love- VP of Professional Services	407.304.3395	Sharon.love@superion.com
Todd Schulte - COO	407.304.3035	Todd.schulte@superion.com
Tom Amburgey—GM, Public Admin	407.304.3 022	Tom.amburgey@superion.com
Kevin Lafeber – President & CCO	407.304.3102	Kevin.lefeber@superion.com

Escalation to Customer Management Team should be as follows:

Ellis Chang – Project Manager	714-741-5066	ellisc@ci.garden-grove.ca.us
Kingsley Okereke – Steering Committee Chair	714-741-5060	kingsley@ci.garden-grove.ca.us

6. Change Requests and Changes to this Scope of Work

The Customer and Superion may request a change to this scope of work by following the process outlined in this section.

Either party may request changes in scope. Such a request is enforced by the parties only if it becomes a formal Change Order (See Section 9.3 for Sample Change Order Document).

The change order will provide sufficient detail including the following:

- Detailed description of resources (both Customer and Superion) required to perform the change
- Specifications (if applicable)
- Implementation Plans (if applicable)
- Schedule for completion (if applicable)
- Verification and Approval criteria (if applicable)
- Impact on current milestones and payment schedule (if applicable)
- Additional milestones (if applicable)
- Impact on project goals and objectives (if applicable)
- Price (if applicable)

Either Superion or Customer management may propose a change by submitting a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will then become a Change Order, which will need to be documented and signed by both parties. If the parties cannot reach an agreement to pursue a Change Order within five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues/Tasks Log and/or follow the Dispute Resolution process identified in Section 5.7.

7. Appendix 1 - Key Document Work Products (DED)

All key work products defined by:

• Lead	• Primary owner of DED
• Assist	• Takes an active role to assist the Lead in completing the DED
• Participate	• Passive participation in DED i.e. available to answer questions etc. but does not take an active role
• None	• Does not take a role
• Shared	• Share responsibility of the DED

Deliverable Summary

Deliverable #	Deliverable Name	Phase	Billed as incurred or Milestone	Phase Approach	Superion/ Customer Lead
1	Project Management	Full Project			
1.1	Project Charter		Billed as incurred	Initiating & Controlling	Superion
1.2	Communication Plan		Billed as incurred	Initiating & Controlling	Shared
1.3	Risk Plan and Register		Billed as incurred	Initiating & Controlling	Superion
1.4	Issues/Tasks Log		Billed as incurred	Initiating & Controlling	Shared
1.5	Budget Tracking		Billed as incurred	Initiating & Controlling	Shared
2	Kick Off Meeting	1, 2	Billed as incurred	Initiating & Planning	Superion
3	Business Process	1, 2			
3.1	Configuration Workbook		Milestone 1 and 8	Planning & Executing	Customer
3.2	Business Process Review		Milestone 1 and 8	Planning & Executing	Superion
4	Software Installation	Project Begin			
4.1	Software Installation		Milestone 2	Execution	Superion

4.2	Post Install Action Report		Milestone 2	Execution	Superion
5	Project Work Plan / Schedule	1, 2	Billed as Incurred	Planning & Executing	Superion
6	Core Project Team Training Plan	1, 2	Milestone 4 and 10	Planning	Superion
7	Project Scope	1, 2			
7.1	Data Conversion Scope		Milestone 3 and 9	Planning	Shared
7.2	Interface Scope		Billed as Incurred	Planning	Shared
7.3	Reporting Scope		Billed as Incurred	Planning	Customer
7.4	Workflow Scope		Billed as Incurred	Planning	Shared
7.5	Forms Scope		Milestone 3 and 9	Planning	Shared
8	System Configuration	1, 2			
8.1	Setup / Configuration		Milestone 4 and 10	Executing	Superion
8.2	Configuration Testing		Milestone 4 and 11	Executing	Superion
9	Project Specifications	1, 2			
9.1	Data Conversion Specifications		Milestone 3 and 9	Executing	Superion
9.2	Interface Specifications		Billed as Incurred	Executing	Shared
9.3	Report Specifications		Billed as Incurred	Executing	Customer
9.4	Workflow Flowchart Specifications		Billed as Incurred	Executing	Shared
9.5	Forms Specifications		Milestone 3 and 9	Executing	Superion
10	Perform Data Conversion	1, 2	Milestone 3 and 9	Executing	Superion
11	Development Activities	1, 2			
11.1	Interface Development		Billed as Incurred	Executing	Superion
11.2	Report Development		Billed as Incurred	Executing	Shared
11.3	Workflow Development		Billed as Incurred	Executing	Shared

11.4	Forms Development		Milestone 3 and 9	Executing	Superion
12	Core Project Team Training	1, 2	Milestone 4 and 10	Executing	Superion
13	Core Project Team Process Testing	1, 2	Milestone 4 and 10	Executing	Customer
14	Customer Configuration Decisions Document	1, 2	Milestone 6 and 12	Executing	Superion
15	End User Training	1, 2			
15.1	End User Training Plan		Billed as incurred	Executing	Shared
15.2	End User Training / Materials and Guides		Billed as incurred	Executing	Superion
15.3	End User Training		Billed as incurred	Executing	Superion
16	Customer Testing	1, 2			
16.1	Test Plans / Scripts		Milestone 5 and 11	Executing	Customer
16.2	Unit, Integration and Parallel Testing		Milestone 5 and 11	Executing	Customer
16.3	User Verification Testing (UVT)		Milestone 6 and 12	Executing	Customer
17	Go-Live Cutover Plan	1, 2	Milestone 7 and 13	Planning & Executing	Superion
18	Go-Live / Post Live	1, 2			
18.1	Go-Live Declaration Letter		Milestone 7 and 13	Executing	Superion
18.2	60 Days Post-Live Support		Milestone 7 and 13	Executing	Superion
19	Project Close Out	Project End	Milestone 7 and 13	Close Out	Superion

Deliverable Details

1. Project Management

Deliverable Number:	1.1
Deliverable Name: Project Charter	**Phase:** Full Project
Superion: Lead	**Customer:** Assist

Objective: Create a project charter for phases 1 and 2.

Scope: The Project Charter will provide a framework for the project and will include the Customer's mission statement, major goals, objectives, and policies, project organization and critical success factors by which achievement of the objectives for the project will be judged. It will define the rules of engagement for all parties involved.

Format: Microsoft Word

Sample Outline: Project Charter which includes the following:
- Mission statement
- Project objectives, goals, and constraints for the project
- Project team and stakeholders
- Success Criteria
- Project Governance

Notes / Expectations:

Customer Role: Customer will collaborate with Superion project manager to create the charter. Customer will provide objectives, stakeholders, success criteria, and work with Superion to identify risks.

Superion Role: Lead

Acceptance Criteria: A completed Project Charter as approved by the Customer.

SUPERION

Deliverable Number:	1.2
Deliverable Name: Communication Plan	Phase: Full Project
Superion: Shared	Customer: Shared

Objective: Create a single communication plan for phase 1 and 2 with all planned communications for the project. This plan needs to be collaborated with the Customer's Change Management Team.

Scope: Creation of written communication plan which will identify the types, frequencies, and responsible party for all project communication.

Format: Microsoft Word

Sample Outline: Communication Plan which identifies:
- Types of communications
- Communication Objectives
- Audience for each communication type
- Expected content for communication
- Method and frequency of communication
- Responsibility for each type of communication
- PMT meetings frequency and objectives – The Customer prefers weekly PMT meetings
- SC meeting frequency and objectives – The Customer prefers monthly SC meetings

Notes / Expectations:

Customer Role: Superion project manager will collaborate with Customer, including its Change Management Team, in creating the plan. Customer will provide guidance on methods, stakeholders, frequency, and dates for communication.

Superion Role: Provide template for Communication Plan.

Acceptance Criteria: A completed Communication Plan as approved by the Customer.

Deliverable Number:	1.3
Deliverable Name: Risk Plan and Register	**Phase:** Full Project
Superion: Lead	**Customer:** Assist

Objective: Create and maintain project risk register to be used by Superion and Customer to track risks, their associated mitigation strategies and the risk owners. As part of the mitigation strategy, a risk analysis will be performed for each identified risk, including the likelihood of it occurring and the steps to be taken to minimize their impact.

Scope: Create an initial Risk Register to be used by the Superion and Customer project managers to actively manage any identified risks to the project.

Format: Microsoft Excel or other agreed upon format

Sample Outline: Risk Register to include the following:
- Description of the risk
- Impact on the project
- Likelihood of risk occurring
- Strategies for mitigation, elimination, or acceptance of the risk
- Person responsible for monitoring the status of risk

Notes / Expectations: Risk Register will be updated and maintained throughout the project.

Customer Role: Jointly identify and monitor risks with Superion and take an active role in managing/mitigating the risks.

Superion Role: Provide Risk Register Template. Jointly identify, monitor and mitigate risks as necessary.

Acceptance Criteria: A completed Risk Plan and Register as approved by the Customer.

SUPERION

Deliverable Number:	1.4
Deliverable Name: Issues/Tasks Log	**Phase:** Full Project
Superion: Shared	**Customer:** Shared

Objective: The Issues/Tasks Log is a tool to be used to by the project managers to actively manage any identified issues/tasks to the project.

Scope: Create and maintain project Issues/Tasks Log to be used by Superion and Customer to track issues/tasks.

Format: Microsoft Word or Excel

Sample Outline: Issues/Task Log to include the following:
- Unique issue/Task ID
- Reported by/date
- Status (i.e. new, open, in progress, closed, pending)
- Component unit/Business Process
- Description of the Issue
- Issue/task priority (high, medium or low)
- Impact on the project
- Resource assigned to the Issue
- Resolution due date and aging
- Comments
- Findings
- Recommendations
- Resolution assignment
- Date tested (if applicable)
- Date closed
- Definition of actions required for resolution
- Weekly progress of issues

Notes / Expectations: The Issues/Task Log will be updated and maintained throughout the project.

Customer Role: Jointly identify, monitor, mitigate, resolve and close the issues/tasks with Superion.

Superion Role: Provide Issues/Tasks Log Template. Jointly identify, monitor, mitigate, resolve and close issues/tasks with Customer.

Acceptance Criteria: A completed Issues/Tasks Log as approved by the Customer.

Deliverable Number:	1.5
Deliverable Name: Budget Tracking	**Phase:** Full Project

Superion: Shared	**Customer:** Shared

Objective: Ongoing and regular evaluation of Project's Financial Status.

Scope: Project budget will include planned versus actual expenditures based on the executed Agreement between Superion and Customer. Detailed tracking (i.e. of hours or expenses) will only be completed on items which are not part of milestone payments.

Format: Microsoft Excel or other agreed upon format

Sample Outline: Budget should contain the following:
- Planned Expenditures
- Actual Expenditures related to project and travel expense (if applicable)
- Broken down by service i.e. Project Management, Consulting etc. (if applicable)

Notes / Expectations: Budget to be maintained throughout project and updated monthly.

Customer Role: Review the project budget monthly based on information provided by Superion. Additional responses may be required from Superion.

Superion Role: Provide sufficient monthly resource and financial data to enable the Customer to properly track the project budget.

Acceptance Criteria: Customer to approve Superion's project budget template and all supporting data to enable proper tracking of the project budget.

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SUPERION

2. Kick Off Meeting

Deliverable Number:	2
Deliverable Name: Project Kick Off Meeting	**Phase:** Project Initiation
Superion: Lead	**Customer:** Assist

Objective: Meeting with the project team and key stakeholders which introduces the project goals, expectations, and guidelines for the project.

Scope: Superion and Customer project managers will conduct an initial meeting with the SC, the PMT and the functional leads. Superion will draft a Project Plan and Schedule. Project goals, expectations, and assumptions, which are included in the Project Charter, will be developed prior to the meeting. Superion will develop a kick off meeting PowerPoint presentation. The kick off meeting is expected to take place 30-60 days after the Effective Date.

Format: Meeting

Sample Outline: Kick off meeting should include a PowerPoint presentation that addresses the following at minimum:
- Draft project schedule
- Key success factors
- SOW review
- Project team and expectations
- Key deliverables with dates
- Key risks

Notes / Expectations:

Customer Role: Customer will collaborate with the Superion project manager to plan the kick off meeting. Customer's SC, the PMT and the functional leads will participate in the Kick off meeting and lead discussions. Customer will provide objectives, stakeholders, success criteria, and work with Superion to identify risks. Customer to present materials to their staff.

Superion Role: Lead planning, execution and facilitation of the kick off meeting.

Acceptance Criteria: A PowerPoint presentation deck and a Superion-facilitated kick off meeting for each phase as approved by the Customer.

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3. Business Process Review

Deliverable Number:		3.1
Deliverable Name: Configuration Workbook		**Phase:** 1, 2
Superion: Assist		**Customer:** Lead

Objective: The Configuration Questionnaire is intended to outline major Customer business requirements.

Scope: Superion will provide questionnaire to Customer. The questionnaire will provide Superion with a summary introduction of the key processes for the organization.

Format: Microsoft Word and Excel

Sample Outline: Document which includes:
- Customer Requirements
- Business practices
- Regulations, if applicable

Notes / Expectations: Superion will review Configuration Questionnaire prior to the Business Process Review; Superion will discuss as needed throughout the BPR Process.

Customer Role: Complete the questionnaire and deliver to Superion two weeks prior to the Business Process Review visit. Assist Superion with any questions during Business Process review.

Superion Role: Provide the Configuration Questionnaire to the Customer. Assist Customer with any questions they may have. Review the Configuration Questionnaire prior to the Business Process Review visit.

Acceptance Criteria: A completed Configuration Questionnaire document for each process included in the phase as approved by the Customer.

SUPERION

Deliverable Number:		3.2
Deliverable Name: Business Process Review		**Phase:** 1, 2
Superion: Lead		**Customer:** Assist

Objective: Review Customer current business processes and document Customer's to-be business processes.

Scope: Superion will review Customer's current "as is" processes. Superion will provide recommendations for "to be" processes based on government best practices and the use of ONESolution functionality. The scope of the review will follow the processes identified in the Customer's RFP, Appendix B - Functional Requirements Matrix, and as responded by Superion.

Format: Microsoft Word, Visio, Excel

Sample Outline: Document which includes:
- Customer to-be process documentation
- Customer to-be processes decisions
- Superion recommendations for ONESolution configurations
- Impacts of any major changes on the Customer

Notes / Expectations: Superion will deliver a Draft report for the Customer to review and comment. The Customer will review the report and provide comments/questions. Superion will arrange a conference call to review the Customer's questions/comments. Superion will update the DRAFT document after the conference and provide the FINAL version.

Customer Role: Assign SMEs who can describe current business processes and requirements. Review recommendations from Superion and make decisions on those recommendations for future practices and processes.

Superion Role: Provide expertise on best government practices within the use of ONESolution. Interview Customer functional leads and SMEs to ensure understanding of current processes and business process need. Create report, along with recommendations. Add/delete tasks to project plan as appropriate based on the outcome of the review.

Acceptance Criteria: Completed Business Review documents for each phase as approved by the Customer.

4. Software Installation

Deliverable Number:	4.1
Deliverable Name: Software Installation	Phase: Project Begin
Superion: Lead	Customer: Assist

Objective: Installation of all ONESolution components and environments as well as third party products.

Scope: Superion installer will install all components of ONESolution, including the Production, Training, and Test environments. Third party products within ONESolution will also be installed.

Format: None

Sample Outline: Install:
- ONESolution – all components and environments
- Superion Analytics powered by Cognos
- TimeClock Plus (TCP) install conducted in TCP Cloud
- BMI
- Issues/ Follow Up Actions

Notes / Expectations:

Customer Role: Procure hardware and install prior to the installation of ONESolution and third party components, if applicable. Provide remote access and participate in pre-install discovery call. Provide technical expertise if necessary to assist with Customer environment.

Superion Role: Complete the installation of all agreed upon ONESolution components, environments and third party products.

Acceptance Criteria: ONESolution installation process is completed and approved by the Customer.

![SUPERION logo]

Deliverable Number:	4.2
Deliverable Name: Post Install Action Report	**Phase:** Full Project
Superion: Lead	**Customer:** N/A

Objective: A report that documents the results and confirmation of the install.

Scope: Superion installer will provide a report that documents the results of the install and initial testing of ONESolution.

Format: Microsoft Word

Sample Outline: Document which includes:
- Installed Software Name and Version
- Installed Modules
- Areas tested
- Test Results
- Issues/ Follow Up Actions and delivery dates

Notes / Expectations:

Customer Role: Review report.

Superion Role: Provide a report that documents the results of the install and the initial testing of ONESolution.

Acceptance Criteria: A completed Post Install Action Report as approved by Customer.

SUPERION

5. Project Work Plan/ Schedule

Deliverable Number:	5
Deliverable Name: Project Work Plan/ Schedule	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist

Objective: Create a project schedule with all tasks, activities, deliverables and milestones. Each phase of the project schedule will be delivered separately.

Scope: The Project Schedule is a visual representation of all summary activities, deliverables, and milestones for the project. Project Schedule for the first phase is due within 45 days after the Effective Date. Project Schedule for the following phases are due a minimum of 2 months prior to the start of each phase. Any changes to the plan/schedule after the initial approval and sign off will go through the change order process outlined in the SOW. Changes to the plan/schedule will be signed off by both parties after the impact of change to timeline, scope and cost has been clearly defined.

Format: The plan will be created by the Superion project manager using Microsoft Project. On an ongoing basis, the plan will be jointly managed by both the Superion and the Customer project managers; however, it is the responsibility of the Superion project manager to convert the plan into a pdf format for the Customer. Suggested changes or feedback to the plan from the Customer will be provided to the Superion project manager, who will promptly update the plan in Microsoft Project.

Sample Outline: Project Schedule showing –
- Implementation Milestones
- Detailed tasks/activities
- Deliverables
- Milestone and deliverable review periods
- Due dates for all milestones, tasks/activities, and deliverables
- Customer and Superion Resources assigned to each task
- Task interdependencies
- Onsite schedule of all Superion consultants

Notes / Expectations: Project schedule to be updated regularly after initial approval and sign off.

Customer Role: Customer will collaborate with Superion project manager to create the Schedule. Customer will advise on all key blackout dates when resources are not available and to confirm availability of all needed resources throughout the Project.

Superion Role: Lead the creation process of the Project Schedule. Co-manage the project schedule and update regularly after initial approval.

Acceptance Criteria: A completed Project Schedule as approved by the Customer.

SUPERION

6. Core Project Team Training Plan

Deliverable Number:	6	
Deliverable Name: Core Project Team Training Plan	**Phase:** Project Begin	
Superion: Lead	**Customer:** Assist	

Objective: Create Training Plan for Core Project Team.

Scope: Superion will lead the creation of the Core Project Team Training Plan with the Customer's assistance; this plan is specific to administering and using ONESolution. Plan will include training on Core Processes, Navigation, Workflow, Superion Analytics, Security, and System Administration. Core Project Team consists of the Customer's functional leads and SMEs.

Format: Microsoft Word or Excel

Sample Outline: Plan should include the following elements:
- Training Schedule and Location
- Instructors for all training
- Training methodology (classroom, online, remote, etc.)
- Identification of training attendees for each type of training (e.g. Purchasing, AP, HR, Payroll)
- Training facilities
- Training agenda
- Training Material and Guides to be created by Superion
- Creation of scenarios and data for training
- Post Live Training for Core Project Team Users (e.g. W2, 1099, additional Consultant training if needed)

Notes / Expectations:

Customer Role: Assist with creation of the Core Project Team Training Plan. Provide training rooms with 8-12 computers with ONESolution installed, projector, printer and document scanner. Provide number of attendees to be trained in each process (The Customer is responsible for ensuring the availability of staff who is assigned to each training class).

Superion Role: Superion will lead the creation of the training plan.

Acceptance Criteria: A completed Core Project Training Plan as approved by the Customer.

7. Project Scope

Deliverable Number:		7.1
Deliverable Name: Data Conversion Scope		**Phase:** 1, 2
Superion: Shared		**Customer:** Shared
Objective: Validate the scope in the SOW and document the data to be migrated from legacy systems to ONESolution after initial analysis.		
Scope: Document the data to be converted with Superion's standard migration tool.		
Format: Microsoft Word or Excel		
Sample Outline: Document which includes: • Description of data to be migrated • Historical Years • Timeline • Major milestones for data conversion • Pre-conversion activities for Customer/Superion		
Notes / Expectations: Changes to data conversion scope may trigger a change order if significantly different from the SOW.		
Customer Role: Work with Superion to validate and confirm the data conversion scope in the SOW. Provide input on requirements.		
Superion Role: Provide Scope Template. Document the decisions on the scope of the data to be migrated.		
Acceptance Criteria: A completed Conversion scope document for each phase as approved by the Customer.		

SUPERION

Deliverable Number:	7.2	
Deliverable Name: Interface Scope		Phase: 1, 2
Superion: Shared		Customer: Shared

Objective: Document the required interfaces by validating the SOW and any that are identified during the Business Process Reviews and initial analysis.

Scope: Superion to document all interfaces required and listed in this SOW

Format: Microsoft Word

Sample Outline: Document which includes
- Description of interface
- Vendor Contact Information (if applicable)
- Method (upload/download utility, Web Services etc.)
- Automated or Manual
- Frequency
- Directional (data coming in or going out)
- One way or two way
- Data Requirements
- Timeline of key milestones
- Prerequisite tasks for Customer/Superion

Notes / Expectations: Changes to Interface scope may trigger a change order if significantly different from the Interface Scope as outlined in the SOW.

Customer Role: Assign SMEs and technical resources to assist in defining the Scope for interfaces. Customer will facilitate all communication with any 3rd party vendors (if necessary) where Superion is not the prime contractor.

Superion Role: Provide Scope Template. If there are changes, initiate project change process to add or delete interface tasks to/from project schedule. Work with Customer to outline the options for each interface and advise on best practice for achieving the scope.

Acceptance Criteria: A completed Interface Scope document as approved by the Customer.

Deliverable Number:	7.3
Deliverable Name: Reporting Scope	**Phase:** 1, 2,
Superion: Assist	**Customer:** Lead

Objective: Refine the list of identified reports in the Report Scope Template.

Scope: Superion and the Customer will perform a gap analysis between Superion sample reports and Customer report requirements.

Format: Microsoft Excel

Sample Outline:
- List of reports which includes:
    - Name of Report
    - Description report
    - Copy of existing Customer report (if applicable)
    - Priority Due Date
    - Responsibility for report development (Customer/Superion)

Notes / Expectations: Reports added after sign off is considered a change in scope and may require a change order**.**

Customer Role: Complete Report Scope Template including identification and prioritization of reports. Jointly manage priorities and report development with the Superion project manager throughout the life of the project.

Superion Role: Provide Scope Template and assist the Customer with the gap analysis between Customer's report requirements and Superion's sample reports. Jointly manage priorities and report development with the Customer's project manager throughout the life of the project.

Acceptance Criteria: A completed Reporting Scope as approved by the Customer.

SUPERION

Deliverable Number:	7.4
Deliverable Name: Workflow Scope	**Phase:** 1, 2,
Superion: Shared	**Customer:** Shared

Objective: Refine the list of identified necessary workflow models per SOW.

Scope: Superion and Customer will identify any additional models that need to be included in the SOW after the analysis.

Format: Microsoft Excel

Sample Outline:

List of models which includes:

- Name of Model
- Brief description of intended functionality
- Priority
- Due Date
- Custom/standard workflow
- Responsibility for workflow development (Superion / Customer)

Notes / Expectations: Changes to Workflow scope may require a change order if significantly different from the Workflow Scope as outlined in the SOW.

Customer Role: Identify any additional workflow models and stated business requirements.

Superion Role: Provide Scope Template; advise Customer on best practices use of workflow within ONESolution. Assist Customer with identifying additional workflow models. If additional models are identified and if they significantly change the SOW, Superion will initiate a project change process to add or delete workflow tasks to/from project schedule.

Acceptance Criteria: A completed Workflow Scope document as approved by the Customer.

Deliverable Number:	7.5
Deliverable Name: Forms Scope	**Phase:** 1, 2
Superion: Lead	**Superion:** Assist

Objective: Refine the forms scope in the SOW. Update the forms to be completed which will be used by the Customer.

Scope: Superion and Customer will review the forms scope in the SOW and update if necessary. The Customer will also choose the format for the forms which will be developed.

Format: Microsoft Excel

Sample Outline: Document which includes:
- Select from standard ELF Forms
- Form Type to be used (i.e. Easy Laser Forms, Superion Analytics powered by Cognos)

Notes / Expectations: Changes to Forms scope may require a change order if significantly different from the Forms Scope as outlined in the SOW.

Customer Role: Work with Superion to validate and confirm the Forms Scope in the SOW.

Superion Role: Provide Scope Template and standard ONESolution form samples; advise Customer on which forms will meet the Customer's functional requirements. If additional forms are identified and if they result in significant change to the SOW, Superion will initiate a project change process to add or delete forms tasks to/from project schedule. Superion will also provide input on requirements and select forms from samples provided.

Acceptance Criteria: A completed Forms Scope document as approved by the Customer.

![SUPERION logo]

8. System Configuration

Deliverable Number:	8.1
Deliverable Name: Setup / Configuration	**Phase:** 1, 2
Superion: Lead	**Customer:** Participate

Objective: Superion will setup and configure ONESolution based on Customer's input from Configuration Workbook, the Business Process Review Report, and Superion's recommendations.

Scope: Superion will lead the Chart of Accounts discussions with Customer and assist Customer in the completion of the new chart. Superion will set and configure ONESolution.

Format: None

Sample Outline: Setup and Configuration which includes:
- Superion will collaborate with Customer to complete the Chart of Accounts
- Superion to review Customer's Configuration Workbook
- Superion to review Business Process Review Report

Notes / Expectations: Superion will setup and configure the system; Customer will provide guidance and assistance as needed.

Customer Role: Customer will provide guidance to develop the Chart of Accounts. Customer will provide assistance/input addressing Superion's questions as needed.

Superion Role: Superion will setup and configure ONESolution.

Acceptance Criteria: Completed setup and configuration of the ONESolution system as approved by the Customer.

SUPERION

Deliverable Number:	8.2
Deliverable Name: Configuration Testing	**Phase:** 1, 2
Superion: Lead	**Customer:** Participate

Objective: Superion will test the setup and configuration to ensure the configuration is correct.

Scope: This testing will ensure that the system is configured and ready for Core Project Team Training.

Format: None

Sample Outline: Superion will test each screen and entire processes which will be demonstrated during the Core Project Team Training to ensure the system is working as expected.

Notes / Expectations: Superion testing to take place prior to Core Project Team Training. It is expected that configuration changes will potentially occur after discussions during the Core Project Team Training.

Customer Role: Customer will provide assistance addressing Superion's questions as needed.

Superion Role: Superion will complete the testing the setup and configuration of ONESolution.

Acceptance Criteria: Completed testing of the setup and configuration of the ONESolution system as approved by the Customer.

![SUPERION]

9. Project Specifications

Deliverable Number:	9.1
Deliverable Name: Data Conversion Specifications	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist
Objective: Using the Data Conversion Guide to map data from legacy system to ONESolution as identified in the Data Conversion Scope under deliverable number 7.1	
Scope: Superion and Customer will complete the Data Conversion templates to document detailed requirements necessary to accomplish the data conversion scope document.	
Format: Microsoft Excel	
Sample Outline: Spreadsheet which includes • Data to be converted/migrated • Table Mapping between legacy systems and ONESolution • Amount of historical data	
Notes / Expectations: Data mappings will be modified as needed throughout the data conversion process.	
Customer Role: Assist with data mapping from legacy software to ONESolution Software.	
Superion Role: Provide Data Conversion Guide and use it to lead the data mapping from legacy software to ONESolution software.	
Acceptance Criteria: A completed set of Data Conversion specifications as approved by the Customer.	

Deliverable Number:		9.2
Deliverable Name: Interface Specifications		Phase: 1, 2
Superion: Shared		Customer: Shared

Objective: Document the detailed requirements for all interfaces identified in the Interface Scope Document (see Deliverable Number 7.2).

Scope: When programmatic development is required for the interface, Superion and the Customer will document all requirements for interfaces listed in the Interface Scope Document

Format: Microsoft Word

Sample Outline: The Interface Specifications Document will containing:
- Detailed requirements specifications
- Design requirements
- Method (upload/download utility, Web Services etc.)
- Automated or manual
- Frequency
- One way or two way
- Data mapping
- Directional (data coming in or going out)

Notes / Expectations: Interface specifications will be reviewed.

Customer Role: Assign SMEs and technical resources to assist in defining/documenting the interface requirements. Provide file layouts, sample files and any additional requirements documents if applicable. Customer will facilitate all communication with any 3rd parties (as necessary). Customer will review/ approve the final version of each specification.

Superion Role: Work with Customer to outline the options for each interface and advise on best practices for achieving the requirements. Superion will create the specification and a discovery call may be scheduled with the Customer to assist with the process.

Acceptance Criteria: Completed interface specifications as approved by the Customer.

Deliverable Number:	9.3
Deliverable Name: Report Specifications	**Phase:** Phase 1, 2
Superion: Assist	**Customer:** Lead

Objective: Document the detailed requirements for Customer specific reports identified in the Report Scope Document (see Deliverable Number 7.3).

Scope: Customer will document report requirements listed in the report scope document.

Format: Microsoft Word or other agreed upon format

Sample Outline: Document containing all:
- Design requirements
- Data elements

Notes / Expectations:

Customer Role: Create and document the specifications or provide sample reports. Assign SMEs and technical resources to assist in defining the business requirements for reports.

Superion Role: Work with Customer to outline the options for each report and advise on best practices for complying with the requirements.

Acceptance Criteria: Completed reporting specifications as approved by the Customer.

SUPERION

Deliverable Number:		9.4
Deliverable Name: Workflow Flowchart Specifications		**Phase:** 1, 2
Superion: Shared		**Customer:** Shared

Objective: Document the detailed requirements for all Workflow models identified in the Workflow Scope Document (see Deliverable Number 7.4).

Scope: Customer will provide a flowchart designating the approval flow for each model and any other requirements to be considered. Superion will review each flowchart with the Customer to understand the desired outcome. Customer will modify the flowchart based on the review as needed.

Format: Microsoft Word or Visio

Sample Outline: Document will contain the following:
- Design requirements
- Approval roles and routing
- Sample list of users who will be assigned to each approval role

Notes / Expectations: Each approval flow will be supported by a flowchart prior to building the workflow model(s).

Customer Role: Assign SMEs and technical resources to create flowcharts that reflect the approval process for each workflow model and any other requirements to be considered. Superion will review each flowchart with the Customer to understand the desired outcome. Customer will modify the flowchart based on the review as needed. Final flowcharts will need to be reviewed by the PMT within 10 business days.

Superion Role: Review workflow flowcharts prepared by Customer and advise on best practice for achieving the requirements.

Acceptance Criteria: Completed workflow specifications as approved by the Customer.

Deliverable Number:	9.5
Deliverable Name: Forms Specifications	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: Document the detailed requirements for all forms Superion has agreed to deliver as identified in the Forms Scope Document (See Deliverable Number 7.5).

Scope: Superion will document all requirements for forms listed in the Forms Scope Document.

Format: Microsoft Word

Sample Outline: The Forms Specification document will contain the following:
- Form with requirements (register, address, phone number)
- Customer specific information (bank info, signatures etc.)

Notes / Expectations: Specifications will detail all changes to the standard forms.

Customer Role: Document any changes to the form formats from the standard Superion forms (e.g. logo, address, MICR, possible column heading changes). Provide Customer specific information which include bank information, signatures formats, and all other requirements.

Superion Role: Create the specifications. Work with Customer to outline the options for each form and advise on best practices for complying with the requirements.

Acceptance Criteria: Completed Forms Specifications as approved by the Customer.

10. Perform Data Conversion

Deliverable Number:	10

Deliverable Name: Perform Data Conversion	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: Conversion of data from legacy system to ONESolution.

Scope: Perform data conversion outlined in the Data Conversion Scope (see Deliverable Number 7.1) and Specifications (see Deliverable Number 9.1) using Superion standard utilities or another technical method that is deemed to be more appropriate.

Format: Data Conversion Utility or Program

Sample Outline:
- Standard Utility
- Conversion program using another technical method (i.e. SQL)
- Includes narrative instruction (if applicable)
- Includes screen shots (if applicable)

Notes / Expectations: Successfully convert legacy data to ONESolution.

Customer Role: Clean and extract data from legacy systems in required formats using standard utility. Run utilities or programs once training is completed by Superion. Perform data validation and testing on converted data.

Superion Role: Using the standard conversion utilities or another technical method that may deem to be more appropriate, Superion will work with the Customer to format and map the data in Superion templates and complete the first uploads. Once initial data is validated, Superion will support the Customer in re-running the utility until data conversion is complete.

Acceptance Criteria: All data has been converted and validated. Phase 1: Finance conversion successfully imported for each functional area identified in the Data Conversion Scope Document. Phase 2: the first HR/PY parallel is completed.

11. Development Activities

Deliverable Number:	11.1

Deliverable Name: Interface Development	Phase: 1, 2
Superion: Lead	Customer: Assist

Objective: Develop interfaces based on the Interface Scope and Specifications document detailed for each Interface (See Deliverable Numbers 7.2 and 9.2).

Scope: Develop and build the interfaces listed on the Interface Specifications Document. Interfaces will be built based on Superion standard utilities or developed using programming and web services as determined in the Interface Specifications Document and SOW requirements.

Format: Utilities, web services, or custom programming

Sample Outline:
- Standard Utility
- Interface program using another technical method (i.e. Web Services or Custom Program)
- Includes narrative instruction (if applicable)
- Includes screen shots (if applicable)
- Testing

Notes / Expectations:

Customer Role: Assign resources with expertise in third party application data and data mapping. Extract 3rd party data if applicable. Lead data validation and testing. If web services are available from third parties, Customer is responsible for developing the calls to (connecting to the 3rd party via APIs) and from Superion's application. Perform interface data validation and testing.

Superion Role: Create interfaces based on the Interface Scope and Interface Specifications Documents. If an interface is to be created using standard utilities, Superion will work with the Customer to format, map the data in Superion templates and complete the first uploads. Once initial data is validated, Superion will support the Customer in re-running the utility. If an interface requires a custom program to be created, Superion will create, deliver and run the program. Once initial data is validated, Superion will train the Customer on running the program for future use and will support the Customer (i.e. update the program as required based on specifications) until final signoff.

Acceptance Criteria: Interface programs created/developed, validated, and tested as approved by the Customer.

SUPERION

Deliverable Number:	11.2
Deliverable Name: Report Development	**Phase:** 1, 2
Superion: Shared	**Customer:** Shared

Objective: Create reports outlined in the SOW and Report Scope and Specifications Documents (See Deliverable Numbers 7.3 and 9.3).

Scope: Superion and the Customer will create reports identified in the SOW and Report Scope Document.

Format: Superion Analytics powered by Cognos

Sample Outline:
- Create new or update Superion sample reports
- Validate format and mapping
- Validate data

Notes / Expectations: The expectation is that the Customer will create some reports after Customer staff has received training so they are able to create and maintain reports in the future. Reports will be prioritized in the Reporting Scope Document. Some reports may be developed after Go-Live based on priority, need and timing. This will require Customer's prior approval.

Customer Role: Create reports assigned in the Reporting Scope Document and develop based on Report Specifications. Validate, test, and sign off on reports created by Customer and Superion.

Superion Role: If Superion has included hours in the contract to develop reports, Superion will develop reports assigned in the Reporting Scope Document by priority and support the Customer report writers as they develop reports. Superion will only develop reports up to the contracted hours and amount. Superion will support the testing of reports and update reports based on testing results until final sign off.

Acceptance Criteria: Reports delivered, validated/tested and approved by the Customer.

SUPERION

Deliverable Number:		11.3
Deliverable Name: Workflow Development		**Phase:** 1, 2
Superion: Shared		**Customer:** Shared

Objective: Create Workflow models outlined in the SOW and the Workflow Scope and Specifications (See Deliverable Numbers 7.4 and 9.4).

Scope: Superion and the Customer will create models identified in the SOW, the Workflow Scope and the Workflow Specification Documents.

Format: Superion Workflow tool

Sample Outline:
- Develop Workflow Models
- Provide business requirements and approval routing
- Test and Validate models

Notes / Expectations: Superion will provide training to the Customer's IT personnel, after which the Customer's IT personnel will create some workflow models so they will be able to maintain, update and create new models in the future.

Customer Role: With Superion's assistance, create models in accordance with the Workflow Scope Document by priority and develop based on Workflow Flowchart Specifications. Validate and test all models created by Customer and Superion.

Superion Role: Create models assigned in the Workflow Scope Document by priority and support the Customer as they develop models. Support the testing of Workflow and update models based on testing results until Customer approves the end result.

Acceptance Criteria: Workflow models delivered, validated, tested and approved by the Customer.

Deliverable Number:		11.4
Deliverable Name: Forms Development		**Phase:** 1, 2
Superion: Lead		**Customer:** Assist

Objective: Create forms outlined in the SOW, the Forms Scope and the Forms Specification Documents (See Deliverable Numbers 7.5 and 9.5).

Scope: Superion and the Customer to create forms identified in the SOW, the Forms Scope and the Forms Specification Documents.

Format: Easy Laser Forms (ELF) or Superion Analytics

Sample Outline:
- Choose Forms and provide business requirements (bank routing, signatures, terms and conditions etc.) if applicable
- Develop Forms
- Test and validate forms

Notes / Expectations: Superion to create all ELF forms as the technology is not available for the Customer. If Superion Analytics is to be used for a form, then Deliverable 11.2 should be followed.

Customer Role: Support and answer questions from Superion as forms are being developed based on specifications in the Forms Scope Document. Validate and test forms created by Customer and Superion.

Superion Role: Create forms assigned in the Forms Scope Document. Support the testing of Forms and update forms based on testing results until final sign off.

Acceptance Criteria: Forms delivered, validated, tested and approved by the Customer.

12. Core Project Team Training

Deliverable Number:		12
Deliverable Name: Core Project Team Training		Phase: 1, 2
Superion: Lead		Customer: Assist

Objective: Superion will train the Core Project Team on all ONESolution processes outlined in the Core Project Team Training Plan.

Scope: Superion to conduct classroom training for the Customer for each process identified in the training plan and the SOW.

Format: Classroom Training

Sample Outline:
- Classroom Training
- Guides (if applicable)

Notes / Expectations: Customer staff will attend training based on the Core Project Training Plan and the SOW. Completion of this training will allow the Customer to complete testing and final verification of ONESolution.

Customer Role: Provide training facilities and assign appropriate staff to attend training. Attendees will actively participate in training in order to use the system for practicing, testing and going live.

Superion Role: Superion to conduct training as outlined in the training plan.

Acceptance Criteria: Training delivered and approved by the Customer.

13. Core Project Team Process Testing

Deliverable Number:	13
Deliverable Name: Core Project Team Process Testing	**Phase:** 1, 2
Superion: Assist	**Customer:** Lead

Objective: Superion will train the Core Project Team on all ONESolution processes outlined in the Core Project Team Training Plan; Customer will immediately apply the training by entering actual work into ONESolution (e.g. minimum one hour per day). Customer will be able to complete testing and verification of ONESolution based on the training provided.

Customer will use the core processes and run tests in ONESolution based on the training provided. Entering actual daily Customer Data into ONESolution will help the Customer determine if there are situations that occur at the Customer site which were not addressed during training. This is targeted testing based on the actual business processes. Testing should result in questions and feedback from the Customer, which will be addressed by Superion in a timely manner.

Scope: Customer to conduct testing for each process identified in the training plan and the SOW.

Format: Testing scripts will be documented using Microsoft Word or Excel

Sample Outline: Testing which includes:
- Customer to complete Process testing for the full application of their daily operation. Modules will be tested using test scenarios that reflect the business processes of the Customer
- Results will be captured and tracked
- Feedback of process testing will be communicated to Superion

Notes / Expectations: Process testing to begin after Customer Core Project Team Training is complete. Entering actual work data into ONESolution will help the Customer determine if there are situations that occur at the Customer site which were not addressed during training.

Customer Role: Customer to develop test scenario and lead the testing process. Customer is responsible for confirming test results and resolution of exceptions.
Customer will also perform a functional gap analysis that compares the way ONESolution is configured with the functional requirements questionnaire responses from Superion as part of Superion's response to the Customer's RFP.

Superion Role: Superion to support Customer during testing.

Acceptance Criteria: ONESolution testing, including functional gap analysis, completed and approved by the Customer.

14. Customer Configuration Decision Document

Deliverable Number:	14

Deliverable Name: Customer Configuration Decision Document	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist

Objective: Review, define and document all configuration and set up decisions.

Scope: Superion will present configuration options to Customer based on business process decisions. This deliverable will document Customer configuration decisions. Superion will verify that all functional requirements identified during the business process review are included in the configuration document.

Format: Microsoft Word and Excel

Sample Outline: Document which includes:
- Business process documentation
- Set-up decisions and configuration per business process
- Definition of set up decisions (code tables, settings, configurations)
- Screen shots (if applicable)

Notes / Expectations: Superion will deliver a Draft report after setup is completed. The Customer will review the report and provide comments/questions. Superion will arrange a conference call to review the Customer's questions/comments. Superion will update the DRAFT document, as needed, after the conference call and provide the FINAL version. After delivery of the FINAL report, the Customer will continue to maintain this "living" document as changes may occur in the future.

Customer Role: Assign functional leads and SMEs to participate in configuration decisions. Make decisions as necessary on setup and configuration of ONESolution. Review DRAFT document. Provide feedback for discussion with Superion.

Superion Role: Create the Configuration Decision Document. Deliver DRAFT document to Customer. Review Customer's comments/questions and create FINAL document that reflects additions/changes from discussion with Customer. Deliver FINAL document to Customer.

Acceptance Criteria: A completed Configuration Decisions document for each process as defined in the SOW. Customer will provide final approval.

15. End User Training

Deliverable Number:	15.1
Deliverable Name: End User Training Plan	**Phase:** 1, 2
Superion: Shared	**Customer:** Shared

Objective: Create Training Plan for end users.

Scope: Superion and Customer will jointly create a plan for End User Training, which will include business processes that will be used by the end users to perform their day-to-day job for their respective departments.

Format: Microsoft Word or Excel

Sample Outline: Plan should include the following elements:
- Identify processes for which the end users will receive training (e.g. entering a purchasing requisition, initiating an approval workflow, for managers – how to approve a pending workflow, how to receive goods and services, how to perform 3-way matching, how to requisition inventory from the warehouse, how to prepare a budget transfer, how to perform inquiries and run reports, etc.)
- Identify type of training that will be used for each process (e.g. classroom training, video, documentation, open lab)
- Number of end users to be trained
- Instructors for all training
- Training Agendas, Materials and Guides to be created/modified and Project Team member responsible for each process.
- Creation of scenarios and data for training
- Training schedule and location
- Internal Customer communication to staff and scheduling internal classroom

Notes / Expectations: Classroom will not exceed 12 attendees.

Customer Role: Customer will jointly develop the End User Training Plan with Superion, provide training facilities (including availability of a projector, a printer and a scanner), identify Customer employees who need to be trained for each process, ensure employees are available for training, collect surveys to improve training, provide training registration tools (Excel and Calendars may be used), and provide guidance on the Superion-developed training materials and exercises.

Superion Role: Superion will lead the effort of creating End User Training documentation. Superion will jointly create the End User Training Plan with the Customer.

Acceptance Criteria: A completed End User Training Plan and provide "train the trainer" guidance to Customer. Customer will approve the Plan and the completed classes.

![SUPERION logo]

Deliverable Number:		15.2
Deliverable Name: End User Training / Material and Guides		**Phase:** 1, 2
Superion: Lead		**Customer:** Assist

Objective: Create end user guides, training materials and classroom exercises for end users.

Scope: Superion will provide end user guides, training materials, and classroom exercises. Guides may be modified by Customer and Superion staff to reflect decisions made during implementation. These documents will be used for end user training, follow-up training for employees who change positions and for new employees. They will also be used as reference materials in the future.

Format: Microsoft Word, PDF

Sample Outline: Superion will provide the following:
- Agendas for each End User training class (include 30 minutes to answer frequently asked questions that may came up during training)
- End User Training guides, including narrative instructions
- End User Training materials, customized to include screen shots, Customer's terminology, Customer's chart of accounts, Customer's business processes, etc.)
- Create video content (if this is method of training)

Notes / Expectations:

Customer Role: Review training documents produced by Superion. Provide guidance as needed**.**

Superion Role: Develop agenda for each class**,** develop all training guides, materials and exercises.

Acceptance Criteria: Completed agendas, End User Training Guides, End User Training Materials, and End User Exercises. Customer approval of all training documents.

Deliverable Number:		15.3
Deliverable Name: End User Training		**Phase:** 1, 2
Superion: Lead		**Customer:** Assist

Objective: Train end users prior to going live on ONESolution.

Scope: Superion will train end users 30-45 days before Go-Live according to the training plan.

Format: Classroom Training or other format designated by customer

Sample Outline: End User Training will include:
- Classroom training (the duration will depend on the number of attendees, availability of training facilities, number of decentralized processes, the ability to conduct concurrent training, etc.)
- Training in classroom setting (if applicable)
- Training to include instruction and hands-on practice
- Customer will assign functional leads and SMEs during training to answer policy and other Customer-specific questions.

Notes / Expectations: It is recommended that Customer staff teach some of the training classes to reinforce their knowledge of ONESolution.

Customer Role: Provide support to Superion training staff during end user training.

Superion Role: Superion will conduct majority of the end user training with the understanding that some end user classes may be conducted by Customer personnel.

Acceptance Criteria: End user training completed and approved by the Customer. For those classes conducted by Superion, survey results will be shared to improve subsequent training performance.

16. Customer Testing

Deliverable Number:	16.1
Deliverable Name: Test Plans/Scripts	**Phase:** 1, 2
Superion: Assist	**Customer:** Lead

Objective: Develop test plans and scripts to be used during testing.

Scope: Create a test plan outlining how testing is to be achieved for each phase. The plan should include the types of testing, who is responsible for testing, how the results will be captured and how the exceptions will be resolved. Test scripts will be developed to reflect the business processes of the Customer.

Format: Microsoft Word and Excel

Sample Outline: Test plan and Scripts to include:
- Types of testing
- Schedule
- Who is responsible for testing
- How results will be captured
- How exceptions will be resolved
- Test scripts

Notes / Expectations:

Customer Role: Lead the development of the test plan which includes the types of tests to be conducted, who will be responsible for testing in for each functional area, how results will be captured and how exceptions will be resolve. The Customer will also lead the development and modification of test scripts.

Superion Role: Provide generic test scripts. Provide guidance to Customer during the testing processes.

Acceptance Criteria: A complete set of generic scripts from Superion which will be used by the Customer to develop Customer-specific scripts. Test plan and test scripts completed and approved by the Customer.

Deliverable Number:	16.2
Deliverable Name: Unit, Integration and Parallel Testing	**Phase:** 1, 2
Superion: Assist	**Customer:** Lead

Objective: Test ONESolution application.

Scope: Unit, Integration and Parallel testing of ONESolution based on configuration, requirements, and Customer business processes.

Format: ONESolution Testing

Sample Outline: Unit, integration and Parallel Testing which includes:
- Customer to complete Integration testing for the full application. Finance and Human Resources modules will be tested using scripted scenarios (e.g. enter a day's work for a particular process). Full parallel testing will take place for payroll modules (e.g. compare ONESolution payroll results with customer's legacy software).
- Results will be captured and tracked
- Exceptions will be resolved

Notes / Expectations: Unit, integration and parallel testing will take place after Customer Core Project Team Training Plan.

Customer Role: Customer will define scenarios to be tested and actively lead in all areas of testing. Customer will be responsible for validating and verifying all final results. Customer will take the lead on a minimum of 3 full parallel payroll cycles or 6 parallel payroll periods.

Superion Role: Superion will provide support to Customer during unit, integration and parallel testing.

Acceptance Criteria: ONESolution unit, integration and parallel testing completed and approved by the Customer. Customer will ensure all exceptions/error messages/gaps have been addressed before sign off.

Deliverable Number:	16.3
Deliverable Name: User Verification Testing (UVT)	**Phase:** 1, 2
Superion: Assist	**Customer:** Lead

Objective: Final user testing to confirm ONESolution operates as designed and is ready for Go-Live.

Scope: Final pre go-live testing to be led by the Customer. This testing is to confirm ONESolution is Go-Live ready.

Format: Microsoft Word or Excel

Sample Outline: Test results should capture:
- Test ONESolution based on identified scenarios in test plan/scripts
- Ensure there are no functional gaps by comparing the way ONESolution is configured with the functional requirements questionnaire responses from Superion as part of Superion's response to the Customer's RFP
- Capture and document results
- Resolve all exceptions and gaps

Notes / Expectations: The Customer should assign department representatives to conduct user verification testing. Not all end users will necessarily need to be involved.

Customer Role: Assign resources to perform testing, capture results and work with Superion to resolve exceptions.

Superion Role: Support Customer during testing and troubleshoot/resolve issues should they arise.

Acceptance Criteria: User Verification testing completed and approved by Customer. Sign off will take place only if all exceptions have been satisfactorily resolved.

17. Go Live Cutover Plan

Deliverable Number:		17
Deliverable Name: Go-Live Cutover Plan		Phase: 1, 2
Superion: Lead		Customer: Assist

Objective: Create a cutover plan, including a detailed Go-Live Checklist for each phase which details all tasks and activities that must be completed prior to and during cutover from the legacy applications to ONESolution.

Scope: The Cutover Plan details all tasks and activities which must be completed prior to going live on ONESolution for each phase.

Format: Microsoft Excel or Project

Sample Outline: Cutover Plan showing:
- Specific tasks/activities (Go-Live Checklist)
- Dependencies of tasks/activities
- Dates
- Resources
- Task pre-requisites
- Communication plan to stakeholders (this must be coordinated with the Change Management Team)
- Plan for resolution of critical issues

Notes / Expectations: Cutover Plan will be reviewed by the Superion and Customer project managers and the PMT on a weekly basis to determine status of activities. These reviews will begin 3 months prior to Go-Live. The plan will be updated as needed after each review.

Customer Role: Customer will collaborate with Superion in creating the plan. The Customer's SC will require 3 weeks to approve the plan.

Customer will work with its CMT to determine how to manage both the internal and the external communications process.

Superion Role: Lead the creation of the Cutover Plan. Monitor progress/status of Go-Live activities. Update the plan as needed.

Acceptance Criteria: A completed Cutover Plan, including a detailed Go-Live Checklist, as approved by the Customer's SC.

18. Go Live / Post Live

Deliverable Number:	18.1
Deliverable Name: Go-Live Declaration Letter	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist

Objective: A Letter that indicates the Customer is live.

Scope: ONESolution meets all requirements of the Phase. Customer is utilizing ONESolution as the official book of record.

Format: Microsoft Word

Sample Outline: Letter which states that the Customer is live on ONESolution as its official book of record. There will be separate letters for Phases 1 and 2.

Notes / Expectations: Customer has processed on ONESolution and ONESolution is the official book of record.

Customer Role: The Customer's SC requires two weeks to validate system's readiness. After validation, the Customer's SC signs the Go-Live Declaration.

Superion Role: Provide Go-Live Declaration Letter to Customer 10 days prior to Go-Live on each phase.

Acceptance Criteria: System validation is completed, system meets functional requirements and Customer is utilizing ONESolution as its official book of record.

SUPERION

Deliverable Number:	18.2
Deliverable Name: 60 Days Post-Live Support	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist

Objective: Superion to support the Customer during the Go-Live and in the initial 60 days Post-Live. Customer will receive on-going support from Superion's Customer Support during Post-Live as well as once the implementation has been completed.

Scope: Superion will provide support to the Customer after achieving the Go-Live. Superion will assist with additional training, issue resolution, and refining system set up as necessary. This includes all in-scope products included in this SOW.

Format: None

Sample Outline: Superion to provide the following services during Go-Live / Post-Live:
- Support users
- Issue resolution
- Support for all areas of the ONESolution application included in this SOW

Notes / Expectations: Superion support will consist of Consultant (up to 60 days after Go-Live) and Customer Support (on-going support) assistance.

Customer Role: Customer to use ONESolution in a "live" environment and work with Superion to resolve any issues that may arise.

Superion Role: Superion to provide support as outlined in the cutover plan. Superion will have staff on-site during the actual Go-Live and Post-Live as outlined in the plan.

Acceptance Criteria: System validation is completed and the Customer has gone live and is using ONESolution as its official book of record.

19. Project Close Out

Deliverable Number:	19
Deliverable Name: Project Close Out	**Phase:** 1, 2
Superion: Lead	**Customer:** Assist

Objective: A report to summarize the Project and indicate that the project is complete.

Scope\ Expectations: A Project Closure Report will be completed by Superion prior to the completion of the Project. The report will be delivered to Customer for review and approval. This should be no later than 60 days after Phase 2 Go-Live.

Format: Microsoft Word

Sample Outline: Report will include:
- Project Summary
- Project Team and Staffing
- Project Schedule
- Project Implementation
- Project Costs
- Transition to Operations
- Superion Follow-up
- Superion will provide recommendations on software upgrade timing for the Customer

Notes / Expectations: A Project Closure Report will be completed by Superion and reviewed by Customer prior to the completion of Project. This should be no later than 60 days after Phase 2 Go-Live.

Customer Role: Customer will review Draft Report from Superion and provide comments; Superion and Customer will agree on Final Report; Customer will sign Final Report.

Superion Role: Superion will deliver a draft report to Customer; Superion will incorporate comments and other feedback from Customer and deliver the Final Report.

Acceptance Criteria:
Project closeout completed and approved by the Customer. Customer is live in production. All milestones and deliverables have been implemented based on the SOW and there are no pending urgent and or critical issues according to Exhibit 2 and any non-critical and minor issues have an approved resolution plan and timeline approved by both Superion and Customer. Payment of this milestone will not be restricted based on items scheduled to be completed post go-live (CAFR, Budget Book, Fiscal Year End processing, e.g.).

8. Appendix 2

8.1 CAFR Constructor

Superion will lead the creation of the CAFR during the first year the Customer is live on ONESolution Financials and train the Customer to prepare the document in subsequent years. Superion is responsible for training the Customer on the technical tools necessary for the Customer to produce its CAFR. The Customer is responsible for all content.

Content and Services by Section:

1. Cover page, table of contents and general layout
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training to the client for subsequent years for:
        i. Generating the table of contents
        ii. Applying general formatting in the document
2. Introductory section
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training to the client for subsequent years for:
        i. Setting up and maintaining items within this section
3. Report of the independent auditor
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training to the client for subsequent years for:
        i. Setting up and maintaining items within this section
4. Management's discussion and analysis (MD&A)
    a. Layout and content for the cover will be provided by the Customer, preferably in Microsoft Word or Adobe PDF format
    b. Superion will prepare this section with the client for the first year's document
    c. Superion will provide training to the client for subsequent years for:
        i. Setting up and maintaining items within this section
        ii. NOTE: Much of the content in the MD&A relies heavily on information in other portions of the document; it is highly advised to complete the remainder of the document before completing the MD&A
5. Basic financial statements
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
    c. Superion will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
    d. The Customer will assist Superion in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements

    e. Superion, using the provided information, will produce the following statements (including the reconciliation schedules):
- i. Government-wide statement of net position
- ii. Government-wide statement of activities

6. Governmental fund financial statements
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
    c. Superion will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
    d. The Customer will assist Superion in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
    e. Superion, using the provided information, will produce the following statements:
- i. Balance sheet – governmental funds
- ii. Statement of revenues, expenditures, & changes in fund balance governmental funds
- iii. Statement of cash flows (may require additional Customer involvement)
- iv. Statement of fiduciary net position
- v. Statement of revenues, expenditures, and changes in fund balance – budget to actual – General Fund and major special revenue funds

7. Proprietary fund financial statements
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
    c. Superion will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements
    d. The Customer will assist Superion in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements
    e. Superion, using the provided information, will produce the following statements:
- i. Statement of fund net position/ balance sheet – proprietary funds.
- ii. Statement of revenue, expenditure, changes in fund balance/equity proprietary funds.
- iii. Statement of cash flows – proprietary funds.

8. Private purpose trust fund financial statements
    a. Superion will prepare this section with the client for the first year's document
    b. Superion will provide training for the use of variables to integrate these balances into the various documents of the CAFR.
    c. Superion will review proper setup of background parts in general ledger keys and objects to allow for correct aggregations in the statements

d. The Customer will assist Superion in identifying the setup of background parts in general ledger keys and objects to allow for correct aggregation in the statements

e. Superion, using the provided information, will produce the following statements:

    i. Statement of fiduciary net position

    ii. Statement of changes in fiduciary net position

9. Notes to the financial statements and unaudited statements

a. Superion will provide training and assistance to complete the footnote disclosures.

b. Superion will prepare this section with the client for the first year's document:

    i. Schedule of Changes in the Net Pension Liability and Related Ratios – Agent Multiple Employer Defined Benefit Pension Plans

    ii. Schedule of Contributions – Agent Multiple Employer Defined Benefit Pension Plans

    iii. Schedule of Funding Progress - Postemployment Benefits

    iv. Budgetary Comparison Schedules:

        1. General Fund

        2. Home Grant Special Revenue Fund

    v. Other Supplementary Information

        1. Combining Balance Sheet

        2. Combining Statement of Revenues, Expenditures and Changes in Fund Balances

        3. Schedules of Revenues, Expenditures and Changes in Fund Balance Budget and Actual:

            a. Public Safety Special Revenue Fund

            b. State Gas Tax Special Revenue Fund

            c. Golf Course Special Revenue Fund

            d. Self-Supporting Revenue Special Revenue Fund

            e. Developer Fees Special Revenue Fund

            f. Garden Grove Cable Special Revenue Fund

            g. Street Lighting Special Revenue Fund

            h. Park Maintenance Special Revenue Fund

            i. Main Street District Special Revenue Fund

            j. Air Quality Improvement Special Revenue Fund

            k. Other Grants and Contributions Special Revenue Fund

            l. Garden Grove Tourism Improvement District Special Revenue Fund

            m. Street Rehabilitation Special Revenue Fund

            n. Housing Successor Agency Capital Projects Fund

            o. Housing Authority Asset Capital Projects Fund

            p. Public Safety Capital Projects Fund

        4. Internal Service Funds:

      a. Combining Statement of Net Position

      b. Combining Statement of Revenues, Expenses and Changes in Fund Net Position

      c. Combining Statement of Cash Flows

5. Statistical Section

Assumptions:

a) Layout and content will be provided by the Customer for all sections

b) CAFR creation requires data to be pulled into CDM through use of Cognos BI or ODBC connections. Superion will make recommendations how to best extract data into CDM & the Customer is responsible for doing the data extraction & creating the data sources to produce the CAFR.

c) Superion is responsible for training the Customer on the tools necessary to product the CAFR.

d) Customer is responsible for producing the data and creating the narrative component for their CAFR.

e) Customer is responsible for validating both the data and narrative components of the CAFR with support from Superion.

8.2 Budget Book

Superion will lead the creation of a Budget Book during the first year the Customer is live on ONESolution Financials and train the customer to prepare the document in subsequent years. Superion is responsible for training the Customer on the technical tools necessary for the Customer to produce their Budget Book. The Customer is responsible for all content.

Content and Services by Section:

1) Organizational Mission, Vision and Guiding Principles
2) Organizational Goals
3) Customer Organization Chart
4) Budget Summaries
   a) Revenue Summary
   b) Budget Summary and Prior Year Comparison
   c) Sources and Uses of Funds
   d) Operational Budgets by Department - Department Summary
   e) Sixteenth Year Depreciation of Customer's Infrastructure
5) Departmental Budgets
   a) Introduction
   b) City Manager's Office
   c) Community & Economic Development Department
   d) Community Services Department

    e) Finance Department

    f) Fire Department

    g) Human Resources Department

    h) Information Technology Department

    i) Police Department

    j) Public Works Department

    k) City Attorney's Office

6) Special Budgets

    a) Special Assessments

    b) Community Development Block Grant Budget

7) Water Supply Budget

    a) Water System History

    b) Principles and Issues

    c) Water Services Budget

    d) Water Capital Projects

    e) Major Water Capital Improvements

    f) Water Services Replacement Program

    g) Water Cost Factor

8) Successor Agency to the Garden Grove Agency for Community Development

    a) Description and Objectives

    b) Budget Analysis

    c) Analysis of Successor Agency Administrative Allowance Packages

    d) Adopted Recognized Obligation Payment Schedule (ROPS)

9) Housing Authority

    a) Description and Objectives

    b) Housing Authority Budget

10) Sanitary District

    a) History

    b) Principles and Issues

    c) Sewer Budget

    d) Sewer Capital Improvements

    e) Sewer Capital Projects

    f) Sewer Replacement Program

    g) Solid Waste Budget

11) Cable Corporation

    a) Description

    b) Cable Corporation Adopted Budget

12) Capital Improvements, Projects and Facilities Maintenance Plans

    a) Introduction

    b) Capital Improvements

13) Statistics and Revenue Expenditure Analysis

    a) General Statistics

    b) Labor Usage by Department

c) Listing of New and Deleted Positions
d) Five-Year Revenue Summary
e) Five-Year Operating Expenditures Summary

14) Five Year Forecast
a) Introduction
b) Five-Year Revenue Projection
c) Five-Year Expenditure Projection
d) Five-Year Labor Usage Projection
e) Projected Sources and Uses of Funds – Basic
f) Projected Sources and Uses of Funds - Grant Services
g) Projected Sources and Uses of Funds - Special Assessments
h) Projected Sources and Uses of Funds - Water Enterprises
i) Projected Sources and Uses of Funds - Successor Agency
j) Projected Sources and Uses of Funds - Cable Corporation
k) Projected Sources and Uses of Funds - Housing Authority
l) Projected Sources and Uses of Funds - Sanitary District - Sewer
m) Projected Sources and Uses of Funds - Sanitary District – Solid Waste

15) Five-Year Capital Improvements and Facilities Maintenance Plans
a) Introduction
b) Capital Improvements - Community Services
c) Capital Improvements - Community & Economic Development
d) Capital Improvements - Public Works - Engineering
e) Capital Improvements - Public Works – Sewer
f) Capital Improvements - Public Works – Water
g) Facilities Maintenance Plan

Assumptions:
a) Budget Book creation requires data sources to be pulled into CDM through use of Cognos BI or ODBC connections. Superion will make recommendations as to how to best extract data into CDM and the Customer is responsible for doing the data extraction and creating the data sources to produce the Budget Book.
b) Layout and content will be provided by the Customer for all sections.
c) Superion is responsible for training the Customer on the tools necessary to produce the Budget Book.
d) Customer is responsible for producing the data and creating the narrative component for their Budget Book.
e) Customer is responsible for validating both the data and narrative components of the Budget Book with support from Superion.

9. Appendix 3 – Sample Documents

9.1 Monthly Status Report Sample

The Customer and Superion will use the following sample outline for monthly project status reporting. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

Project:	[Customer Name] – ONESolution Implementation
Date:	MM/DD/YYYY
Reporting Period:	MM/DD/YYYY – MM/DD/YYYY
Prepared By:	[Superion Project Manager Name, Title] – Superion

Key:

	Green – No risk perceived or on track/completed
	Yellow – Issues to be aware of or outstanding work to be completed
	Red – Major issues or Past Due
	Blue – Not commenced

Project Status Summary

	Phase	Description	Comments/Notes
	All	Project Management	
	All	Change Management	
	All	Project Deliverables	
	All	Business Process / Analysis	
	All	Configuration	
	1	Data Conversion – Superion side	
	2		
	1	Data Conversion – Client side	
	2		
	1	Interfaces – Superion side	
	2		
	1	Interfaces – Client side	
	2		
	1	Workflows	
	2		
	1	Training	
	2		
	All	Technology/Hardware/ Software Updates	
	1	Security	
	2		

SUPERION

Milestones

#	Description	Target Date	Comments/Progress
	Phase 1		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Major Decisions Made

#	Description	Date of Decision	Comments/Progress
	Phase 1		
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			

#	Description	Date of Decision	Comments/Progress
13			
14			
15			
16			
17			
18			
19			
20			

Budget to Actual Summary

	Service Description	Budget	Actual
	Project Management		
	Will add additional…………		

Critical Open Items

	Description	Comments

Upcoming Activities

	Description	Comments

Major Upcoming Decisions

#	Description	Target Date	Comments/Progress
	Phase 1		
1			
2			
3			

#	Description	Target Date	Comments/Progress
4			
5			
6			
7			
8			
9			
10			
	Phase 2		
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Risk/Issues

Risk/Issues	Mitigation

9.2 Sample Milestone and/or Deliverable Acceptance form

The Customer and Superion will use the following sample outline for milestone and deliverable sign off. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

SUPERION

Milestone and/or Deliverable Acceptance

Date: **[Current Date]**

Contract Number:		Customer:	
Customer PM:		Superion PM:	

Receipt of this Sign-Off document requires that within **(X)** business days, **[Customer Name]** will
  (a) provide written sign-off in the Milestone/Deliverable Acceptance document and return it to the Superion Project Manager; or

  (b) detail in the Milestone/Deliverable Acceptance document the Deficiencies with the item at issue as to why Superion has not met the responsibilities described in the Statement of Work and/or applicable Specification in connection with the Deliverable at issue, and return the Milestone/Deliverable Acceptance Document to the Superion Project Manager.

If Superion identifies Deficiencies that remain to be completed, Superion will resolve the Deficiencies in a manner that meets its obligations under the Statement of Work and/or applicable Specification. Upon such re-delivery, the parties will engage in the foregoing process until sign-off has occurred.

Notwithstanding the above, sign-off with respect to any item requiring such sign-off will be deemed to have occurred if Customer does not notify Superion in writing of deficiencies within **(X)** business days after delivery of the item or written notification that a particular item is ready for its review.

Milestone#	Amount *(if applicable)*	Deliverable#	Description	Approval Due By	Approver Initials

Customer feedback if not accepted:	
Milestone #:	Comments

By the signatures of their duly authorized representatives below, **[Customer Name]** agrees that Superion has successfully delivered the contract milestones listed above, thus approving billing thereof.

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

9.3 Sample Change Order/Change Request Document

The Customer and Superion will use the following sample change order document during the project. The outline may be modified during the project if agreed upon by both parties.

Sample starting on next page.

SUPERION

Contract Change Request		

Customer:
 	
Superion Project Manager:
 	
Superion Account Executive:
		Customer Contact:
		   Name
		   Title
		   Address
		   Email
		   Phone
		   Fax

PRODUCTS/SERVICES DELETED: The following have been requested to be terminated or deleted. An amendment will be required.

Qty	Item #	Superion Applications, Hardware, 3rd Party Software, Services.	Customer # Contract / Quote #	Reason for Request	Date

PRODUCTS /SERVICES ADDED: The following have been requested to be added: (please include Quote showing descriptions, pricing). An Amendment, Add-Quote or Supplement will be required.

Qty	Item #	Superion Applications, Hardware, 3rd Party Software, Services	Agreement/ Quote #	Reason for Request	Date

ALL CREDITS WILL BE APPLIED TO FUTURE LICENSED PROGRAMS ONLY.

For Finance Use Only: Finance Amendment Information Form (To be completed by Finance for approvals)

Qty	Licensed Program(s)/ Services:	Billed	Paid	Recognized	Revenue Hit	Finance Contact

ADDITIONAL COMMENTS:				
Superion Approval				
	Vice President	**Director of Services**	**Accounting**	**Contracts Services**

ADDITIONAL COMMENTS:			
Customer Approval			
	Quality Assurance Team	**Project Manager**	**Functional Lead**

Authorization: Note, the signature block below is applicable only when a formal Amendment is not required.			
This Change Order is considered valid once both parties have signed this document. Its effective date shall be the most recent date of the two signatures.			
Customer Authorized Signature			
Superion Project Manager			
	Printed Name	**Signature**	**Date**

10.   Appendix 4 - Reports

The following list of reports are expected to be developed by Superion as part of this project. Superion reviewed the reports based on samples given and has provided their best estimate. Superion has provided 900 hours to be billed as incurred to develop the reports.

Hours Estimates indicates the number of development hours estimated to create and complete the corresponding report. This does not include research or documentation. Assumptions: All data items are available as shown in the sample reports. Data item location will be provided/understood prior to development commencing. Calculations needed will be discussed and understood prior to development commencing. Prompts, filters and report features will be discussed and understood prior to development commencing. Report request forms are available to begin this process between the requestor and developer.

Report Name	Hrs. Est.	Reporting Tool	Comments
Payroll Reports			
Summary of Payroll hrs.	6	Superion Analytics	
Sick Leave & Family Sick Leave	4	Superion Analytics	
Vacation & Administrative Vacation Leave	2	Superion Analytics	
Administrative Leave	2	Superion Analytics	
Alphabetical Employee List	4	Superion Analytics	
Employee List Police Dept. Only	0	Superion Analytics	This is a subset of the Alphabetical Employee List, if that report is designed with a dept. prompt this report will not need to be separate but will be a run option of the main report
Authorized Position List	6	Superion Analytics	
Combined Health Appeal Deductions	4	Superion Analytics	Modify name to be more inclusive of other options

Credit Union Deductions	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EE Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EE League	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
EMP League	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Employee Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Fire Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Police Association	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Police Political Action Contribution List	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.

Prepaid Legal Deductions	0	Superion Analytics	Design Combined Health Appeal Deductions to prompt on OTHERDED Type and this report will not need to be a separate report.
Credit Union List by Account	2	Superion Analytics	
Credit Union List by Division	4	Superion Analytics	
Deferred Comp	4	Superion Analytics	
EE Benefit Fund	8	Superion Analytics	
EE Earnings Exceeding 46.25	2	Superion Analytics	
Employee Holiday Hours	2	Superion Analytics	
Employees With Education Pay by Dept.	2	Superion Analytics	
GJE	2	Superion Analytics	
Grant Labor Expenses Detail	8	Superion Analytics	
Holiday Hours YTD Used Detail by Employee	6	Superion Analytics	
Holiday Hours YTD Used Summary by Employee	0	Superion Analytics	Design Holiday Hours YTD Used report to prompt for Detail or Summary rather than develop two separate reports.
Payroll Expense Balance Detail	16	Superion Analytics	Balance should be a "sub-report" of Detail generated through prompt selection (Detail/Summary)
Payroll Expense Balance	0	Superion Analytics	
Leave Without Pay	4	Superion Analytics	
Pay Details	20	Superion Analytics	

Payback Payoff	4	Superion Analytics	
Paybacks	4	Superion Analytics	
Payroll Balance	20	Superion Analytics	
Payroll Control Sheet	4	Superion Analytics	
Payroll Direct Deposit	4	Superion Analytics	
Payroll Deduction Checks	6	Superion Analytics	
New Hires	0	Superion Analytics	California New Hire Report is included in base content starting with v18.1
Payroll Industrial Accident Hours	4	Superion Analytics	
Payroll Salary Edit	4	Superion Analytics	
Payroll Pre-note	4	Superion Analytics	
Payroll Register	8	Superion Analytics	
Payroll Retirement Balance Listing	6	Superion Analytics	
Payroll Sick Leave Additions	4	Superion Analytics	
Payroll Sick Leave Loss	4	Superion Analytics	
Payroll Warrant Register	8	Superion Analytics	
Payroll Register YTD Hours	8	Superion Analytics	
Payroll Register YTD Earnings and Withholding	8	Superion Analytics	
Police Overtime Summary	8	Superion Analytics	

Police Overtime by Package	8	Superion Analytics	
Police Dept. Terminated Employees	4	Superion Analytics	
Part Time Employee List	6	Superion Analytics	
Credit Union List by Division	6	Superion Analytics	Design single report to provide output by Division or Account depending on prompt selection by user
Credit Union List by Account	0	Superion Analytics	
State of California PERS	16	Superion Analytics	
Vac-Pos Update List for Controller	6	Superion Analytics	
Whole Life Deduction	4	Superion Analytics	
Workers Comp Calc for Pay Period	8	Superion Analytics	
Payroll Reports Estimate	**274**		
Accounting Reports			
36.41 REAC & VMS Reporting	CAFR	CDM	
VMS & REAC Summary	CAFR	CDM	
Balance Sheet	CAFR	CDM	
Monthly Income Statement	CAFR	CDM	
REAC Income Statement Split	CAFR	CDM	
REAC Balance Sheet Split	CAFR	CDM	
VMS Coding Tables	CAFR	CDM	
VMS Housing Authority	32	Superion Analytics	
GG SCR Final City	16	Superion Analytics	
GG PFA SCR	24	Superion Analytics	
GG Streets Annual Report	24	Superion Analytics	
Compensation Report	16	Superion Analytics	

GG PPA	24	Superion Analytics	
Capital Assets - CIP	8	Superion Analytics	
MOE -OCTA and SB 1	16	Superion Analytics	
interest Allocations	6	Superion Analytics	
TPC & VBC Monthly Report	16	Superion Analytics	
Rev List	8	Superion Analytics	
Accounting Reports Estimate	**190**		
High Priority HR Reports			
Payroll Salary Edit	4	Superion Analytics	
Part Time Payroll Salary Edit	0	Superion Analytics	Same report as Payroll Salary Edit with filter applied for part time. Combine and prompt.
Authorized Position List	6	Superion Analytics	
PT Benefited Authorized Positions	6	Superion Analytics	
PERS Health Benefits Plan Enrollment	32	Superion Analytics	
PAF from Dept.	16	Superion Analytics	Personnel Action Form, highly formatted but not an official form replication. Visually the only difference between these is the report heading that can be dynamic based on a prompt selection. Suggest combining
PAF from HR		Superion Analytics	
FT Pay Rate Schedule	4	Superion Analytics	
PT Pay Rate Schedule	4	Superion Analytics	

PINK	12	Superion Analytics	
High Priority HR Reports Estimate	**84**		
Med Priority HR Reports			
Assignment Pay Tracking Log	12	Superion Analytics	
EE's Enrolled in City Paid Life Ins	4	Superion Analytics	
EE's Enrolled in Vol Addl Life Ins	4	Superion Analytics	
EE's Enrolled in Vol Whole Life Ins	4	Superion Analytics	
PERF Evaluation Forms	20	Superion Analytics	
Vacation Time Lost	4	Superion Analytics	
PT Merit Increase Eligibility	4	Superion Analytics	
PT Hours Tracking	4	Superion Analytics	
EE's Enrolled in Personal Health	4	Superion Analytics	Review base report Employee CDH Assignments. This report lists employees and their benefit assignments, CDH can be selected on prompt page limiting results to Health, Dental, Vision, Etc. If this report will meet the requirements, then no development time will be needed. If not, combine these reports into a single prompted report.
EE's Enrolled in Disability Plans	0	Superion Analytics	
EE's Enrolled in Dental Plans	0	Superion Analytics	
EE's Enrolled in Vision Plans	0	Superion Analytics	
Med Priority HR Reports Estimates	**60**		
Low Priority HR Reports			
Industrial Accident Hours	4	Superion Analytics	
Leave Without Pay	4	Superion Analytics	

Life Insurance Update	4	Superion Analytics	
Alphabetical Employee List	4	Superion Analytics	
Part Time Employee List	6	Superion Analytics	
Personnel Transaction Log		Superion Analytics	
New Hires	4	Superion Analytics	
Promotions	4	Superion Analytics	
PERS Transactions	4	Superion Analytics	
Terminations	4	Superion Analytics	
Retirement NonSafety	4	Superion Analytics	Same report with filter applied.
Retirement Safety	0	Superion Analytics	
Bilingual Testing Request Form	4	Superion Analytics	
DL Renewal and Private Vehicle Auth	4	Superion Analytics	
Low Priority HR Reports Estimate	**50**		
Other HR Reports			
Part-Time Hours Tracking	16	Superion Analytics	
Part-Time Authorized Position List	16	Superion Analytics	
Part Time Merit Increase Notice; Part Time Benefited Pass Probation; Part Time Annual Performance Evaluation	16	Superion Analytics	
Assignment Pay Tracking Log	16	Superion Analytics	
Acting Assignment Tracking Log	16	Superion Analytics	

Other HR Reports Estimate	**80**		
Purchasing Reports			
Back Ordered Inventory Items	16	Superion Analytics	
Past Due POs	16	Superion Analytics	
(Vendor) Insurance Expiration Dates - Contracts and Special Permits	16	Superion Analytics	
PO Spending Report (YTD)	16	Superion Analytics	
YTD Spending per Vendor with and without a PO	16	Superion Analytics	
Warehouse - Annual Physical Inventory	16	Superion Analytics	
Warehouse - Adjustment Report	16	Superion Analytics	
Warehouse - Activity/Spending Report by Department and Fund and Package	16	Superion Analytics	
Warehouse - Back Order Report	16	Superion Analytics	
Warehouse - Receiving Report	16	Superion Analytics	
Warehouse - Cycle Count Reports	16	Superion Analytics	
Warehouse - Min Max Report	16	Superion Analytics	
Warehouse - Month End Reports	16	Superion Analytics	
Warehouse - Item History Report (by PO, Date, Quantity, etc.)	16	Superion Analytics	
YTD spending per Contract	16	Superion Analytics	
Purchasing Reports Estimate	**240**		
Other Reports			
IDIS Draw Report		Superion Analytics	

Activity Performance Report		Superion Analytics	
Fire Dept. Expense Detail by Package		Superion Analytics	
Fire Dept. Expense Statement by Package		Superion Analytics	
Fire Dept. Labor Distribution By Package		Superion Analytics	
Fire Dept. Vehicle Rental by Department		Superion Analytics	
Fire Permits		Superion Analytics	
Fire Plan Check Fee		Superion Analytics	
OES Fire Reimburse		Superion Analytics	
Paramedic Personnel Reimburse		Superion Analytics	
Medical Supply Reimburse		Superion Analytics	
Non-Residential Ambulance Reimburse		Superion Analytics	
Expense/Revenue File		Superion Analytics	
Summary of Payroll Hours		Superion Analytics	
Sanitation District Monthly Report		Superion Analytics	
Fund 533 - Downtown Commission Monthly report		Superion Analytics	
Fund 086 Citywide Park Fees Monthly Report		Superion Analytics	
Fund 081 Park Fees Monthly Report		Superion Analytics	
AUTHORIZED POSITION LIST		Superion Analytics	
Total for Other Reports Estimates	**200**		

EXHIBIT 8

CryWolf Specifications

CRYWOLF FALSE ALARM MANAGEMENT SYSTEM IMPLEMENTATION

STATEMENT OF WORK

PREPARED FOR:

Garden Grove, California

July 5, 2018

Table of Contents

Appendix A: Recommended Minimum Hardware Specifications

Appendix B: Training Session Descriptions

Appendix C: CAD Data Field List

1. Project Summary

This CryWolf False Alarm Management Software project is a joint effort between Superion and the City of Garden Grove ("Customer"). Superion will supply, configure and install the CryWolf False Alarm Management software and appropriate licenses. Superion will provide the Spillman CAD extraction software to extract the false alarm data for processing in CryWolf. Superion will prepare the CryWolf data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into Customer's Spillman CAD using the permit import software acquired by Customer from the Spillman CAD vendor. Any cost required by the Spillman CAD vendor for the purchase, license, implementation or support of this Spillman CAD interface software is <u>not</u> included in this quote.

Customer will be responsible for providing all necessary computer hardware, operating system software and database (MS SQL Server) software, system administration personnel, and post-installation system backup and recovery services.

1.1 Project Assumptions

Superion pricing is based on the following parameters and assumptions:

1. Pricing includes Two (2) Full CryWolf Software Licenses and CryWolf Web Pages with CryWolf supported payment portal.

2. Pricing includes the following training sessions. Please refer to Appendix B for a complete description of each training session.

   - one (1) Administrator Training Session

   - one (1) End User/Operator Training Session

   - one (1) Web Page Training Session

3. Premise Data Import estimated to be approximately 10,000 registered permit records together with 10,000 account balances (balance forward) and one year of historical alarm incident records. Data will be provided by Customer to CryWolf in MS Excel layout and formats to be provided by Superion.

4. Superion will provide the Spillman CAD extraction software to extract the false alarm data for processing in CryWolf. Superion will also configure a permit export file from CryWolf of permit data that Customer can import into the Spillman CAD system. Customer will need to acquire from the Spillman CAD vendor the permit import interface software from Spillman. Any cost required by Spillman for the purchase, license, implementation or support of this Spillman CAD interface software is the Customer's responsibility and is not included in this quote.

5. Customer will choose a CryWolf supported online payment vendor whose interface and approach is currently supported by CryWolf to accept payments from the CryWolf Citizen Facing Web Portal. Online payments will be subject to transaction fees charged directly to Customer by the credit card processor.

2. Deliverables

This section defines the specific services that Superion will provide to Customer as part of the False Alarm Management System project. These services will be provided directly and managed by Superion.

Superion assumes full responsibility for all deliverables that it proposes to provide and will be the single point of contact for Customer. Superion is only responsible for providing the products and services described in this section. The project will be divided into the following phases: Project Planning; CAD Interface and Data Conversion; Installation, Training and Go-Live Preparation; and Post-Implementation Support.

The project will be considered successfully completed when all deliverables have been provided and accepted by Customer as evidenced by live system operation by Customer.

2.1 Project Planning

Deliverable: **Final Project Plan and Schedule**

Target Schedule: **1 – 2 Weeks**

The objective of Project Planning is to define clear requirements and set realistic goals; to establish a methodology for effective communication during the project; and to respond to changes quickly so that the project is completed on time, on budget and according to specifications. Project planning and management will be an integral part of this project. The planning process began during the proposal phase and continues throughout the project.

The Superion project manager will discuss with the Customer project manager the following items as part of the project planning process and in preparation of the final Project Plan and Schedule.

- Establish roles and responsibilities of key personnel

- Establish a clear chain of communications

- Review and confirm overall project scope, objectives and approach

- Review and confirm the overall plan of action and expected results (deliverables)

- Identify overall project constraints, priorities and risks

- Review and confirm overall project schedule

- Review and confirm resource and scheduling requirements

- Determine the agency servers on which the database and web pages will be installed

- Review and confirm data conversion requirements

- Discuss any technical issues concerning possible data conversion

2.2 CAD Alarm Incident File Interface, and Historical Permit Data Import

Deliverable: **Spillman CAD Bi-directional Interface, and Converted Alarm Location Data, accepted by Garden Grove**

Target Schedule: **5 – 7 weeks**

The objectives of the CAD Interface and Data Capture phase are:

- To initially import (convert) historical, non-financial alarm data and summary alarm account financial balances into the CryWolf alarm database;

- to enable the daily import of alarm incident data from the Customer Spillman CAD system to CryWolf; and,

- to configure and test the CryWolf Permit Data Export to Spillman CAD.

Although Superion will use best efforts to import the historical permit data, Customer is ultimately responsible for validating that the data is complete and accurate after Superion import / conversion to the CryWolf system. Customer is also responsible for ensuring premise status information is imported to update the CAD database.

This phase consists of the following main tasks:

1) **CryWolf Alarm Data Import:** Customer will extract a data file from Spillman CAD system, Customer's current false alarm system, to files that can be read by the CryWolf software utilizing the CryWolf/Superion provided extraction routine or CryWolf prescribed data file formats.

   CryWolf recommends that the CAD extraction routine export daily alarm incident data, at a set time each day as specified by Customer. The extracted data will be in the form of a comma- or fixed-length separated, ASCII text file and will be transferred to a Month/Year-designated folder. This folder will be at a specific network directory location that is accessible by both CAD and CryWolf. This file will include the date in its name, so that it can be easily selected by Customer's CryWolf system operators for import and processing by CryWolf. The data fields in the CAD-extracted file will be specified by Customer. At a minimum the data fields will include a unique incident number, incident date, street address, suite or apartment if possible, and false alarm clearance code. The maximum number of fields will be limited by the data CryWolf currently maintains as described in Appendix C of this Statement of Work.

   Preparing the CryWolf data import routines and testing of the alarm file import interface will be performed at the CryWolf offices, except for final complete testing, which occurs onsite during the CryWolf Software Installation, Training and Go-Live Preparation Phase.

2) **Historical Data Conversion:** CryWolf will electronically import the following existing Customer alarm-related data into the CryWolf database:

   - Premise Registration Data. This data will consist of alarm site demographics and related alarm company information, including alarm system location and mailing addresses, responsible party and contact information, and other non-financial, site related data.

   - Alarm Incident Data. This data will include up to one year of historical alarm incidents in order to establish the correct false alarm count by alarm user at the system crossover (go live) date.

   - Alarm account financial balances. This data will include for each historical alarm account imported/converted the summary financial balance for that account at the date of system crossover/conversion.

   The conversion will include only fields maintained by the CryWolf database. All data provided by Customer for conversion will be in MS Excel format with row/column layout provided by Superion. The development and initial testing of the data conversion routine will be primarily completed at Superion offices. Two or three conversion iterations may be required before Customer is able to fully validate the converted data. On-site software installation, training and go-live assistance will be scheduled after Customer validates that the converted data is accurate and complete. Current false alarm processing will need to be temporarily postponed (probably 1 – 2 weeks) between final data

conversion and completion of software installation and cutover. Some of this backlog should be caught up as part of the onsite training and go-live assistance tasks.

3) **Alarm Status Data Export**: CryWolf will prepare the CryWolf data export function to produce daily files of alarm status and permit information, e.g. alarm company, alarm subscriber and contact data, which will be imported into the Spillman CAD systems by the Customer staff utilizing the Customer acquired alarm import software provided by Spillman. Any cost required by Spillman for the purchase, license, implementation or support of this CAD interface software is the responsibility of the Customer and is not included in this quote.

2.3 CryWolf Ordinance Consultation and Ratification Assistance

Deliverable: **Ordinance Consultation and Ratification Assistance**

Schedule: **TBD**

The objective is to provide assistance to Customer with best practices modification and optimization of the False Alarm Ordinance. This will include review, fee/fine suggestions, ordinance language changes, and best practices justification that will assist the Customer in modification/updating of the current ordinance.

2.4 CryWolf Web Site and Payment Portal Installation

Deliverable: **CryWolf Web Portal with Redirect Payment Processing accepted by Customer**

Schedule: **2-3 weeks**

The objective of the CryWolf Web Site and Payment Portal Installation is to provide citizen facing access for registration, account access, payments and alarm user updates.

Superion will provide Customer with the CryWolf Web Pages for installation on the Customer's IIS Server. The IIS server requirements include OS 2012 or higher and IIS 7.5 or higher. The Customer is responsible for any Web Page security protocols and certificates, e.g. SSL. Superion will remotely assist the Customer in configuration and testing of the Web Portal including the connection between the Web Portal and the CryWolf database.

In addition, Superion will remotely assist in the configuration, implementation and testing of a CryWolf supported online payment vendor. CryWolf's payment processing utilizes a redirect to supported payment vendors. Superion assistance includes the implementation of payment information back into CryWolf at the successful completion of payment transaction; based on the design of the selected payment portal.

2.5 Installation, Training, and Go-Live Preparation

Deliverable: **Operational System, accepted by Customer**

Schedule: **2 – 3 weeks**

The objective of the Installation, Training and Go-Live Preparation phase is to complete software installation, initial data capture and training to ensure that Customer is ready to use the system. Live operation of the system, as evidenced by the CryWolf -based generation of correspondence and invoices to alarm users/owners will demonstrate final system acceptance by Customer.

This phase consists of the following major activities:

---

1) **Install CryWolf software**. Superion will assist the Customer in installing the type and quantity of CryWolf licenses as specified in the Pricing Summary on Customer PC workstations and provide the CryWolf Web Pages for installation by Customer on an IIS-compatible Customer web server. If CryWolf email functionality is used by Customer, the CryWolf software will also need access to a Customer SMTP server.

2) **Conduct a detailed review of the of the CryWolf software configuration**. Superion will review the of the CryWolf software configuration options, and configure the software to meet Customer ordinance and operational specifications including correspondence preferences.

3) **Configure, Install and Test Interfaces.** Superion will initially review and finalize the requirements of the interfaces quoted in the pricing summary. Once the development is completed, Superion will install and test the interfaces with the assistance of the appropriate personnel. Training to appropriate staff members on the daily operation of the interfaces will be provided during the training sessions

4) **Complete administrator and operator training**. Superion staff will train Customer false alarm system administrators and operators in substantially all areas of system configuration (and changes), and system operation. Superion will also train selected Customer staff on using the CryWolf Web Pages. This proposed Statement of Work includes the training sessions as outlined in the Pricing Summary. Please refer to Appendix B, Standard Training Session Descriptions, for a more complete description of each training session.

5) **Review system operation**. Superion staff will monitor Customer staff as they prepare for go-live operation. This will include processing several days of actual alarms and preparing related correspondence, invoices and reports.

6) **Cross-over to live production**.

3. Customer Responsibilities and Resources

This section will define Customer staff responsibilities in their role as members of the project team. The section also outlines the resources that Customer will provide to the project.

3.1 Customer Responsibilities

Customer responsibilities comprise three main areas:

1) Acquisition, installation, configuration, technical support and maintenance of all necessary computer hardware, operating system software, database software and network components required by the CryWolf system including any interfaces with systems external to CryWolf. This to include MS SQL Licensing, Spillman CAD interface software if necessary.

2) Initiation, coordination, monitoring and facilitation of all technical relationships and activities with departments and organizations external to the false alarm unit. At a minimum, this will include Customer's Finance Department and Customer CAD/911 Communications Services.

3) Technical support and maintenance of all computer equipment, operating system software, and network components, including (at a minimum) the backup, disaster recovery and reinstallation, if necessary, of the CryWolf software, database software, alarm data, and any interfaces with systems external to CryWolf.

3.2 CusotmerStaff Resources

Customer must provide the staffing resources necessary to assist Superion with the tasks outlined in the Deliverables section above. These resources are identified by role and the roles may be filled by more than one person or one person may fill multiple roles. The following types of human resources are required:

- Project Manager

- IT Staff (Hardware, Operating System, Network, Installation)

- Database Administrator

- Customer Alarm Administrator

- Customer Alarm Processor

- Finance Representative

3.3 Customer System Resources

Customer will provide the physical resources necessary to perform the tasks outlined in the Deliverables section above. The following types of physical system resources are required:

- Computer Server and workstation equipment (for training and operations)

- Network Equipment

- Network, Database and Operating System Software

- ESRI-Standard GIS Map data (if used)

4. Project Assumptions

Assumptions are factors that the CryWolf False Alarm Management System project shall be considered to be true, real or certain. The following is a summary of the assumptions that Superion and Customer have made about the project.

- The CryWolf software meets substantially all requirements of the Customer as outlined in the City of Garden Grove's False Alarm Ordinance. This may mean that certain operational activities of the Customer Alarm staff may change to accommodate new ways of doing business, in accordance with the CryWolf software.

- Superion assumes that Customer will choose to use MS SQL Server Database Software (version 2012 or later). Customer will provide the required SQL Server licenses, and will install SQL Server on the computer server and workstations designated for CryWolf false alarm system functions.

- Customer is responsible for overall alarm data security including any online Web Page security protocols and certificates, e.g. SSL.

- Customer online payments will be made using the Superion provided Web Pages. Customer will use an online payment vendor whose interface and approach is currently supported by Superion. If another online payment vendor is preferred by the Customer, additional Superion effort and project costs may be required to develop and test the new payment interface.

SUPERION

APPENDIX A

RECOMMENDED MINIMUM HARDWARE SPECIFICATIONS

Database Server
- RAM: 8 GB
- Speed: 2.7 GHz or higher
- Hard Drive: 50GB or higher Free
- Windows Operating System 2008 R2 or higher

- MS SQL Server Database Software 2012 or higher
- Local Area Network connection to designated workstations

Email and Web Server(s) Requirements

- RAM: 8GB or higher

- Microsoft IIS Software (for web pages) version 7.5 or higher

- IIS Server – Windows Operating System of 2012 or higher

- SMTP Email on a server accessible to the client workstation

Workstations
- RAM: 4GB or higher
- Speed: 2.0GHz or higher
- Hard Drive: 20GB (500MB Free)
- Network Connection to CryWolf Server
- 15" Monitor (1024 x 768 resolution)

- Windows 2007 Operating System

- At least one workstation should have access to Microsoft Word software to facilitate letter preparation and software support.

Web Clients

- Latest generation web browser with JavaScript enabled

APPENDIX B

TRAINING SESSION DESCRIPTIONS

Administrator Training Session:

The Administrator training can take place in a classroom setting or in an office area that is comfortable for five (5) to six (6) persons. The Administrator(s) is in charge of setting all of the defaults in the program; providing access rights (security) for Customer users of CryWolf; ensuring the maintenance files set up accurately interprets the jurisdiction's ordinance; creating the letters, notices, and invoices to be used within the program and other program maintenance functions. The Administrator(s) of the program should also plan on attending the Operator Training so that all aspects of system operation are familiar to the Administrator(s). This would also allow an Administrator to train additional trainers, if needed (Train the Trainer). Administrator Training takes one to two days, depending on the extent of the ordinance changes and/or data conversion.

User/Operator (Alarm Management System Operators) Training:

The User/Operator Training can take place in a classroom setting or at the actual workstations of the users. This training will be provided to four (4) to five (5) users and/or Administrators. All aspects of the program are covered, including entering registrations for alarm companies and registrants with alarm systems, processing alarms, using the payment module, learning about adjudications and appeals, creating reports, making corrections, mapping of alarms and/or registrations, and other operating functions.

CryWolf Web Site Training

The technical training covers web page installation, database access and alarm address assistance/validation capabilities. The training session covers adding/modifying certain web page content and using the public and administrative web pages, online help and demonstration tutorials.

SUPERION

APPENDIX C

CAD DATA FIELD LIST

- All the data will be read as string from the file.

- CryWolf does not dictate the order of the fields in the text file.

- CryWolf only mandates a few fields (indicated below), but including as many fields as possible, in the extracted false alarm CAD file, is the best approach.

- All others can be included to simplify the work of the False Alarm Unit Administrator.

The mandatory fields are:

Case No:	must be unique for each alarm incident
Incident Date:	must be in some standard format (mm/dd/yy, mm/dd/yyyy, etc.)
Incident Address:	such as '123 MAIN ST'
Apartment/Suite:	if applicable

The date is stored as a date, but the text string (01/01/01, 01/21/2001, etc.) in the text file is read and then converted as I load the field on the screen.

The next fields are used when the program is run in "interactive" mode, where the program determines whether to charge or not. Even if the agency does not run in "interactive" mode, the next 4 fields are very helpful and should be included if possible.

Dispatch Code	any code used by the CAD system to tell the type of call
Clearance Code	any clearance code usually given by the officer to the dispatcher indicating whether this was a real crime, a false alarm, nothing found, etc.
Dispatch Comments	the dispatcher types in what is relayed to him/her about the call. ("motion detector going off in back room", "owner en route", etc.)
Officer Comments	whatever the officer says to the dispatcher that is typed into the narrative area of the CAD ("nothing found", "building checked secure", etc.)

All other fields are optional.

A complete list of data fields is shown in Table 1.1 on the following page.

Table 1.1 - List of CryWolf "Call For Service" fields.

FieldName	Type	Size	Description
CaseNo	Text	50	Must be unique for every call
CADAlarmNo	Text	50	If the CAD record includes the Reg #
AlarmType	Text	50	Type of alarm call (fire, holdup, etc.)
MonitoredBy	Text	50	CryWolf determines this value
FullAddress	Text	100	Incident address '123 MAIN ST'
Apt	Text	10	Apartment/Suite if applicable
IncidentDate	Date/Time		Actual Date of Incident
TimeReceived	Text	30	Time call received
TimeDispatched	Text	30	Time call dispatched
TimeOnScene	Text	30	Time first officer on scene
TimeCleared	Text	30	Time call is cleared
DispatcherInfo	Text	250	Any dispatcher info (ID, Name, etc.)
CallTakerInfo	Text	250	Any Call Taker Info (ID, Name, etc.)
OfficerID	Text	30	ID/Name of primary unit
UnitsAssigned	Text	250	List of multiple units if desired
DispatchCode	Text	50	The Call Type
ClearanceCode	Text	50	Final clearance code Must indicate if alarm is 'false' or an actual crime.
BeatNo	Text	50	The Beat/District/Area etc. of the call
CADName	Text	250	The CAD 'Common Place Name' Name of the Business or Resident
DisptchComments	Text	AnySize	Comments entered by the Dispatcher
OfcrComments	Text	AnySize	Officer comments (check secure, nothing found, etc.)
Extra1	Text	250	Other field of your choice (optional)
Extra2	Text	250	Other field of your choice (optional)
Extra3	Text	250	Other field of your choice (optional)
Extra4	Text	250	Other field of your choice (optional)
Extra5	Text	250	Other field of your choice (optional)
Extra6	Text	250	Other field of your choice (optional)
Extra7	Text	250	Other field of your choice (optional)
Extra8	Text	250	Other field of your choice (optional)
DateEntered	Date/Time		Set by CryWolf
AlarmNo	Text	50	Set by CryWolf

EXHIBIT 9

BMI Template Agreement & Warranty Information

Following the initial eighteen (18) month Support Term, Customer retains the right to purchase extended technical support, software application maintenance and warranties directly from BMI, to include: Extended Warranties, Maintenance and related support services. Including:

BMI ITEM#	DESCRIPTION	Qty	Unit Price	Extension
99 UNIPA692C482	48-hour repair and ship, Extended Warranty, No-Fault Comprehensive 2-year service contract for PA 692, battery & cable	4	$349.00	**$1,396.00**
BMISUPPCOLLECT	1 yr. Phone Support & Upgrades for Collect-IT Support Period	1	$595.00	**$595.00**
BMISUPPATRENEW	1 yr. Phone Support & Upgrades for AssetTrak ARS	1	$495.00	**$495.00**

TECHNICAL SUPPORT AGREEMENT

This Support Agreement is entered into by and between BMI SYSTEMS GROUP ("BMI") and the customer identified below ("Customer). This Agreement shall be effective **XXXXXXX** and cannot be post-dated for a later start date under any circumstances.

CUSTOMER NAME: City of Garden Grove

ADDRESS: 11222 Acacia Parkway, Garden Grove, California 92840

PRIMARY CONTACT: Scott C. Stiles, City Manager/ City Attorney

PHONE: 714-741-5100

COVERED APPLICATION:

COVERED PERIOD:

COST:

Support Services:

BMI shall provide technical support to Customer by answering questions and providing assistance specifically regarding the operation of BMI Software and applicable add-on products. Support is defined as providing assistance for troubleshooting of an issue and providing resolution when available. Some issues may require specialized services at an additional charge.

BMI shall use reasonable efforts to correct the problem Customer may be experiencing, but does not guarantee that problems will be resolved within any specified time period. BMI's technical support staff will provide services consistent with the standard of care generally accepted within the industry for such services.

It is understood that this Agreement is non-refundable and non-transferable, and any disputes must be sent in writing to BMI within 30 days from the performance of any services. BMI will have 30 days from receipt of any dispute letter to investigate and reply to Customer with its findings. All such findings and/or conclusions will be considered final. BMI

shall have the right to immediately terminate this Agreement if Customer breaches any of the terms or conditions of this Agreement, including but not limited to nonpayment of any fees owed to BMI by Customer. Customer must remain in good standing at all times, with all outstanding invoices paid in full in a timely manner. Upon termination, Customer shall not be entitled to any refund for the remaining period of the Agreement.

IN NO EVENT SHALL BMI BE RESPONSIBLE FOR DAMAGES OF ANY NATURE, EXCLUDING THOSE CAUSED BY BMI'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES.

The terms of this Agreement sets forth the entire Technical Support Agreement and supersedes any discussions between Company and Customer. No modification of or amendment to this Policy, nor any waiver of any rights or fees, will be considered a precedent unless in writing signed by an authorized agent of Company. Any subsequent change or changes in Customer scope of business, will not affect the validity or scope of this policy.

By signing below Customer acknowledges and agrees to these conditions and authorizes BMI to charge Customer for the services described above. IN WITNESS WHEREOF, the Parties have caused their respective authorized representatives to execute this Agreement.

CUSTOMER ORGANIZATION:

By: City of Garden Grove

Print Name: Scott C. Stiles

Print Title: City Manager

BMI SYSTEMS GROUP:

BY: _____

Print Name: GARY BRIGGS

Print Title: PRESIDENT

TECHNICAL SUPPORT AGREEMENT

Extra Services & Non-BMI Technical Support
Certain services are not applicable to BMI'S regular service plans. Where normal troubleshooting will resolve the issue, there is no additional charge. Generally, if an issue can be resolved remotely or by telephone, it will be classified as normal troubleshooting. However, on some occasions specialized technical or on-site services are required, these services are billed separately. These services are evaluated on a case by case basis. Extra Services will not be undertaken without express consent from Customer.

Training – Basic program questions are considered normal troubleshooting issues. During the course of this troubleshooting discussion may arise as to how to use a new feature and is considered a support service. However, new employee training or extensive scheduled training for new features and upgrades are billable services, unless included with purchase of software. BMI is able to provide training over the telephone, through remote services or on-site. If you would like to learn more about the options available for training on your product, please contact us: BMI Systems Group, 1.800.264.9949, marketing@bmisys.com.

Warranty for Mobile Scanning Devices and Accessories

The following items covered under the Unitech and Motorola Limited Warranty are free from defects during normal use. Warranty starts with BMI Systems Group ship/invoice date to Customer:

PA692 – 1-year limited parts and labor depot warranty, CA. Customer pays shipping to CA, Unitech pays shipping back. Standard warranty repairs are completed within 10-14 business days. The Lithium-Ion battery has a 6-month limited warranty. MC3190Z – 1-year limited parts and labor depot warranty. Customer pays shipping to service depot, Motorola pays shipping back. Standard warranty repairs are usually completed within 21-28 business days.

Warranty becomes void if equipment is modified, improperly installed or used, damaged by accident or neglect, or if any parts are improperly installed or replaced by the user. Use only the adapter supplied. Using the wrong adapter may damage the unit and will void the warranty.

BMI Software Application Maintenance Agreement

We understand that when you purchase one on our (ADCS) Automated Data Collection Systems or (ADMS) Automated Data Management Systems from BMI Systems Group, you expect it to work.

While our systems do perform properly, you may need assistance with the installation of the software or help in using the system itself. One year of BMI Annual Support is included with each System Kit sold by BMI or our resellers.

With a BMI annual support agreement, you get the help you need and more!

We understand that service and support are key factors to successful solution implementation. Our focus is to ensure our customers have an exceptional experience with their BMI products and services. BMI invests in building unmatched technical support teams to provide the best possible service to our partners and customers.

Up to (1) hour of phone installation support per Desktop installation Unlimited support for the desktop application after initial installation.

Unlimited support for BMI applications that are installed on the (MSD) Mobile Scanning Device.

Unlimited email support during support period.

Free software maintenance releases for the Desktop and MSD Applications during support period.

Our PC Tutor program is available at an additional cost. PC Tutor is our remote Desktop Access System for up to 4 hours of remote low-cost training classes to help you become a pro with your system.

Access to a certified BMI technicians 8 hours daily, (6:30 to 3:30 AZ Time), (Mon-Fri) Guarantee that 90% of the time, you'll talk to a human, not a voicemail. Low-cost training classes to help you become a pro with your system.

By maintaining annual support, BMI Systems Group can help keep your system operating effectively; provide additional training for your staff and solve any problems that might arise before, during and after implementation of your system.

Contact BMI Sales to renew or sign up for annual support.

EXHIBIT 10

Superion's Response to Customer's Request for Proposal

Superion's Response to Customer's Request for Proposal, number S-1225, is incorporated herein by reference, including all functional descriptions included in the response.

CONSULTANT AGREEMENT

THIS AGREEMENT is made this_____day of_____, 2018, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Schafer Consulting, Inc.,** herein after referred to as "CONSULTANT"**.**

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED **September 11, 2018.**

2. CITY desires to utilize the services of CONSULTANT to Provide Consultant Services/Support Services for the Implementation, Oversight and Change Management of the Enterprise Resource Planning Software System.

3. CONSULTANT 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 agreement shall be effective upon approval of the City Council and shall terminate when services are satisfactorily completed. This agreement may be terminated by the CITY or CONSULTANT without cause. In the event of early termination, the CITY will compensate CONSULTANT for work performed to date in accordance with the Cost Proposal, which is included Attachment A and is hereby incorporated by reference. CONSULTANT is required to present evidence to support performed work.

2. **Services to be Provided.** The services to be performed by CONSULTANT shall consist of tasks as set forth in the Scope of Work, which is attached as Attachment A, and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.

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

   3.1 AMOUNT. Total Compensation under this agreement shall not exceed (NTE) the amount of One Million Two Hundred Eighty Eight Thousand Three Hundred Fifty Dollars ($1,288,350.00), payable in arrears and in accordance with the Cost Proposal in Attachment A.

   All work under this contract shall be at the sole request of the City. No specific amount of hours are guaranteed.

   All work shall be in accordance with the Scope of Work, Attachment A.

3.2 <u>Payment</u>. 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 the blended rate of $150 per hour for the work included in Cost Proposal in Attachment A.

3.3 <u>Records of Expenses</u>. CONSULTANT 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 <u>Termination</u>. CITY or CONSULTANT 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 <u>COMMENCEMENT OF WORK</u>. 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 <u>WORKERS COMPENSATION INSURANCE</u>. During the duration of this Agreement, CONSULTANT shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 <u>INSURANCE AMOUNTS</u>. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount not less than of $1,000,000.00 per occurrence (**claims made and modified occurrence policies are <u>not</u> 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 $1,000,000.00 combined single limit **(claims made and modified occurrence policies are <u>not</u> 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 Additional Insured Endorsement, **ongoing and completed operations,** for the policy under section 4.3 (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 CONSULTANT. CONSULTANT 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, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONSULTANT. CONSULTANT 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, CONSULTANT'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 by excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **<u>Non-Liability of Officials and Employees of the CITY</u>.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT 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 CONSULTANT 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.** CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The CITY makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents**. It is understood that all documents or other "Confidential Information" shared between the CITY and CONSULTANT shall not be disclosed without authorization or prior consent by the other party, subject to California's Public Records Act. For purposes of this Agreement, "Confidential Information" shall mean information, data or material deemed proprietary by CONSULTANT and which may be marked, or, if orally transmitted, designated as "Confidential" by CONSULTANT and not generally known by the public or by parties which are competitive with or otherwise in an industry, trade or business similar to CONSULTANT. Confidential Information also includes any information described above which CONSULTANT obtains from its customers or another party and which CONSULTANT treats as proprietary or designates in writing as Confidential Information, whether or not owned or developed by CONSULTANT. Unless specifically developed for the CITY under this Agreement, Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): discoveries, ideas, concepts, designs, drawings, specifications, techniques, models, data, documentation, diagrams, flow charts, consulting methods and techniques, research, development, processes, procedures, "know-how", and other information related to price lists, pricing policies and financial information.

10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT pursuant to this Agreement shall be the property of the CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

12. **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.   (Consultant)
        Schafer Consulting, Inc.
        Attention: Nancy Schafer, President
        24681 La Plaza, Suite 240
        Dana Point, CA 92612

    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

13. **CONSULTANT'S PROPOSAL.** This Agreement shall include CONSULTANT'S proposal or bid (Scope of Work) which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

14. **Licenses, Permits, and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

15. **Familiarity with Work.** By executing this Agreement, CONSULTANT 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 CONSULTANT 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 CONSULTANT's risk, until written instructions are received from CITY.

16. **Time of Essence.** Time is of the essence in the performance of this Agreement.

17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT 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 CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT 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

CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **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.

19. **Indemnification**. CONSULTANT 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 CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT. The only exception to CONSULTANT'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 CONSULTANT.

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

\ \ \ \

(Agreement Signature Block on Next Page)

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

Date: _____

ATTESTED:

_____
          City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Garden Grove City Attorney

                   "CITY"
        CITY OF GARDEN GROVE

By:_____
         City Manager

         "CONSULTANT"
      Schafer Consulting, Inc.

By: _____

Name:_____

Title:_____

Date: _____

Tax ID No. _____

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

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution to approve a 180-day wait period exemption to hire a retired annuitant. (*Action Item*)	Date:	9/11/2018

OBJECTIVE

To obtain City Council approval for a resolution exempting the 180-day wait period to hire a retired annuitant.

BACKGROUND

CalPERS requires a 180-day waiting period to hire a retired annuitant, except in the case of a Public Safety Officer. For a vacant position such as Fire Chief, CalPERS allows an exemption of the 180-day waiting period and requires a resolution by the governing body.

DISCUSSION

Fire Chief Tom Schultz has given notice to the City of his planned retirement date of September 14, 2018. The City is in a crucial time of assessing the benefits of contracting with OCFA for fire service, as well as educating and answering public safety questions for the community related to Measure O. During this time, it is essential that the City maintain leadership and continuity. Fire Chief Schultz has agreed to continue in the capacity of Interim Fire Chief as a retired annuitant.

The offer letter to Thomas Schultz for the position of Interim Fire Chief is attached. As a retired annuitant, Interim Fire Chief Schultz will receive an hourly wage equal to his current pay step, and will not receive any benefits beyond the hourly wage.

FINANCIAL IMPACT

There is no additional financial impact to the City's budget.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that provides an exemption for the required 180-day waiting period to hire a retired annuitant.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/7/2018	Resolution	9-11-18_RESOLUTION_FOR_180_day_exemption.pdf
appointment document	9/7/2018	Letter	Offer_Letter_Retired_Annuitant.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING A 180-DAY WAIT PERIOD EXCEPTION PURSUANT TO GOVERNMENT
CODE SECTIONS 7522.56 AND 21221(h)

WHEREAS, in compliance with Government Code section 7522.56 the Garden Grove City Council must provide CalPERS this certification resolution when hiring a retiree before 180 days have passed since his retirement date; and

WHEREAS, Thomas Schultz will retire from the City of Garden Grove in the position of Fire Chief, effective September 13, 2018; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is March 12, 2019 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the City of Garden Grove and Thomas Schultz certify that Thomas Schultz has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby confirms Thomas Schultz as an interim appointment retired annuitant to the vacant position of Fire Chief for the City of Garden Grove under Government Code section 21221(h), effective September 17, 2018; and

WHEREAS, the appointment under Government Code section 21221(h) requires an active, publicly posted recruitment for a permanent replacement; and

WHEREAS, the current status of this recruitment is actively open; and

WHEREAS, this section 21221(h) appointment shall only be made once and therefore will end within 12 months of date of appointment; and

WHEREAS, the entire appointment document between Thomas Schultz and the City of Garden Grove has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $18,319.00 monthly and the hourly equivalent is $105.69, and the minimum base salary for this position is $13,143.00 monthly and the hourly equivalent is $75.83; and

WHEREAS, the hourly rate paid to Thomas Schultz will be $105.69; and

WHEREAS, Thomas Schultz has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the Garden Grove City Council hereby certifies the nature of the employment of Thomas Schultz as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Interim Fire Chief for the City of Garden Grove by Sept. 17, 2018 because of the vitally needed leadership and stability for the Fire Department.

GARDEN GROVE

*Insure equity and fairness in the system
Serve our consumer department and employees
Assist applicants and candidates in joining the City family*

Steven R. Jones
Mayor

Kris Beard
Mayor Pro Tem - District 1

John R. O'Neill
Council Member - District 2

Thu-Ha Nguyen
Council Member - District 3

Patrick Phat Bui
Council Member - District 4

Stephanie Klopfenstein
Council Member - District 5

Kim Bernice Nguyen
Council Member - District 6

September 6, 2018

Thomas Schultz
On File

Dear Thomas:

Thank you for graciously accepting to serve the City as Interim Fire Chief. Your leadership will provide positive stability as the City recruits to fill the Fire Chief vacancy on a permanent basis. This letter outlines the terms of your interim appointment with the City of Garden Grove.

Your start date as Interim Fire Chief will be September 17, 2018. Your wage as the Interim Fire Chief will be Step H of Range C253 at $105.69 per hour. As a retired annuitant, you are only offered the hourly pay rate, as you are not eligible to receive any other benefit, incentive, compensation in lieu of benefits, or any other form of compensation. No retirement contributions will be collected or paid for you. Additionally, you may not work more than 960 hours in a fiscal year and this interim appointment can be made only once with the City.

Please read and sign this letter and return it to Human Resources to complete your hiring paperwork. If you should have any questions, please contact Liane Kwan in Human Resources at (714) 741-5011.

Sincerely,

SCOTT C. STILES
City Manager

I accept this job offer and all of the conditions listed above.

_____
Thomas Schultz

9/6/18
_____
Date

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation declaring September 17 through 23, 2018, as Constitution Week as requested by Mayor Pro Tem Beard. (*Action Item*)	Date:	9/11/2018

At the June 26, 2018, City Council meeting, Mayor Pro Tem Beard requested that a Proclamation recognizing Constitution Day be listed on a future agenda. Attached is a proclamation declaring September 17, through 23, 2018, as Constitution Week.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/5/2018	Backup Material	9-11-18_Constitution_Week.pdf

PROCLAMATION

DECLARING SEPTEMBER 17-23, 2018, CONSTITUTION WEEK

WHEREAS: September 17, 2018, marks the two hundred and thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention;

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week**,**

NOW, THEREFORE BE IT RESOLVED that the City of Garden Grove hereby proclaims the week of September 17 through 23, 2018 as Constitution Week and ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

September 11, 2018

Steven R. Jones, *Mayor*

Kris Beard
Mayor Pro Tem–District 1

John O'Neill
Council Member–District 2

Thu-Ha Nguyen
Council Member–District 3

Patrick Phat Bui
Council Member–District 4

Stephanie Klopfenstein
Council Member–District 5

Kim B. Nguyen
Council Member–District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Discussion on a proposed Proclamation declaring Saturday, September 15, 2018, through Monday, October 15, 2018, as National Hispanic Heritage Month as requested by Council Member Kim Nguyen. (*Action Item*)	Date:	9/11/2018

Attached is a proposed Proclamation declaring September 15, 2018 to October 15, 2018 to be Hispanic Heritage Month, as requested by Council Member Kim Nguyen.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/4/2018	Backup Material	Hispanic_Heritage_Month_PROCLAMATION.2018_(1).pdf

PROCLAMATION

Celebrating September 15, 2018 to October 15, 2018 as

National Hispanic Heritage Month

WHEREAS,   Saturday, September 15, 2018 to Monday, October 15, 2018 is recognized nationally as Hispanic Heritage Month;

WHEREAS, National Hispanic Heritage Month celebrates the Hispanic and Latino community and highlights its countless achievements;

WHEREAS, Hispanic and Latino Americans represent a significant and fast-growing demographic of Garden Grove and greatly contribute to the diversity of the City;

WHEREAS, the Latino community is one integral to our City, with business owners and residents alike who are proud to be a part of the Latino community;

WHEREAS, Latinos have made innumerable contributions to the Garden Grove community in business, law, politics, education, community service, the arts, government service and other fields and it is important the City recognize and celebrate the diverse histories and cultures of the Latino population; and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18 respectively.

NOW, THEREFORE BE IT RESOLVED that the City of Garden Grove does hereby proclaim September 15, 2018 to October 15, 2018 to be Hispanic Heritage Month.