



## AGENDA

Garden Grove City  
Council

Tuesday, April 9, 2019

6:30 PM

Community Meeting  
Center 11300 Stanford  
Avenue Garden Grove  
California 92840

**Steven R. Jones**

Mayor

**Stephanie Klopfenstein**

Mayor Pro Tem - District 5

**George S. Brietigam**

Council Member - District 1

**John R. O'Neill**

Council Member - District 2

**Thu-Ha Nguyen**

Council Member - District 3

**Patrick Phat Bui**

Council Member - District 4

**Kim B. Nguyen**

Council Member - District 6

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

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

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

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

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

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

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

**PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.**

## AGENDA

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

INVOCATION

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

### 1. PRESENTATIONS

- 1.a. Community Spotlight in recognition of Police Chief Todd Elgin on his retirement after 32 years of service to the City of Garden Grove.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

### 3. CONSENT ITEMS

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

- 3.a. Adoption of a Resolution of Commendation for Police Chief Todd Elgin on his contributions and service of 32 years to the City of Garden Grove. *(Action Item)*
- 3.b. Adoption of a Proclamation declaring April 2019 as Child Abuse Prevention Month in Garden Grove. *(Action Item)*
- 3.c. Adoption of a Proclamation declaring April 2019 as DMV/Donate Life California Month. *(Action Item)*
- 3.d. Approval of the proposed Fiscal Year 2019-20 West Orange County Water Board budget. *(Action Item)*
- 3.e. Adoption of a Resolution for projects in Fiscal Year 2019-20 funded by Senate Bill 1: The Road Repair and Accountability Act

of 2017. (*Action Item*)

- 3.f. Approval of Change Order No. 1 to the McWil Sports Surfaces, Inc. contract for added secure moisture barrier protection to the new gymnasium floor. (Cost: \$44,984) (*Action Item*)
- 3.g. Approval of a Termination Agreement with Donovan Golf Courses Management, Inc.; approval of an Agreement with Billy Casper Golf, LLC; and appropriate funds for Fiscal Year 2018-19 for implementing changes to the operation of Willowick Golf Course. (*Action Item*)
- 3.h. Adoption of a Resolution approving the Memorandum of Understanding with the Garden Grove Police Association. (*Action Item*)
- 3.i. Receive and file minutes from the meetings held on March 22, 2019, and March 26, 2019. (*Action Item*)
- 3.j. Approval of warrants. (*Action Item*)

#### 4. ITEMS FOR CONSIDERATION

- 4.a. Approval to use grant funding to develop the "Garden Grove Active Downtown Plan"; approval to appropriate grant funds in Fiscal Year 2018-19; and award a contract to KOA Corporation for a professional service agreement to develop and coordinate the "Garden Grove Active Downtown Plan." (Contract Amount: \$340,000)
- 4.b. Consideration of a contract with the Orange County Fire Authority to provide City Fire and Emergency Medical services for the City of Garden Grove. (*Action Item*)

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

- 5.a. Discussion on Orange County homeless litigation as requested by Mayor Jones. (*Action Item*)
- 5.b. Discussion on adopting a Proclamation recognizing April 2019 as Arab American Heritage Month as requested by Council Member K. Nguyen. (*Action Item*)
- 5.c. Discussion on adopting a Proclamation declaring April 2019 as Sexual Assault Awareness Month as requested by Council Member K. Nguyen. (*Action Item*)

#### 6. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, April 23, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

***Happy Birthday to Council Member Bui***





**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Ana Pulido

Dept.: City Manager Dept.: Community Services

Subject: Adoption of a Resolution of Commendation for Police Chief Todd Elgin on his contributions and service of 32 years to the City of Garden Grove. (*Action Item*) Date: 4/9/2019

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Attached is a Resolution of Commendation for Police Chief Todd Elgin recommended for adoption.

**ATTACHMENTS:**

| <b>Description</b>         | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                           |
|----------------------------|--------------------|-------------|--|
| Resolution of Commendation | 4/2/2019           | Resolution  | 4-9-19_ELGIN_RESO_OF_COMMENDATION_2019.pdf |

**Resolution**  
***Commending***  
**Police Chief Todd Elgin**

- WHEREAS, Garden Grove Police Chief Todd Elgin joined the City of Garden Grove on October 9, 1987 as a police recruit, and graduated as an honor cadet before becoming a police officer in 1988, working the streets for two years before serving several assignments, including DARE, SWAT, and as an undercover narcotics investigator; and
- WHEREAS, In 1998, Todd became a patrol sergeant, then transferred to the Gang Suppression Unit before becoming a lieutenant in 2002, supervising the East Division, SWAT team, and Special Services Division, until he was promoted to police captain in 2008; and
- WHEREAS, On January 1, 2015, Todd became Garden Grove’s 12<sup>th</sup> Chief of Police, fulfilling a childhood dream and a treasured promise to his beloved grandfather; and
- WHEREAS, Known for his genuine ability to connect with the people in his department and in the community, as chief, Todd set out to expand the department, which he achieved through the K-9 Unit, the Special Resource Team (SRT) homeless task force, and by leading the effort to pass Measure O and increase the number of sworn police officers to 179—the highest ever seen; and
- WHEREAS, On April 20, 2019, Police Chief Todd Elgin will retire from the Garden Grove Police Department, following 32 years of illustrious service to the Garden Grove community and multiple generations of Garden Grove police personnel; and
- WHEREAS, On Tuesday, April 9, 2019, the City of Garden Grove honors Chief Elgin with a Community Spotlight, in recognition of his distinguished City career, his many accomplishments, and his unmatched contributions towards the future growth and success of the Garden Grove Police Department.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend Police Chief Todd Elgin, one of the most admired and esteemed chiefs of the people, whose profound love for the Garden Grove community and the Garden Grove Police Department will be his legacy among many other celebrated achievements.

April 9, 2019

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Steven R. Jones, *Mayor*

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Stephanie Klopfenstein  
*Mayor Pro Tem–District 5*

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George S. Brietigam  
*Council Member–District 1*

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John O’Neill  
*Council Member–District 2*

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Thu-Ha Nguyen  
*Council Member–District 3*

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Patrick Phat Bui  
*Council Member–District 4*

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Kim B. Nguyen  
*Council Member–District 6*

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Ana Pulido  
Dept.: City Manager                      Dept.: Community Services  
Subject: Adoption of a Proclamation      Date: 4/9/2019  
              declaring April 2019 as Child  
              Abuse Prevention Month in  
              Garden Grove. (*Action Item*)

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Attached is a Proclamation for April 2019 as Child Abuse Prevention Month in Garden Grove recommended for adoption.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>                                 |
|--------------------|--------------------|-----------------|--|
| Proclamation       | 4/2/2019           | Backup Material | 4-9-<br>19_CHILD_ABUSE_PREVENTION_APRIL_2019.pdf |

## PROCLAMATION

### April 2019 as Child Abuse Prevention Month in Garden Grove

WHEREAS, In Garden Grove, as in any community, children are our most precious members who deserve to grow in a safe, happy, healthy, stable, and caring environment where they can experience the wonders of childhood, free of violence, neglect, and abuse; and

WHEREAS, According to the 2018 Orange County Community Indicators report, between 2008 and 2017, child abuse reporting increased by 9%, while substantiated allegations fell 46%; in 2017 alone, reports of child abuse increased by 2%, with substantiated allegations decreasing by 15%; children under 6 years old made up the largest proportion of substantiated allegations; and

WHEREAS, In observance of April as National Child Abuse Prevention Month, the Garden Grove Police Department's School Resource Officers (SROs) were recently honored for their efforts in bringing awareness and preventing child abuse and neglect in Garden Grove by the Raise Foundation, a private non-profit officially designated as Orange County's Child Abuse Prevention Council, at their 25<sup>th</sup> Annual Blue Ribbon Kick-Off Ceremony; and

WHEREAS, In addition, the City of Garden Grove actively places efforts in raising awareness and preventing child abuse through family support services and events offered by the Magnolia Park Family Resource Center and the Buena Clinton Youth and Family Center, such as the Family Fun Day at Magnolia Park on Thursday, April 25, 2019; and

WHEREAS, Other local activities observing the Blue Ribbon month include a pinwheel garden "planted" at the Garden Grove Chapman Library to raise awareness and memorialize children who died last year from abuse and neglect.

NOW THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby proclaim April 2019 as Child Abuse Prevention Month in Garden Grove, commends the Garden Grove Police Department's SROs for their remarkable services, and urges all communities to take actions to end the tragedy of child abuse in our nation.

April 9, 2019

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Steven R. Jones, *Mayor*

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Stephanie Klopfenstein  
*Mayor Pro Tem-District 5*

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George S. Brietigam  
*Council Member-District 1*

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John O'Neill  
*Council Member-District 2*

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Thu-Ha Nguyen  
*Council Member-District 3*

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Patrick Phat Bui  
*Council Member-District 4*

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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: Adoption of a Proclamation Date: 4/9/2019  
declaring April 2019 as  
DMV/Donate Life California  
Month. (*Action Item*)

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Attached is a Proclamation declaring the month of April DMV/Donate Life California month recommended for adoption.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>                              |
|--------------------|--------------------|-----------------|---|
| Proclamation       | 4/1/2019           | Backup Material | 4-9-19_Donate_Life_Month_Proclamation_(1).pdf |

## PROCLAMATION

### PROCLAIMING APRIL AS DMV/DONATE LIFE CALIFORNIA MONTH

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need, and more than 113,000 individuals nationwide, and more than 21,000 in California are currently on the national organ transplant waiting list, and on average, 20 people die each day while waiting due to the shortage of donated organs and the need for donated organs is especially urgent in Hispanic and African American communities;

WHEREAS, more than 600,000 units of blood per year are needed to meet the need in California and at any given time, 6,000 patients are in need of volunteer marrow donors;

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of more than 75 others; and a single blood donation can help three people in need;

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood and the spirit of giving and decision to donate are not restricted by age or medical condition;

WHEREAS, over fifteen million Californians have signed up with the state-authorized Donate Life California Donor Registry to ensure their wishes to be organ, eye and tissue donors are honored; and

WHEREAS, California residents can sign up with the Donate Life California Donor Registry when applying for or renewing their driver's licenses or ID cards at the California Department of Motor Vehicles.

NOW, THEREFORE, BE IT RESOLVED that in recognition of National Donate Life Month, the month of April 2019 is hereby proclaimed "**DMV/Donate Life California Month**" in the City of Garden Grove, and in doing so we encourage all Californians to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at [www.donateLIFecalifornia.org](http://www.donateLIFecalifornia.org) or [www.doneVIDAcalifornia.org](http://www.doneVIDAcalifornia.org).

April 9, 2019

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Steven R. Jones, *Mayor*

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George S. Brietigam  
*Council Member–District 1*

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John O'Neill  
*Council Member–District 2*

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Thu-Ha Nguyen  
*Council Member–District 3*

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Patrick Phat Bui  
*Council Member–District 4*

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Stephanie Klopfenstein  
*Mayor Pro Tem–District 5*

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Kim B. Nguyen  
*Council Member–District 6*

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |                   |
|----------|--|--------|-------------------|
| To:      | Scott C. Stiles  | From:  | William E. Murray |
| Dept.:   | City Manager   | Dept.: | Public Works      |
| Subject: | Approval of the proposed Fiscal Year 2019-20 West Orange County Water Board budget. ( <i>Action Item</i> ) | Date:  | 4/9/2019          |

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**OBJECTIVE**

To receive City Council approval of the West Orange County Water Board Fiscal Year 2019-20 proposed budget.

**BACKGROUND**

The West Orange County Water Board (WOCWB) is a joint powers authority created in 1967 by the cities of Garden Grove, Huntington Beach, Seal Beach, and Westminster for the purpose of maintenance and operation of water transmission lines for imported water.

**DISCUSSION**

The joint powers agreement requires that the WOCWB prepare a proposed annual budget, and that each of the contracting public agencies approve the budget before its adoption. The total WOCWB budget for Fiscal Year 2019-20 is \$649,000 for operational expenses and capital costs (see attachment).

**FINANCIAL IMPACT**

The City of Garden Grove Water Services Division share is set at 4.2 percent of the operating budget, for a total of \$5,208 and will be funded from package 601-3710 within the Public Works Department budget.

**RECOMMENDATION**

It is recommended that City Council:

- Approve the West Orange County Water Board 2019-20 proposed budget.

By: Samuel Kim, Water Services Manager

**ATTACHMENTS:**

| <b>Description</b>            | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>                        |
|-------------------------------|--------------------|-----------------|---|
| WOCWB Proposed Budget 2019-20 | 3/25/2019          | Backup Material | PROPOSED_BUDGET_ALLOCATION_2019.20.xlsx |



WEST ORANGE COUNTY WATER BOARD  
DRAFT FISCAL YEAR 2019-20 BUDGET

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION                   | FY 18-19<br>Approved | FY 19-20<br>Proposed |
|----------------|---------------------------------------|----------------------|----------------------|
|                | <b>OPERATING EXPENSES</b>             |                      |                      |
| 50885101.61200 | Electricity                           | \$4,500              | \$4,500              |
| 50885101.64620 | Contracts for Repairs and Maintenance | \$60,000             | \$50,000             |
|                | PLC Design for SCADA                  |                      | \$25,000             |
|                | Vault (2) Refurbishment               |                      | \$20,000             |
| 50885101.69345 | Auditing                              | \$5,000              | \$5,500              |
| 50885101.69375 | Attorney Fees                         | \$5,000              | \$2,500              |
| 50885101.69365 | Other Contract Services               | \$2,000              | \$2,000              |
| 50885101.73010 | General/Liability Insurance           | \$9,500              | \$9,500              |
| 50885101.75400 | Board Stipend Expense                 | \$2,500              | \$2,500              |
| 50885101.79100 | Contingency                           | \$2,500              | \$2,500              |
|                | <b>OPERATING EXPENSES</b>             | <b>\$91,000</b>      | <b>\$124,000</b>     |
|                | <b>NON OPERATING EXPENDITURES</b>     |                      |                      |
| 50885102.88010 | Debt Service*                         | \$2,069,278          | \$525,000            |
|                | <b>TOTAL</b>                          | <b>\$2,160,278</b>   | <b>\$649,000</b>     |

\*Cities of Huntington Beach and Seal Beach

**PROPOSED FISCAL YEAR 2019-20 BUDGET  
ALLOCATION OF COSTS BY AGENCY**

**Operating Budget**

| ACCOUNT NUMBER | AGENCY           | OWNERSHIP<br>PERCENTAGE | PROPOSED FY<br>18/19 COST |
|----------------|------------------|-------------------------|---------------------------|
| 50800508.46610 | Huntington Beach | 56.1                    | \$69,564                  |
| 50800508.46620 | Garden Grove     | 4.2                     | \$5,208                   |
| 50800508.46630 | Seal Beach       | 14.3                    | \$17,732                  |
| 50800508.46640 | Westminster      | 25.4                    | \$31,496                  |
|                |                  |                         |                           |
|                | <b>Totals</b>    | <b>100.0</b>            | <b>\$124,000</b>          |

**Third Year OC-35 Relocation Project Loan Payment**

|                |                  |              |                  |
|----------------|------------------|--------------|------------------|
| 50800508.46610 | Huntington Beach | 56.1         | \$418,373        |
| 50800508.46620 | Garden Grove*    | 4.2          | \$0              |
| 50800508.46630 | Seal Beach       | 14.3         | \$106,628        |
| 50800508.46640 | Westminster      | 25.4         |                  |
|                |                  |              |                  |
|                | <b>Totals</b>    |              |                  |
|                |                  | <b>100.0</b> | <b>\$525,000</b> |

\*Garden Grove and Westminster have paid off their portions of the loan

**Total Proposed Budget**

|                |                     |      |                  |
|----------------|---------------------|------|------------------|
| 50800508.46610 | Huntington Beach    | 56.1 | \$487,937        |
| 50800508.46620 | Garden Grove*       | 4.2  | \$5,208          |
| 50800508.46630 | Seal Beach          | 14.3 | \$124,360        |
| 50800508.46640 | Westminster         | 25.4 | \$31,496         |
|                |                     |      |                  |
|                | <b>Total Budget</b> |      | <b>\$649,000</b> |

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|                       |                  |
|-----------------------|------------------|
| Total Proposed Budget | <b>\$649,000</b> |
|-----------------------|------------------|

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**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: William E. Murray

Dept.: City Manager Dept.: Public Works

Subject: Adoption of a Resolution for projects in Fiscal Year 2019-20 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017. (Action Item) Date: 4/9/2019

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**OBJECTIVE**

For City Council to adopt a Resolution approving Fiscal Year 2019-20 Project List, funded by new gas tax revenue from Senate Bill 1 (SB1) : The Road Repair and Accountability Act of 2017.

**BACKGROUND**

In April 2017, Governor Brown signed into law Senate Bill 1, which increased the vehicle fuel tax by \$0.12 and the diesel excise tax by \$0.20 per gallon. SB1 also implemented a new transportation vehicle fee based on vehicle value and an annual vehicle registration fee for zero-emission vehicles.

**DISCUSSION**

For a City to be eligible for SB1 apportionments, the California Transportation Commission, the lead administrative agency tasked with oversight of SB1, requires cities to formally submit annual Project Lists for administrative review and adoption. For Fiscal Year 2019-20, the City is anticipating receiving approximately \$2.6 million in SB1 revenues for transportation projects.

Project Lists are capital improvement lists detailing SB1 fund expenditures, including project name, scope, schedule and other construction data. As per the attached Resolution, SB1 funds would be used for constructing the Cannery-Imperial Storm Drain line, from Garden Grove Boulevard to Gilbert Street. The estimated useful life for this asset is approximately 50 years. Construction is expected to start in August 2019 with completion in January 2020. This project will also be reflected in the City's FY 2019-20 Capital Improvement Plan.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The City is projecting to receive \$2.6 million in new Gas Tax revenue (Fund 062) for Fiscal Year 2019-20.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt the attached Resolution approving the Fiscal Year 2019-20 List of Projects, funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.

By: Ana V. Neal, Sr. Administrative Analyst

**ATTACHMENTS:**

| <b>Description</b>                  | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                         |
|-------------------------------------|--------------------|-------------|--|
| FY19-20 SB1 Project List Resolution | 3/26/2019          | Resolution  | SB1_Project_List_Resolution_3-26-19.docx |

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-20 FUNDED BY SB 1: THE  
ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Garden Grove are aware of the projects proposed for funding in the community and which projects have been completed each fiscal year;

WHEREAS, the City of Garden Grove must adopt a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

WHEREAS, the City of Garden Grove, will receive an estimated \$2,600,000 in RMRA funding in Fiscal Year 2019-20 from SB 1;

WHEREAS, this is the third year which the City of Garden Grove is receiving SB 1 funding and will enable the City of Garden Grove to continue essential road maintenance and rehabilitation projects, safety improvements, critical drainage projects, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1;

WHEREAS, the City of Garden Grove uses a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment;

WHEREAS, the funding from SB 1 will help the City of Garden Grove construct critical drainage projects as well as maintain and rehabilitate streets/roads throughout the City of Garden Grove this year and several similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in good condition and this revenue will help the City of Garden Grove maintain and increase the overall quality of the road system and over the next decade will bring the streets and roads into improved conditions.

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Garden Grove as follows:

1. The foregoing recitals are true and correct.
2. The following proposed project will be funded in part or solely with Fiscal Year 2019-20 Road Maintenance and Rehabilitation Account revenues:

**Project Name: Cannery-Imperial Storm Drain, from Garden Grove Blvd. to Gilbert St.**

Description: Construction of a storm drain from Garden Grove Blvd. and Cannery to Imperial and Gilbert

Location: From Garden Grove Blvd. and Cannery St. to Imperial Ave. and Gilbert St.

Estimated Useful Life: 50 years

Anticipated Start Date: August 2019

Anticipated End Date: January 2020

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |                    |
|----------|---|--------|--------------------|
| To:      | Scott C. Stiles   | From:  | John Montanez      |
| Dept.:   | City Manager  | Dept.: | Community Services |
| Subject: | Approval of Change Order No. 1 to the McWil Sports Surfaces, Inc. contract for added secure moisture barrier protection to the new gymnasium floor. (Cost: \$44,984) ( <i>Action Item</i> ) |        |                    |
|          |   | Date:  | 4/9/2019           |

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**OBJECTIVE**

To request that the City Council approve Change Order No. 1, for the amount of \$44,984, to the McWil Sports Surfaces, Inc. contract for the application of a 2-layered epoxy coating to the concrete slab flooring, to secure moisture intrusion at the Garden Grove Sports and Recreation Center.

**BACKGROUND**

On February 26, 2019, City Council approved a contract with McWil Sports Surfaces, Inc. (Contractor), for the replacement of the gymnasium floor at the Garden Grove Sports and Recreation Center. The original composite gymnasium floor had warped due to moisture intrusion from the concrete slab flooring underneath.

**DISCUSSION**

During the removal of the existing floor, the Contractor discovered that the level of moisture content under the floor was higher than anticipated because of cracking in the concrete slab flooring. The Contractor is willing to increase the thickness of the moisture barrier sheeting that was called out for the project. However, to further secure protection of the new gymnasium floor from any moisture intrusion, the Contractor highly recommends adding a 2-layered epoxy coating to the concrete slab flooring. Given the inability to foresee the true nature of the moisture intrusion without removing the existing floor, this was an unexpected project expense. In accordance with Garden Grove Municipal Code 2.52.030, change orders over 10% of the contract amount must be approved by City Council.

## FINANCIAL IMPACT

This request will not impact the City's General Fund. The change order total amount of \$44,984 is available within the project budget, that is funded by the Park Fee fund. The change order will bring the project cost to \$233,034. The total amount of funding approved for this project is \$250,000.

## RECOMMENDATION

It is recommended that the City Council:

- Approve Change Order No. 1, for the amount of \$44,984, for the application of a 2-layered epoxy coating to the concrete slab flooring; and
- Authorize the City Manager, or his designee, to sign and execute Change Order No. 1 on behalf of the City, including making minor modifications as appropriate and necessary.

## **ATTACHMENTS:**

| <b>Description</b>        | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>                 |
|---------------------------|--------------------|-----------------|----------------------------------|
| McWil - Change Order No.1 | 4/4/2019           | Backup Material | McWill_-<br>_change_order_#1.pdf |



## Change Order Request



C.O.R. # 239-1-0001

G.C. #

Date: 4/2/2019

**Project Name:** Garden Grove - Gym Floor Replacement Project

**Project #:** 7658

**To:** City Of Garden Grove  
**Attn:** Navin Maru  
11222 Acacia Parkway  
Garden Grove, CA 92842

**From:** McWil Sports Surfaces, Inc.  
Grant Patterson  
135 W. 155 St.  
Gardena, CA 90248

**Phone:** (714) 741-5000 **Fax:**

**Phone:** (424) 233-1818 **Fax:** (424) 233-1819

We hereby propose to make the following changes:

Slab moisture sealer

We will diamond grind the slab to remove contamination on slab, shot blast to open up concrete pores and seal with Mapei moisture seal system.

**Change Order Price** \$44,984.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Grant Patterson 4/2/2019

Author Date Sent

☐ Accepted The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |  |        |               |
|----------|--|--------|---------------|
| To:      | Scott C. Stiles  | From:  | Omar Sandoval |
| Dept.:   | City Manager   | Dept.: | City Attorney |
| Subject: | Approval of a Termination Agreement with Donovan Golf Courses Management, Inc.; approval of an Agreement with Billy Casper Golf, LLC; and appropriate funds for Fiscal Year 2018-19 for implementing changes to the operation of Willowick Golf Course. ( <i>Action Item</i> ) |        |               |
|          |  | Date:  | 4/8/2019      |

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**OBJECTIVE**

To request approval by the City Council authorizing the City Manager to execute agreements terminating the current operations contract with Donovan Golf Courses Management, Inc., and entering into a new management agreement with Billy Casper Golf, LLC, for the operation of the Willowick Golf Course.

**BACKGROUND**

Since 2001, Donovan Golf Course Management, Inc. (Donovan), has been operating the Willowick Golf Course under an operations agreement wherein Donovan has full control, assuming all rights and liabilities, pertaining to the operations of the golf course and its amenities. The contract includes a lease of the single family structure on the property, which Donovan uses for storage. The Donovan agreement generally requires Donovan to pay the City twenty three percent (23%) of green, cart, and range fees, eight percent (8%) of gross revenue from club repair, hand carts and pro shop sales, and five percent (5%) of other revenue, with some adjustments related to the construction of the clubhouse and other capital improvements. Payment to the City is due after a reconciliation is performed at the end of each annual contract term. Over the years, the Donovan contract permitted Donovan and the City to enjoy healthy net revenues, but these have declined over time due to reduced interest in the game of golf and increased costs in golf course operations. Because the payments to the City are based on gross revenue rather than net revenue, Donovan has fallen behind in remitting required payments to the City for the last two years, and has sought to renegotiate the payment terms.

Rather than engage in protracted legal proceedings over the overdue payments owed the City, Donovan and the City have agreed to amicably terminate the contract and part ways effective May 15, 2019. The termination agreement simply moves to May 15, 2019, the termination date of the contract and related lease, with a reconciliation of amounts due for the current contract term to be completed within 90 days of the termination date. Payment will also be due at that time, along with the amounts due for past terms.

Concurrent with the negotiations with Donovan, City staff sought the assistance of golf course operators with experience in managing municipal golf courses, and Billy Casper Golf (BCG) stepped up to offer their expertise and services to take over operations of the golf course on short notice.

### DISCUSSION

City staff has successfully negotiated a Golf Course Management Agreement with BCG, through which BCG will manage the golf course on behalf of the City. BCG will charge the City a \$7,500 monthly base management fee for which BCG will be responsible for all aspects of the operations of the golf course and its amenities. Under this new agreement, the City will be responsible for operating expenses and will realize revenue only to the extent that gross revenues exceed operating expenses. Under this Agreement, BCG will receive an incentive management payment of ten percent (10%) of positive net operating income if it exceeds \$250,000 at the end of each fiscal year, capped at no more than 35 percent (35%) of the base management fee. Furthermore, the Agreement provides that the City may terminate the Agreement if net operating income does not equal or exceed \$200,000 for two consecutive fiscal years.

The BCG Agreement will have a term of five years, with the option to extend it for two successive periods of three years. The City may unilaterally terminate the Agreement for convenience after the first six months upon 60 days notice. However, termination during the first five years of the Agreement will be subject to a termination fee of 25 percent of the management fees paid in the last full fiscal year for the remaining term of the Agreement at the time of termination.

The BCG Agreement requires the City to keep a bank account with minimum funding in the amount of \$30,000 to pay for operating expenses. BCG will deposit gross revenues received from the services, food, and merchandise sold at the golf course in this account. Thus, the City will be required to make an initial deposit into this bank account and may not need to make additional deposits unless expenses exceed revenue on an ongoing basis. Because there will be a need to make some capital expenditures, such as irrigation and clubhouse upgrades, and possible acquisition of course and range equipment, a deposit of at least \$375,000 is recommended to enable a seamless and successful BCG transition into the operation of the golf course.

### FINANCIAL IMPACT

The BCG Agreement will cost the City a minimum of \$90,000 annually, which is

expected to be offset by golf course revenues. BCG estimates that golf course operations will generate net income to the City, although an exact estimate cannot be determined until a few months after they take over operations of the golf course.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager to execute the Donovan Golf Courses Management, Inc., Termination Agreement, and authorize minor revisions as necessary;
- Authorize the City Manager to execute the Billy Casper Golf, LLC, Management Agreement, and authorize minor revisions as necessary; and
- Appropriate \$375,000.00 from the Golf Course Fund (Fund 117) for Willowick Golf Course operating and necessary capital expenses for Fiscal Year 2018-19.

#### ATTACHMENTS:

| Description                   | Upload Date | Type            | File Name   |
|-------------------------------|-------------|-----------------|---|
| Donovan Termination Agreement | 4/4/2019    | Backup Material | GG-Donovan-Willowick_Operations_Termination_Agreement-Final.pdf                       |
| 2001 Donovan Agreement        | 4/4/2019    | Backup Material | 2001_Willowick-Donovan_Operations_Agreement.pdf                                       |
| 2019 BCG Management Agreement | 4/4/2019    | Backup Material | 2019_Willowick_-_BCG_Management_Agreement_-_Final_Clean_-_4-4-2019_-_BCG_Executed.pdf |

TERMINATION AGREEMENT  
FOR THE AGREEMENT FOR OPERATION AND MAINTENANCE OF WILLOWICK  
GOLF COURSE AND LEASE  
(Donovan Golf Courses Management, Inc.)

THIS TERMINATION AGREEMENT ("Termination Agreement") is made as of April 9, 2019, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter designated as "City" and DONOVAN GOLF COURSES MANAGEMENT, INC., a California corporation, hereinafter designated as "Operator."

**RECITALS**

- A. City is the owner of the Willowick Golf Course property located at 3017 West Fifth Street in the City of Santa Ana. The property includes a four-bedroom residential structure located at 3001 W. Fifth Street, subject to that certain Lease on even date with the Agreement and incorporated as Exhibit "E" of the Agreement (together, the property and residential structure are referred to herein as the "Premises").
- B. City and Operator entered into that Agreement for Operation and Maintenance of Willowick Golf Course dated April 24, 2001 (the "Agreement") wherein Operator agreed to maintain, operate, and share in the income of the golf course operations on the Premises, in addition to pay rent under the Lease of the residential structure.
- C. City and Operator have now agreed to terminate the Agreement and Lease in accordance with the terms of this Termination Agreement.

Accordingly, in consideration of the mutual covenants and promises of the parties set forth in this Termination Agreement, City and Operator agree as follows:

**AGREEMENT**

- 1. Termination. The Agreement and Lease shall be terminated effective May 15, 2019 (the "Termination Date") as if that were the originally scheduled expiration date of the Agreement and Lease. Operator shall continue to be obligated under the Insurance and Indemnity clauses (Sections 30 and 14) and for all rent and other amounts owing under the Agreement (Sections 6 and 13) and Lease up to the Termination Date. Except as otherwise provided in this Termination Agreement, from and after the Termination Date neither City nor Operator shall have any further rights or obligations pursuant to the Agreement and Lease, and City and Operator shall each be fully and unconditionally released and discharged from their respective obligations arising with respect to the Agreement and Lease. City and Operator also release and discharge each other from any claims or causes of action related to or arising out of the Agreement and Lease, or the Premises. The foregoing shall not, however, prevent either party from enforcing its rights under this Termination Agreement.

In connection with the foregoing releases, City and Operator each waive and relinquish every right and benefit it has or may have with respect to those releases under the provisions of Section 1542 of the California Civil Code, which provides as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

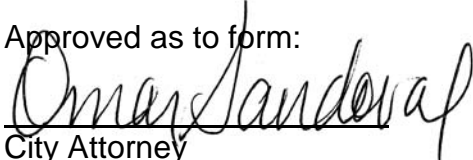
City and Operator each acknowledge it is familiar with every right or benefit it has or may have under the foregoing statute and understands the effect of the foregoing waiver and relinquishment.

2. Surrender of Premises. Operator agrees to surrender the Premises to City, and vacate the Premises, on the Termination Date; and City agrees to accept Operator's surrender of the Agreement, Lease, and of the Premises. Operator shall return the Premises in broom clean condition, with no further restoration required.
3. Settlement and Payment of Amounts Due. Within 90 days of the Termination Date, the parties shall complete the reconciliation of all amounts due under the Agreement and Lease through the Termination Date and Operator shall remit payment to City of the amounts due after applying any credits for amounts paid by Operator to City through the Termination Date. It is agreed that in addition to the amounts owed for the accounting period commencing April 1, 2018, through the Termination Date, the Operator owes the City the following amounts for the prior accounting periods, which amounts shall be included in the reconciliation of the final amounts due to the City:

|  |               |
|--|---------------|
| City's overpayment of debt services contribution (2016-17)                       | \$ 5,508.00   |
| Underpayments by Operator for City's share of income for the year ending 3/31/17 | \$ 98,334.00  |
| Underpayments by Operator for City's share of income for the year ending 3/31/18 | \$ 296,877.00 |
| Non-Reimbursed Property Tax for FY 17-18 through 3/31/18                         | \$ 36,692.40  |
| Total owed for prior accounting periods  | \$ 437,411.40 |

4. Costs and Expenses. Each party shall be responsible for paying its own costs and expenses (including attorneys' fees) with respect to the negotiation and preparation of this Termination Agreement.
5. Entire Agreement. There are no oral or side agreements between City and Operator affecting this Termination Agreement and this Termination Agreement contains the entire agreement of the parties with respect to the subject matter herein contained. This Termination Agreement may not be modified or amended except by a writing executed by City and Operator. In the event of any conflict between the terms of the Agreement and Lease and the terms of this Termination Agreement, the terms of this Termination Agreement shall prevail. This Termination Agreement may be executed in counterparts, all of which shall constitute one and the same agreement and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
6. Binding Effect. This Termination Agreement shall be binding on and inure to the benefit of the parties to this Termination Agreement and their heirs, personal representatives, successors, and assigns.

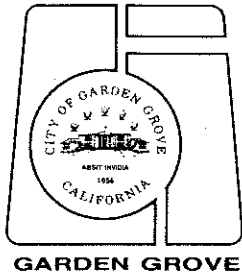
DATED as of the day and year first above written.

|   |  |
|---|--|
| <p>CITY<br/>City of Garden Grove<br/>a municipal corporation</p><br><br><p>_____<br/>Scott C. Stiles<br/>City Manager</p><br><p>Attest:</p><br><p>_____<br/>City Clerk</p><br><p>Approved as to form:<br/> <br/> City Attorney</p> | <p>OPERATOR<br/>Donovan Golf Courses Management, Inc.<br/>A California corporation</p><br><br><p>_____<br/>By: _____<br/>Its: _____</p><br><br><p>_____<br/>By: _____<br/>Its: _____</p> |
|---|--|

## AGREEMENT BIBLIOGRAPHY

|                       |  |
|-----------------------|--|
| Agreement With:       | Donovan Golf Courses Management, Inc.              |
| Agreement Type:       | Operation and maintenance of Willowick Golf Course |
| Date Approved:        | 04 24 2001   |
| Start Date:           | 04 24 2001   |
| End Date:             | 12 31 2020   |
| Contract Amount:      | \$2,460,000  |
| Comments:             | Public Works                                       |
| Insurance Expiration: | 07 01 2006   |
| Date Archived:        |  |





# CITY OF GARDEN GROVE

55  
241 73.13  
Bruce A. Broadwater  
*Mayor*  
Mark Rosen  
*Mayor Pro Tem*  
William J. Dalton  
*Councilman*  
Mark Leyes  
*Councilman*  
Van T. Tran  
*Councilman*

August 7, 2001

(714) 741-5040

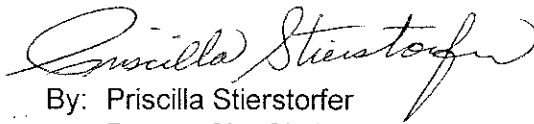
Donovan Golf Courses Management, Inc.  
c/o Mike Donovan  
3017 West Fifth Street  
Santa Ana, CA 92703

Enclosed for your file is a copy of the Agreement by and between the City of Garden Grove and Donovan Golf Courses Management, Inc. for the operation and maintenance of Willowick Golf Course.

The Agreement was approved by the City Council on April 24, 2001.

Sincerely,

Ruth E. Smith  
City Clerk

  
By: Priscilla Stierstorfer  
Deputy City Clerk

Enclosure

c: Controller  
Public Works

AGREEMENT FOR OPERATION AND MAINTENANCE  
OF WILLOWICK GOLF COURSE  
(Donovan Golf Courses Management, Inc. - Willowick Golf Course)

THIS AGREEMENT is made and entered into this 24th day of April, 2001, by and between the CITY OF GARDEN GROVE, a Municipal corporation, hereinafter designated as "CITY," and DONOVAN GOLF COURSES MANAGEMENT, INC., a California corporation, hereinafter designated as "OPERATOR."

RECITALS

1. CITY is the owner of the Garden Grove Willowick Recreational Facility, Inc., located at 3017 West Fifth Street in the City of Santa Ana, more particularly delineated on plot map in Exhibit A, attached hereto and made a part hereof (the "Premises").

2. CITY desires to retain a professional firm as an independent contractor for the purpose of operating Willowick Golf Course (the "Course"), in accordance with the terms and limitations provided herein.

3. OPERATOR is fully qualified by past experience and present ability to provide the service required herein.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

4. COURSE PREMISES:

The Premises are fully set forth in Exhibit A. It is understood and agreed by and between the parties hereto that this agreement shall be for the operation and maintenance of all grounds and facilities of the course, including without limitation, the clubhouse building, bar, restaurant, banquet facilities, pro-shop, mid-course restrooms, office space, and beverage cart, as well as operation and maintenance of the electric carts, pull carts, maintenance shop, and course maintenance equipment.

5. TERM:

This Agreement shall be legally effective from date of execution through December 31, 2020. The CITY may, at its sole discretion, grant an option for an additional five (5) year extension. OPERATOR shall submit to CITY a written request to exercise the option one (1) year in advance of the termination date.

6. OPERATOR'S OBLIGATIONS:

OPERATOR shall have the following responsibilities:

(a) Operation and Maintenance. Conduct the business of a golf course including operation and maintenance of same. The operation shall include ticket sales and reservations for play; starter and course play monitoring services, operation of a pro-shop for retail sales of golfing supplies; rental and maintenance of electric and pull golf carts; providing sufficient professional staff to serve the public; full maintenance operations of the course grounds and facilities; full maintenance and operation of food, beverage, and banquet facilities and services; and other services normally provided by golf course operators.

(b) Promotion of Play. Promote play on the 18-hole golf course by the general public as well as industry and organizations; arrange and provide tournaments with banquets and such other activities as are normally inherent in a public golf course/restaurant facility.

(c) Percentage Distribution of Revenue Receipts to CITY. OPERATOR is financially responsible for paying to City a portion of revenue from the operation of the course and premises in accordance with the Payment Schedule, attached as Exhibit B, and incorporated herein by reference.

More specifically, OPERATOR shall pay to CITY twenty three (23%) percent of the green fees, cart fees and range fees, 8% of gross revenue from Club Repair, Hand Carts, and Pro Shop Sales, and 5% of the gross receipts of every kind and nature, excluding sales tax receipts, from the sale of food, beverages, or related services. OPERATOR may pay to CITY, a minimum payment of \$240,000 per year, in equal monthly installments, with the balance of operational revenue due at the end of twelve months.

At the end of twelve (12) months, CITY and OPERATOR shall recompute operational revenue to determine balance due the CITY.

(d) Financing and Construction of Clubhouse, Restrooms and Related Improvements. OPERATOR shall construct, on behalf of the CITY, a new clubhouse/restaurant, along with improvements to the parking lot and adjacent landscape areas. OPERATOR shall also replace the restrooms near the 15th green. A detail of the improvements are more fully described in the attached Exhibit C ("Scope of Development"). OPERATOR agrees to commence construction of the new Clubhouse/restaurant, restrooms, and parking lot, improvements by ~~July 1, 2001~~ <sup>Sept. 1, 2001</sup> (WBD). Completion of the Clubhouse/restaurant shall occur no later than ~~June 30, 2002~~ <sup>Sept. 30, 2002</sup> (WBD). OPERATOR shall administer the design and construction of the Clubhouse/Restaurant and related improvements, obtain financing to fund the construction of the improvements, and pay the debt service.

In recognition of this, the CITY shall contribute 21.5% of its 23% share of any increase in gross receipts generated by future increase(s) in green fees, commencing with the effective date of this agreement. The current green fees are described in Exhibit "D", attached and incorporated herein by reference. Commencing with the effective date of this agreement, any increase in one or all of the categories will constitute an increase in gross revenues from green fees. The CITY's share of such increase shall be identified as the CITY's contribution to debt service. The CITY contribution toward debt service shall continue until the debt for the

construction of the Clubhouse/Restaurant has been fully retired. For illustrative purposes the following provides an example on how an increase in green fees for one or all of the categories would be applied to the CITY's contribution towards debt service.

| Types of Play     | Current Fees | Increase Fees | Difference | # of Rounds | Increase Revenue | CITY's Contributed 21.5% |
|-------------------|--------------|---------------|------------|-------------|------------------|--------------------------|
| 18 Hole WD        | \$20         | \$21          | \$1        | 20,000      | \$20,000         | \$4,300                  |
| 18 Hole WE        | \$30         | \$31.50       | \$1.50     | 30,000      | \$45,000         | \$9,675                  |
| 9 Hole WD         | \$14         | \$15          | \$1        | 10,000      | \$10,000         | \$2,150                  |
| 9 Hole WE         | \$20         | \$21.50       | \$1.50     | 12,000      | \$18,000         | \$3,870                  |
| Early 9 WD        | \$10         | \$10.50       | \$ .50     | 5,000       | \$2,500          | \$538                    |
| Early 9 WE        | \$17         | \$18          | \$1        | 10,000      | \$10,000         | \$2,150                  |
| Twilight WD       | \$14         | \$15          | \$1        | 6,000       | \$6,000          | \$1,290                  |
| Twilight WE       | \$20         | \$21.50       | \$1.50     | 5,000       | \$7,500          | \$1,612                  |
| Super Twilight WD | \$7          | \$7           | 0          | 3,000       | 0                | 0                        |
| Super Twilight WE | \$10         | \$10.50       | \$ .50     | 4,000       | \$2,000          | \$430                    |
| Totals            |              |               |            | 105,000     | \$121,000        | \$26,015                 |

In this example, the increase in gross revenue from the increase in green fees would be \$121,000. The CITY's 21.5% share of the increase would be \$26,015. Therefore, the CITY's contribution in this year towards debt service would be \$26,015. In any year where the CITY's share of the increase in green fees exceeds the annual debt service payment, the CITY shall retain the surplus amount in that year.

(e) Payment for Lease of House. OPERATOR shall pay to CITY, per year, in monthly installments, rent for the lease of the 1,414 sq. ft. residential structure located at 3001 W. Fifth Street, in accordance with the terms and conditions of the Lease between the CITY and OPERATOR, provided in Exhibit E.

(f) Taxes. OPERATOR shall pay any and all property taxes assessed by the County Assessor's Office. OPERATOR shall promptly pay to CITY the amount of taxes assessed by County upon CITY's receipt of the subject tax bill.

(g) Capital Improvements. At the beginning of each fiscal year OPERATOR will review with the City Manager or his designee the proposed capital improvements and the estimated associated costs. The City Manager or his designee and the OPERATOR will mutually agree and approve the project list for implementation during the current fiscal year.

(h) Tournaments. OPERATOR shall provide the golf course, for a weekday golf tournament, for the purpose of raising money to support a non-profit, charitable or community based organization designated by CITY.

## 7. EQUIPMENT AND FURNISHINGS:

OPERATOR agrees to exercise diligent care in the custody of all buildings, equipment, furnishings and materials and property of the CITY placed in its hands in connection with this agreement, and to set up such rules and regulations as are necessary for the personnel under the OPERATOR's direction to insure a minimum of wear, tear, breakage and depreciation for all equipment, furnishings and materials and property of CITY. Any additional equipment or replacement equipment deemed necessary shall be at the sole expense of the OPERATOR.

## 8. MAINTENANCE:

(a) It shall be the obligation of OPERATOR to maintain all grounds, including landscaping, lighting, parking lot, driveways and walkways. Maintenance of fences, all buildings and all equipment, furnishings and fixtures provided by CITY to OPERATOR as part of this agreement shall be the responsibility of OPERATOR.

(b) Maintenance as defined in this agreement shall mean to keep in good working condition by reasonable means, all fixtures, furnishings, and equipment provided to OPERATOR by CITY under this agreement, in order to preserve it in an efficient, usable, working order for the purpose that it is intended to be and for its normal usable life expectancy. Such maintenance shall include, but not necessarily be limited to, periodic servicing, repairs, replacement of parts after breakdown, and such other functions as are necessary to preserve and conserve said furnishings, fixtures and equipment.

(c) Maintenance as defined herein shall also include the replacement of worn-out, unrepairable, or obsolete furnishings, fixtures, or equipment. It shall not include major repairs to buildings due to partial or total destruction of the premises herein.

(d) At a minimum, the course and all such improvements shall be maintained in accordance with Exhibit F (Willowick Golf Course Maintenance Program), attached hereto. It shall be OPERATOR's responsibility to take all steps necessary or appropriate to maintain such standards of condition and repair. OPERATOR shall designate in writing to CITY an on-site representative who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order.

(e) OPERATOR shall keep the aforementioned premises clean and sanitary at all times. In the event OPERATOR fails to keep and perform the preceding, CITY shall have the right to enter onto the premises and perform said work required by this contract and charge OPERATOR for the cost to perform said work. Cost to perform work shall be the cost of direct labor and materials required, plus an overhead cost of thirty percent (30%) of direct cost. OPERATOR shall furnish all equipment and materials necessary to keep premises clean and sanitary at all times, including trash receptacles of a type and number approved by CITY for use by the public.

9. ADVERTISING AND PROMOTION:

OPERATOR agrees to conduct an advertising and promotion program, at its sole expense, in connection with the conduct of business as set forth in this agreement. Advertising shall include the continuance of Telephone Directory advertisements now under obligation to the Willowick Golf Course as well as in media as determined by OPERATOR to be that which best designed to attract business to the premises.

It is understood and agreed that the CITY may find it desirable to promote the 18-hole public golf course from time to time and that where possible, the advertising programs of CITY and OPERATOR will be jointly financed and jointly conducted. This kind, type, quantity and cost of said joint advertising shall be by mutual agreement of the parties hereto.

10. BUDGET:

For purposes of guidance of CITY, its Council and staff, OPERATOR shall, prior to thirty (30) days before close of each of OPERATOR's fiscal year, prepare and submit to CITY, a detailed budget for the forthcoming fiscal year, showing the number of employees proposed by OPERATOR, cost of operation contract and wages of employees, compensation of all persons connected with the operation of the facility, and a detailed list of all other operating costs and the proposed cost of all pro-shop inventory. The budget shall include OPERATOR's proposed schedule of salary increases to be paid during the budget year and employee incentive programs, if any.

It is understood and agreed by and between the parties hereto that said proposed budget is provided to CITY for informational purposes only and that OPERATOR shall have complete freedom to operate said premises as entrepreneur without budget restrictions.

11. QUALITY OF SERVICE:

OPERATOR shall stock and display a reasonable supply of golf equipment, supplies and apparel which shall be offered for sale to the public, and particularly to the patrons of the golf course, at prices reasonable and comparable with the prices charged for equipment, supplies, and apparel at other golf courses in the County. All merchandise display areas on the exterior of the shop shall be subject to prior approval of the CITY.

Restaurant shall be operated during all hours necessary to provide service compatible with the hours of golf course operations. In addition to remaining open daily, nothing herein shall require OPERATOR to keep the restaurant open in violation of any law or contrary to the requirements of any public emergency situation.

The premises shall be kept open to all persons regardless of sex, race, color, creed or national origin. The OPERATOR shall promote and stage golf tournaments and shall endeavor to promote golf as a sport among patrons of the golf course.

OPERATOR, as authorized by law, shall not permit any intoxicated person or persons to remain upon the premises or to allow profane, indecent language, or improper, boisterous or loud conduct to take place in or about the premises. Upon notice from CITY, OPERATOR shall correct such problems.

## 12. ASSIGNMENT, TRANSFER, AND LIENS:

(a) OPERATOR shall not assign, or in any manner hypothecate, this Agreement, or assign any specific right to any third party to utilize the Course Premises for any use other than herein specified, without the written consent of CITY, nor shall OPERATOR transfer, assign, or in any manner convey, any of the rights or privileges herein granted without the said written consent of CITY, or as otherwise provided herein. It is further provided that neither said contract nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings and insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings; and in the event of the insolvency or bankruptcy, either voluntary or involuntary by OPERATOR, CITY may at its option, terminate and cancel said agreement, in which event all rights of OPERATOR thereunder shall immediately cease and terminate and it or its representatives shall immediately deliver up possession to CITY. OPERATOR shall remain responsible to CITY for all obligations to CITY for periods prior to termination.

The majority ownership of shares of OPERATOR's corporation shall not be transferred without prior written consent of CITY, except that, said majority interest, or any interest, in the shares of OPERATOR corporation may be transferred to a related party without such consent of CITY. In the event the transfer does take place other than as provided herein without obtaining the consent of CITY, CITY reserves the right to terminate this agreement without further compensation due or payable to William J. Donovan, his successors, or assignments in interest of DONOVAN GOLF COURSE MANAGEMENT, INC., or any other party.

"Related party" is defined to only include a spouse, son or daughter of William J. Donovan, President of Donovan Golf Course Management, Inc., a California corporation.

(b) OPERATOR shall hold CITY, its elected and appointed officials harmless from any and all construction liens which might be filed by contractors or sub-contractors against OPERATOR.

## 13. BOOKKEEPING AND AUDITING:

OPERATOR shall be required to maintain a method of accounting of all the receipts and disbursements in connection with the Operation which shall correctly and accurately reflect the gross receipts from the Operation. The method of accounting, including bank accounts established for the Operation, shall be separate from the accounting system used for any other business operated by OPERATOR or for recording OPERATOR's personal financial affairs.

Such accounting method shall include the keeping of the following documents:

- (a) Regular double-entry books of accounting, such as general ledgers.
- (b) Journals including any supporting and underlying documents such as vouchers, checks, tickets, banks statements, etc.
- (c) State and Federal Income tax returns; and sales tax returns and checks and other documents proving payment sums shows.
- (d) OPERATOR further agrees that CITY shall have the right to stipulate in writing any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

OPERATOR's documents, books, and gross related to the Operation shall be open for inspection and reinspection at any reasonable time and for a reasonable period during the term of this agreement. Failure to keep any records required to be maintained per paragraphs (a), (b) and (c) immediately above, or failure to allow full inspection or reinspection of such records shall be considered a default of this Agreement, entitling CITY to remedies described elsewhere in this agreement.

In addition to the right of inspection, CITY shall have the right from time to time, to conduct an audit and reaudit of the books and business conducted by OPERATOR and to observe operation of the business by OPERATOR, so that accuracy of the above records can be confirmed. The costs of a gross receipts audit and reaudit of the gross receipts and business shall be paid by OPERATOR. The cost shall not exceed the actual cost of the audit. In the event that the report of gross sales made by OPERATOR to CITY shall be found to be more than two percent (2%) less than the amount of gross sales disclosed by such audit and observation, OPERATOR shall pay within thirty (30) days after billing thereof to CITY the cost of such audit, as well as any additional rentals disclosed by such audit. In the event that the discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancies, then, in addition to the above provisions, CITY shall have the right to declare OPERATOR in default of the contract and subject to CITY's remedies in case of default as described elsewhere in this agreement.

#### 14. INDEMNITY:

OPERATOR shall indemnify, save and defend CITY, its elected and appointed officials, and employees harmless from and against any and all claims, demands, suits, actions and proceedings, of any kind or nature, for damages to property or injuries to or death of any persons, or claims of malfeasance or omission by any third parties, including any environmental claims of any kind, arising out of OPERATOR's actions and activities in performing its rights and obligations under this independent contractor agreement.



15. CONTROL OF COURSE PREMISES:

During the term of this agreement, OPERATOR shall be in full control of all facilities covered by this agreement, both land and structures. However, CITY shall have the right, at reasonable times and on reasonable notice, to make such changes and alterations as may be determined by the CITY and at CITY expense unless otherwise agreed to between the parties. CITY shall not unreasonably interfere with OPERATOR's operation in exercising rights under this paragraph.

16. DEFAULT AND TERMINATION:

(a) If either party fails to comply with any terms, covenants, or conditions of this Agreement, the other party shall serve notice of default on the defaulting party. That party shall cure such default within thirty (30) days, providing such default can be reasonably cured within thirty (30) days. If the default requires more time to cure, then the defaulting party shall commence the cure within thirty (30) days' notice of the default and complete the cure within a reasonable period of time as specified by the notice of default. If the default is not cured, then a mediation process shall be instituted to resolve the matter. Mediation shall also be utilized to resolve any other controversy arising under the Agreement. The parties shall select one mediator from any available mediation service. If the mediation has not resolved the matter within a reasonable period of time, the parties may then resort to any remedies at law to enforce the terms of the Agreement.

(b) The acceptance of all or part of a monthly consideration by CITY for any period or periods after a default in the faithful performance of any of the terms, covenants and conditions contained in the agreement shall not be deemed a waiver of any right existing to CITY to cancel the contract on account of such default. Any waiver by CITY of a default on the part of OPERATOR shall not be construed as, or constitute a waiver of, any subsequent default of the same or any other term, covenant and condition herein contained to be kept and performed by OPERATOR. CITY shall be entitled to recover all damages caused to CITY by a default under this section, including all reasonable attorney's fees which CITY may be required to incur in recovering possession of said property from OPERATOR.

17. EGRESS AND INGRESS:

CITY, its authorized representatives, agents and employees shall have the privilege to enter upon said premises at any and all reasonable times during the term of the agreement for the purpose of inspection to determine whether or not OPERATOR is complying with the terms and conditions of this agreement or for any other purpose incidental to the rights of CITY. Such visits by CITY, its authorized representatives, agents and employees are not to hinder the normal operation of said facility.

18. EXPIRATION OF CONTRACT:

Upon expiration of the term covered by this agreement or any extension thereof, as allowed by the terms provided herein, OPERATOR shall have the right to remove his equipment and furnishings from the facilities within thirty (30) days of the termination of the agreement or extension thereof. Items not removed within the period stated, shall be and become property of CITY or at the CITY's option, removed at OPERATOR's expense.

Specific improvements made by OPERATOR under agreement with the CITY shall remain with the CITY according to the provisions of said agreement.

Equipment and furnishings provided by CITY shall be returned to the CITY as specified elsewhere within this agreement.

19. GARBAGE AND RUBBISH:

No boxes, barrels, supplies or rubbish in any form, shall be kept, piled or stored outside the building unless approved by CITY. OPERATOR shall provide, in a place to be designated, as directed by CITY, standard garbage receptacles, and shall place therein all refuse that is collected at least twice a week. OPERATOR shall pay any charges for the removal of garbage and refuse.

20. HOURS:

OPERATOR shall keep the facilities open daily during such hours as required by CITY to adequately serve public demand. Any deviation from such days and hours shall be subject to approval of CITY.

21. LAWS AND ORDINANCES:

OPERATOR shall conduct all of his business activities on the premises in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the CITY, County, State and Federal Government. All foods, drinks, beverages, confections, refreshments, etc., sold or kept for sale by OPERATOR shall be first-class in quality, wholesome and pure, and shall conform to Federal, State, County and Municipal food laws, ordinances and regulations in all respects.

22. AMERICANS WITH DISABILITIES ACT OF 1990:

OPERATOR shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ('ADA') with respect to all premises. OPERATOR shall defend, indemnify and hold CITY harmless from and against any and all claims of failure to comply or of violation of the ADA.

### 23. HAZARDOUS MATERIALS:

OPERATOR shall not cause or permit any "Hazardous Material," as hereinafter defined, to be brought upon, kept, or used in or about the Premises. Pesticides, herbicides, fertilizers and other materials commonly used in the operation of a golf course are acceptable for use provided such use is in compliance with all laws and government regulatory agency requirements. If OPERATOR breaches the obligations stated herein, or if contamination of the Premises by Hazardous Materials otherwise occurs for which OPERATOR is legally liable to CITY for damage resulting therefrom, then OPERATOR shall indemnify, defend, and hold CITY harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space in the Premises or portion of any building of which the Premises is a part and sums paid in settlement of claims, attorneys fees, consultant fees, and expert witness fees) which arise during or after the Lease term as a result of such contamination. This indemnification includes without limitation, costs incurred by CITY in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or legal governmental entity because of Hazardous Material being present in the soil or ground water or under the Premises. OPERATOR shall promptly take all actions at its sole cost and expense as are necessary to clean, remove, and restore the Premises to its condition prior to the introduction of such Hazardous Material by OPERATOR, provided OPERATOR shall first have obtained CITY's approval and the approval of any necessary governmental entities.

OPERATOR acknowledges that CITY may become legally liable for the costs of complying with laws relating to Hazardous Material which are not the responsibility of CITY hereunder, including the following: (i) Hazardous Material present in the soil or ground water on the Premises of which CITY has no knowledge as of the effective date; (ii) a change in laws, statutes, ordinances, and other governmental regulations which relate to Hazardous Material which could cause any material now or hereinafter located on the Premises to be deemed hazardous, whether known or unknown to CITY, or a violation of any such laws; (iii) Hazardous Material that migrates, flows, percolates, defuses, or in any way moves on to or under the Premises after the execution and delivery of this agreement. CITY and OPERATOR agree that the cost of complying with such laws, statutes, ordinances, or governmental regulations relating to such matters for which the CITY is or may become legally liable shall be paid by OPERATOR to CITY, within ten (10) days following the receipt by OPERATOR of a written demand from CITY to do so. In the event CITY subsequently recovers or is reimbursed from a third party of all or any portion of the sums paid by OPERATOR, CITY shall reimburse OPERATOR to the extent of any such recovery or reimbursement.

As used herein the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or shall become regulated by any governmental entity, including without limitation, CITY acting in its governmental capacity, the State of California or the United States government.

24. STORMWATER RUNOFF:

OPERATOR shall be solely responsible for compliance with all federal, state and local statutes, rules and regulations regarding stormwater runoff into adjacent waters and/or wetland areas. Such compliance shall include avoiding the overuse of pesticides, herbicides, fertilizers, gasoline, and other chemicals which, if mobilized by stormwater runoff, would be deleterious to fish and wildlife. All pesticides, herbicides, fertilizers, gasoline, and other toxic or potentially toxic substances shall be stored in enclosed, locked structures with hardscape floors in quantities sufficient to be used within six (6) months or less. OPERATOR is responsible for obtaining all necessary permits and approvals from federal, state and local agencies and authorities having jurisdiction over such matters.

25. OTHER CONTRACTS:

OPERATOR shall have the privilege of using the premises solely for the purposes as set forth in this agreement.

26. PERMITS AND LICENSES:

OPERATOR shall be required to obtain any and all permits or licenses that may be required in connection with the operation of the facilities including those permits and licenses required by the State of California, County of Orange, City of Santa Ana, and City of Garden Grove.

27. PERSONAL ATTENTION:

OPERATOR shall be required to devote the greater part of his personal time and attention to the operation of the facility and shall promote, increase and develop the business and render every possible service and convenience to the public, or shall appoint a manager to do so who shall remain subject to the direction and control of OPERATOR.

The principals of OPERATOR's corporation shall remain personally involved in the operation of the golf course and restaurant facilities. Additionally, the OPERATOR may appoint managers who shall be required to perform the duties required hereinabove of an individual OPERATOR. OPERATOR agrees that such managers shall be considered to have full authority for operation of the facilities. Furthermore, OPERATOR agrees that in his employment of a manager, he shall seek to employ an individual skilled in management of businesses similar to the facilities and that OPERATOR shall require his managers to utilize sound business methods.

28. STORAGE:

OPERATOR shall not rent, sell, lease or offer any space for storage of any articles or article whatsoever with or upon the premises occupied by this operation, other than his own equipment and the rental of equipment lockers, without the written consent of CITY.

29. UTILITIES:

OPERATOR shall pay all charges for fuel, gas, electricity, water and telephone service necessary to carry on the operations of OPERATOR unless otherwise specified in this agreement.

30. INSURANCE REGULATIONS:

OPERATOR shall file with CITY, upon execution of this agreement, two (2) copies of a policy of public liability and property damage insurance in the following amounts:

Golf Course Facility - Two million dollars (\$2,000,000) single limit bodily liability and property damage.

Restaurant Facility - One million dollars (\$1,000,000) single limit bodily injury liability and property damage.

Said policies shall meet the following requirements:

(a) No deductible clause is permitted.

(b) Provide coverage for all operations of the insured conducted on CITY-leased property, and contain descriptions of the work performed by insured. (This may require policy covering premises occupied, products sold, amusement liability or automobiles used.)

(c) All signatures must be handwritten on any policy, certificate, or endorsement; rubber stamp signatures are not acceptable.

(d) The following are to be additional named insureds:

(i) The CITY of Garden Grove;

(ii) The Garden Grove Willowick Recreational Facility, Inc., a non-profit corporation;

(e) Said policy shall contain a cancellation clause reading substantially as follows: "It is agreed that this policy shall not be canceled nor the amounts of coverage provided herein reduced until thirty (30) days after

(i) City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, California 92840

(ii) Garden Grove Recreational Facility, Inc.  
11222 Acacia Parkway  
Garden Grove, California 92840

shall have received written notice of such cancellation or reduction as evidenced by return receipt of registered mail.”

(f) No policy shall be acceptable unless first approved by the City Attorney. Additional insurance coverage’s required are:

(i) Workmen’s Compensation Insurance

All policies, certificates, and endorsements shall be sent in duplicate to the City Clerk of the City of Garden Grove, 11222 Acacia Parkway, Garden Grove, California 92840.

31. RADIO TOWER EASEMENT AS ENCUMBRANCE:

OPERATOR agrees and understands that CITY has granted an easement in favor of “Voice of Orange Empire, Inc.” for repair and maintenance of radio towers, including ingress and egress thereto, as further described in the easement document which is on file with CITY’s City Clerk. OPERATOR shall insure that it undertakes no actions which impair or interfere with the radio tower operations.

32. TERMS OF PREVIOUS AGREEMENTS/ENTIRE AGREEMENT:

All previous agreements between the parties with respect to the operation of the Willowick facility and lease of residential building are hereby terminated.

This Agreement contains the entire Agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreements, statements or promises made by any party hereto which is not contained herein shall be binding or valid.

33. OPERATOR AS INDEPENDENT CONTRACTOR:

The parties agree that OPERATOR shall act and be an independent contractor and not an agent or employee of City.

34. TERMINATION FOR PURPOSES OF SELLING OR DEVELOPING THE PROPERTY:

CITY reserves the right to terminate the agreement at anytime, for purposes of selling the property or developing the property for another use but not for the purpose of changing operators if operator is otherwise in compliance with the terms of this agreement. Calculations for determining amount due OPERATOR, should the City terminate shall be in accordance with Exhibit “G” attached hereto.

35. NOTICES:

All notices, demands, consents, or other communications required to be given under this Agreement shall be accomplished by first class mail, postage prepaid, and deposited in the U.S.


mails, or personally served upon the other party at the address identified below. The address for delivery of notice can be changed by either party giving written notice of the new address.

To City:  
City Manager  
City of Garden Grove  
PO Box 3070  
Garden Grove, CA. 92642

To OPERATOR:  
Donovan Golf Courses Management, Inc.  
c/o Mike Donovan  
3017 West Fifth Street  
Santa Ana, CA 92703

parties have executed this Agreement the day and year first above written.


ATTEST:

  
City Clerk

City of Garden Grove

By:   
Mayor

APPROVED AS TO FORM:

  
City Attorney

Donovan Golf Courses  
Management, Inc.

By: 





## EXHIBIT B

### SCHEDULE OF PAYMENTS (Willowick Golf Course)

#### **Percentage of Revenue Paid to City\*:**

|                                      |     |
|--------------------------------------|-----|
| Club Repair                          | 8%  |
| Driving Range                        | 23% |
| Electric Carts                       | 23% |
| Green Fees                           | 23% |
| Hand Carts                           | 8%  |
| Pro Shop Sales                       | 8%  |
| Food and Beverage Sales (Restaurant) | 5%  |

*\*Operator may pay to City, a minimum payment of \$240,000 per year, in equal monthly installments, with the balance of operational revenue due at the end of twelve months.*

#### **Rent for 1,412 Sq. Ft. Office Space:**

\$1,214.62 per month\*\*

*\*\* Subject to CPI adjustment every two years.*

## EXHIBIT C

### SCOPE OF DEVELOPMENT

#### I. GENERAL

This Scope of Development sets forth general requirements for all improvements to the Site, including on-site and off-site public improvements (collectively, the "Improvements"). Detailed requirements, specification, and materials will be addressed in the development review process and approval of specific construction plans and documents.

#### II. DEVELOPMENT CONCEPT

The Site on which the development will occur is located at 3017 W. Fifth Street, Santa Ana. The Site contains approximately 100 acres and contains the City-owned Willowick Golf Course.

The development concept includes the demolition of the existing Clubhouse and the 4,200 square foot clubhouse/restaurant. The Operator has to submit to the City of Santa Ana a Site Plan application for the development of the Site. The development of the Site shall conform to the provisions of the Site Plan, as hereafter approved by the City of Santa Ana attached as Attachment 1.

The improvements to be constructed on the Site shall be landscaped and effectively and aesthetically designed. The shape, scale of volume, exterior design and exterior finish of the Improvements shall be of a high quality. Landscape and hardscape treatments shall complement the proposed structures.

All on-site and off-site Improvements required to be constructed by the City of Santa Ana pursuant to the approved Site Plan shall be coordinated and administered by the Operator.

#### III. ON-SITE DEVELOPMENT AND IMPROVEMENTS

##### A. Structural Improvements

The operator shall develop the Site with an approximately 4,200 square foot building as a clubhouse/restaurant for the convenience and use of the patrons of the Willowick Golf Course. The building shall include kitchen, snack bar, dining area, restrooms, storage and office area.

It is anticipated that this clubhouse/restaurant will be a major component of the existing Willowick Golf Course development. Therefore, the architectural treatment of all sides of the structure must be equal in character, quality, and materials. The structure will be constructed of wood frame and cement plaster exterior finish. A split face or textured type block shall be used to provide texture and interest.

All loading areas, service areas and/or trash storage areas shall be screened or designed in such a manner as to reduce or mitigate their visual impact.

The Site shall be designed and developed as part of an integrated complex in which the buildings shall have architectural excellence. The improvements to be constructed on the Site shall be landscaped, and effectively and aesthetically designed. Particular detail shall be given to the north elevation of the building. The minimal landscape setback will accentuate the need to articulate the building face to achieve an attractive building appearance. Building relief and/or detailed windows shall be incorporated into the design of this facade.

B. Site Design and Landscaping

The site and Improvements are a major factor in continuing the quality of the Willowick Golf Course. The manner in which the Site is landscaped and hardscaped will have a substantial impact on maintaining the quality of appearance and attracting additional customers to the Golf Course.

All loading areas, service areas, and trash storage areas shall be screened or designed in such a manner as to reduce and mitigate their visual impact. Effectively designed landscape may be used to screen or mitigate such areas.

IV. PUBLIC IMPROVEMENTS

A. Utility Connection

The necessary utility connections within the boundaries of the site including water, sanitary sewer, storm drains, or other public utilities, or electric, gas, telephone or other public lines owned by a public utility company shall be installed. The Operator shall secure any permits required for any such installation.

B. Right-of-Way Improvement

The Operator shall be responsible for any and all improvements from the back of curb face necessary to construct all of the improvements as set forth in the approved Site Plan.

V. DEVELOPMENT STANDARDS

All developments on the Site shall conform with the Basic Concept Drawings and the Site Plan, as approved, by the City of Santa Ana and by the City of Garden Grove.

A. Building Design

The Operator shall strive to design and construct an architecturally interesting building which is compatible with the existing Willowick Golf Course and incorporates the following:

1. Textured block and/or plaster with relief to add interest to the appearance of the structures.
2. All elevations shall be treated equally in terms of quality of materials, finish, and roof treatments.
3. The north facing elevation shall be designed with architectural relief, including columns or accented windows or block treatments, to enhance the appearance of the building and lessen the impact of the proximity of the building to the parking lot.
4. Lighting should be used to accentuate the building.

VI. SIGNAGE

The Operator will be required to develop an integrated sign program that identifies the building and does not detract from the quality of the structure and the Improvements. The use of signs must be compatible with the existing Willowick Golf Course.

EXHIBIT D

**WILLOWICK GOLF COURSE  
CURRENT GREEN FEES (Effective 9-4-99)**

|                                 | <u>Weekday</u> | <u>Weekend</u> |
|---------------------------------|----------------|----------------|
| <b>18 Hole Green Fee</b>        | 20.00          | 30.00          |
| <b>With Cart</b>                | 31.00          | 41.00          |
| <b>9 Hole Green Fee</b>         | 14.00          | 20.00          |
| <b>With Cart</b>                | 20.00          | 26.00          |
| <b>Early Back 9</b>             | 10.00          | 17.00          |
| <b>With Cart</b>                | 16.00          | 23.00          |
| <b>Twilight Green Fee</b>       | 14.00          | 20.00          |
| <b>With Cart</b>                | 25.00          | 31.00          |
| <b>Super Twilight Green Fee</b> | 7.00           | 10.00          |

EXHIBIT E

LEASE

THIS LEASE ("Lease") is entered into as of the Effective Date set forth in Section 1.1. by and between Landlord and Tenant (as both parties are defined in Article 1).

ARTICLE 1

BASIC LEASE PROVISIONS

- 1.1 Effective Date: April 24, 2001
- 1.2 Landlord: CITY OF GARDEN GROVE
- 1.3 Tenant: DONOVAN GOLF COURSE MANAGEMENT, INC.
- 1.4 Premises: All that certain land located (Article 3)  
in the City of Santa Ana, County of Orange,  
State of California, as crosshatched on Exhibit A  
and legally described on Exhibit B.
- 1.5 Term: Twenty-four (24) months automatically renewable for  
additional two (2) year terms. (Article 4)
- 1.6 Rental: \$1,214.62 per month (Article 6)  
*Subject to adjustment pursuant to Section 6.2 upon renewal*
- 1.7 Use of  
Premises: Office and Storage
- 1.8 Insurance Limit Requirements: \$1,000,000 minimum (Article 11)
- 1.9 Reserved
- 1.10 Addresses for Notices and Payments: (Article 17)

LANDLORD

Notices To:

City of Garden Grove  
Public Works Department  
13802 Newhope Street  
Garden Grove, CA 92843

TENANT

Notices To:

Donovan Golf Course  
Management, Inc.  
3017 W. 5th Street  
Santa Ana, CA 92703

This Article 1 is intended to supplement and/or summarize the provisions set forth in the balance of this Lease. If there is any conflict between any provisions contained in this Article 1 and the balance of this Lease, the balance of this Lease shall control.



Tenant Initial

## ARTICLE 2

### EXHIBITS

The following Exhibits are attached to, and by this reference made a part of, this Lease:

EXHIBIT A - Description of Leasehold

## ARTICLE 3

### PREMISES

#### 3.1 PREMISES

(a) Landlord leases to Tenant and Tenant leases from Landlord, for the Term (as defined in Article 4) and upon the covenants and conditions set forth in this Lease, that certain parcel of land crosshatched on Exhibit A and buildings attached hereto and made a part hereof ("Premises").

(b) During the Term (As defined in Section 4.1), all improvements to be erected, attached or used on or in connection with the Premises shall remain the property of Tenant; provided, however, that upon the termination of this Lease either by expiration of the Term or otherwise, at the sole discretion of Landlord such improvements shall either (i) become and remain the absolute property of landlord, or (ii) be removed by Tenant at its sole cost and expense, and Tenant shall restore the Premises to the condition existing at the time of delivery of possession of same to Tenant. On the effective date of such termination, Tenant shall surrender to Landlord the Premises and, if Landlord has elected to retain repair, reasonable wear and tear excepted, free and clear of all liens and encumbrances (other than those permitted hereby or otherwise created or consented to by Landlord).

## ARTICLE 4

### TERM

4.1 TERM OF LEASE. The term of this lease ("Term") shall be the number of full calendar months specified in Section 1.5, plus any partial month following the Term Commencement Date, if such date is other than the first day of a month. For purposes of this Lease, the first "calendar year" shall be a period commencing on the Term after the first calendar year, the term, "Calendar year" shall mean a fiscal year of 12 consecutive calendar months commencing on January 1 of each year. If this Lease terminates on a day other than December 31, the last calendar year shall be the period commencing on the January 1 following the last full calendar year and ending on such termination date.

4.2 DATE OF LEASE AND LEGAL EFFECT. The terms, covenants and conditions of this Lease shall become legally binding on the Effective Date set forth in Section 1.1. Subject to Tenant's obligation to pay Rental and all other monetary obligations of Tenant including, but not

limited to, the obligation to pay Taxes and any other sum of money or charges shall commence as of the Term Commencement Date.

## ARTICLE 5

### ALTERATIONS TO THE PREMISES

5.1 IMPROVEMENTS. tenant shall not install any temporary improvements on the Premises without Landlord's prior written consent and in no event shall Tenant install any permanent improvements to the Premises. As used herein, "temporary improvements" shall mean storage sheds and asphaltic concrete paving only. Landlord shall have the right at the end of the Term or earlier termination to take exclusive possession of all such improvements ("Improvements") made by Tenant to the Premises or require Tenant, at its sole cost and expense, to remove same and immediately repair any damage occasioned to the Premises by reason of such removal so as to leave the Premises in a neat and clean condition.

## ARTICLE 6

### RENTAL

6.1 RENTAL. Tenant shall pay the sum specified in Section 1.6 as "Dollars Per Annum" ("Rental") in the monthly installments so specified, in advance, on or before the first day of each month, without prior demand and without offset or deduction, commencing on the Term Commencement Date. Should the Term Commencement Date be a day other than the first day of a calendar month, then the monthly installment of Rental for the first fractional month shall be equal to 1/30th of the monthly installment of Rental for each day from the Term Commencement Date to the end of the partial month.

6.2 ADJUSTMENT TO RENTAL. The Rental payable under Section 1.6 and this Article 6 shall be adjusted on each renewal of this Lease ("Adjustment Date") to reflect any changes in the cost of living in accordance with the "Index", as set forth in Section 18.17, using as the "Base Month" (Base Month") the month 90 days prior to the Term Commencement Date and using as the "Comparison Month" ("Comparison Month") the month 90 days prior to the Adjustment Date.

6.3 ADDITIONAL RENTAL. Tenant shall pay, as "Additional Rental", all sums required to be paid by Tenant to Landlord pursuant to this Lease in addition to Rental (including, without limitation, interest, late charges, Service Charges [as defined in Section 18], application fees, reimbursement for attorneys' fees and auditing costs) whether or not the same are designated as "Additional Rental" ("Additional Rental"). Landlord shall have the same rights and remedies for the nonpayment of Additional Rental as it has with respect to nonpayment of Rental. It is the intention of the parties hereto that the Rental and Additional Rental to be paid hereunder shall be paid to Landlord absolutely net, without deduction of any amount of any nature whatsoever, except as in the Lease otherwise expressly provided.



6.4 PLACE OF PAYMENT. Tenant shall pay Rental and Additional Rental to landlord at the address specified as "Landlord's Address for Payments and Reports" in Section 1.11 or to such other address and/or person as Landlord may from time to time designate in writing to Tenant.

6.5 LATE PAYMENTS. If Tenant fails to pay when the same is due and payable any Rental or Additional Rental, the unpaid amounts shall bear interest at the Interest Rate (as defined in Section 18.15) from the date due to and including the date of payment. In addition, Tenant acknowledges that the late payment of any installment of Rental or Additional Rental will cause landlord to incur certain costs and expenses, the exact amount of which are extremely difficult or impractical to fix. These costs and expenses may include, without limitation, administrative and collection costs and processing and accounting expenses. Therefore, if any installment of Rental or Additional Rental is not received by Landlord from Tenant within five days after the installment is due, Tenant shall immediately pay to Landlord a late charge equal to \$50.00 a week or portion thereof for each item of Rental or Additional Rental due. Landlord and Tenant agree that this late charge represents a reasonable estimate of the costs and expenses Landlord will incur and is fair compensation to Landlord for its loss suffered by reason of the late payment by Tenant. Upon accrual, all such late charges shall be deemed Additional Rental. Further, and without in any manner waiving Tenant's default or limiting Landlord's remedies in equity or at law, should Tenant fail to make a timely payment of Rental or Additional Rental two or more times during the Term, Landlord, at its option, may require (a) Tenant to pay Rental or Additional Rental in quarterly installments, in advance for the balance of the Term; or (b) the amount specified in Section 1.9 as "Security Deposit" be increased by 100%.

## ARTICLE 7

### TERM OF LEASE AUTOMATICALLY RENEWABLE

7.1 LEASE TERM EXTENDED AUTOMATICALLY IN ABSENCE OF NOTICE BY PARTY. This lease shall be extended automatically for successive two year terms, on the same terms and conditions unless at least sixty (60) days before the expiration of the term or succeeding terms, a party gives written notice to the other party of intent not to renew or to extend the lease. The rental rate shall be adjusted as provided for in paragraph 6.2 effective at commencement of each automatic renewal term of the lease.

## ARTICLE 8

### TENANT'S CONDUCT OF BUSINESS

8.1 SPECIFIC USE RESTRICTIONS. Unless approved by Landlord, which approval may be granted or withheld by Landlord in its sole discretion, Tenant shall not do any of the following:

(a) Zoning Restrictions. Use, develop or attempt to use or develop the Premises or any portion thereof for any purpose other than those purposes expressly allowed (without the

benefit of a conditional use permit, zone variance, exception or amendment) as of the Term Commencement Date under the Planned Community District Regulations for the City in which the Premises are located;

(b) Zone Change. Change or attempt any change in zoning, or the obtaining of or application for a conditional use permit, zoning variance or exception or other similar approval with respect to the use or development of the Premises or any portion thereof not expressly allowed under such existing zoning as of the Term Commencement Date;

(c) Noncomplying Facilities. Construct or maintain any temporary structure or other improvements on the Premises not in full compliance with all requirements of law, the provisions of this Lease or in any recorded covenants, conditions and restrictions existing from time to time covering the Premises; or

(d) Resubdivisions. Effect any change or amendment to any parcel or final map covering the Premises or record any further parcel or final map of the Premises or any portion thereof or facilities thereon, pursuant to California Government Code Sections 66410 et seq., or any similar statute hereafter enacted and any local ordinances adopted pursuant thereto.

8.2 RULES AND REGULATIONS. Tenant shall keep the Premises in a neat and clean condition, free from any objectionable noises, odors or nuisances and shall comply with all applicable health, safety and police laws, ordinances and regulations of any governmental authority having jurisdiction over the Premises. Tenant shall deposit trash and rubbish only within receptacles approved by Landlord. Tenant shall cause trash receptacles to be emptied at Tenant's cost and expense; provided, however, at Landlord's option, Landlord may provide trash removal services, the cost of which shall be paid for by Tenant. Tenant shall not display or sell merchandise or allow carts, signs or any other objects to be stored or to remain outside the Premises. Landlord, from time to time, may establish further rules and regulations as Landlord, in its reasonable business judgment, deems desirable, and Tenant shall abide by same.

8.3 ADVERTISING MEDIA. Tenant shall not affix upon the Premises any sign, advertising placard, name, insignia, trademark, descriptive material or other like item unless approved by Landlord in advance.

## ARTICLE 9

### MAINTENANCE, REPAIRS AND ALTERATIONS

9.1 TENANT'S MAINTENANCE OBLIGATIONS. Tenant agrees at all times during the Term, and at its own cost and expense, to keep and maintain the Premises and every part thereof in first class order, condition and repair. Should Tenant fail to make these repairs and replacements or otherwise maintain the Premises as set forth in this Article 9 within three days after written demand by Landlord, or should Tenant commence but fail to complete any repairs or replacements within a reasonable time after written demand by Landlord, Landlord may, but shall in no event be obligated to, make the repairs or replacements without liability to Tenant for

any loss or damage that may accrue to Tenant's stock or business as a result thereof, and Tenant shall pay to Landlord, as Additional Rental, the costs incurred by Landlord in the making of such repairs or replacements together with interest at the maximum lawful rate from the date of commencement of the work to and including the date of payment.

9.2 LANDLORD'S RIGHT OF ENTRY. Landlord, its agents, contractors, servants and employees may enter the Premises at all reasonable times (a) to examine the Premises; (b) to perform any obligation, or exercise any right or remedy, of Landlord under this Lease; (c) to make repairs, alterations, improvements or additions to the Premises as Landlord deems necessary or desirable; (d) to perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; and (e) to perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises should Tenant fail to commence its required repairs within three days after written demand by Landlord or, after commencing such repairs, fail to diligently pursue same to completion. If Landlord makes any repairs which Tenant is obligated to make pursuant to the term of this Lease, Tenant shall pay the cost of the repair to Landlord, as Additional Rental, promptly upon receipt of a bill for same.

## ARTICLE 10

### ASSIGNMENT AND SUBLETTING

10.1 NO ASSIGNMENT. Tenant shall not be entitled to transfer, assign, sublet, enter into franchise, license or concession agreements, change of ownership or voting control, mortgage, encumber, pledge or hypothecate (collectively "Assignment") all or any part of this Lease during the Term or any extension thereof. Tenant acknowledges that this Lease is personal to Donovan Golf Course Management, Inc. and does not run with the Premises and that any attempted Assignment shall render this Lease null and void and that the term "Tenant," as used in this Lease, does not include successors, assigns, or heirs.

BY PLACING THEIR INITIALS AT THE END OF THIS SENTENCE, LANDLORD AND TENANT HEREBY CERTIFY THAT THIS SECTION 10.1 HAS BEEN FREELY NEGOTIATED.

LANDLORD:  Tenant: 

## ARTICLE 11

### INSURANCE, INDEMNITY AND LIENS

11.1 TENANT'S INSURANCE. Tenant shall procure, pay for and keep in full force and effect the following types of insurance, at its sole cost and expense, commencing on the earlier of (i) the date of delivery of possession of the Premises to Tenant; or (ii) the date Tenant is given earlier access to the Premises, and continuing during the Term in at least the amounts and in the form specified below:

(a) Commercial general liability insurance with coverage limits of not less than \$1,000,000.00 combined single limits for bodily injury, personal injury, or property damage liability per occurrence, insuring against any and all liability of the insureds with respect to the Premises or arising out of the maintenance, use or occupancy of the Premises and all areas appurtenant thereto, or related to the exercise of any rights of Tenant pursuant to this Lease. All such commercial general liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons or damage to property in Section 11.5. Further, liability insurance required herein shall include coverage for owned, nonowned and hired vehicles.

(b) Insurance covering any non-structural Improvements to the Premises, including, without limitation, trade fixtures, merchandise and personal property in on or about the Premises, in an amount not less than their full replacement value, providing protection against any peril included within the classification Fire and Extended Coverage, vandalism, malicious mischief and such other additional perils as covered in a standard "all risk" insurance policy.

11.2 POLICY FORM. All policies of insurance provided for herein shall be issued by insurance companies with general policy holder's ratings of not less than B+ and financial ratings of not less than Class VI, as rated in the most current available "Best's Key Rating Guide", and which are qualified to do business in the State of California or as may be approved by the City. All such policies shall name and be for the mutual and joint benefit and protection of Landlord, The City of Garden Grove, Tenant and Landlord's mortgagee(s) or beneficiary(ies), if any, as additional insureds. Executed copies of the policies of insurance or certificates thereof shall be delivered to Landlord prior to Tenant, its agents or employees entering the Premises for any purpose. Thereafter, executed copies of renewal policies or certificates thereof shall be delivered to Landlord must contain a provision that the company issuing the policy will give to Landlord 30 days notice in writing in advance of any cancellation, lapse, or material changes, of the insurance coverage. All public liability, property damage and other casualty policies shall be endorsed to read that such policies are primary policies and any insurance carried by Landlord shall be noncontributing with such policies.

11.3 INCREASED PREMIUMS DUE TO USE OF PREMISES. Tenant shall not do any act in or about the Premises which will tend to increase the insurance rates upon the Premises. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for insurance resulting from Tenant's use of the Premises, whether or not Landlord shall have consented to the act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes and overload of the electrical lines servicing the Premises, Tenant, at its own expense, shall make whatever changes are necessary to comply with the requirements of the insurance underwriters and any appropriate governmental authority.

11.4 INDEMNITY. To the fullest extent permitted by law, Tenant covenants with Landlord that Landlord and the City of Garden Grove shall not be liable for any damage or liability of any kind or for any injury to or death of persons or damage to property of Tenant or any other person occurring from and after delivery of possession of the Premises to Tenant (or

such earlier date if Tenant is given earlier access to the Premises) from any cause whatsoever related to the use, occupancy or enjoyment of the Premises by Tenant or any person thereon or holding under Tenant including, but not limited to, damages resulting from any labor dispute, and Tenant shall defend, indemnify and save Landlord harmless from all liability whatsoever on account of any real or alleged damage or injury and from liens, claims and demands related to the use of the Premises and its facilities, or any repairs or Improvements which Tenant may make or cause to be made with respect to the Premises, and Tenant shall in all cases accept any tender of the defense of any action or proceeding in which Landlord is named or made a party and shall, notwithstanding any allegations of negligence or misconduct on the part of Landlord and the City of Garden Grove and their officers, board, employees, and agents, and defend Landlord and the City of Garden Grove and their officers, boards, employees and agents as provided herein. Tenant shall not be liable for such damage ultimately determined to be attributable to the negligence or misconduct of Landlord, the City of Garden Grove or their designated agents, servants, or employees. This obligation to indemnify shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses and liabilities incurred by Landlord, the City of Garden Grove or their counsel from the first notice that any claim or demand is to be made or may be made.

11.5 LIENS. Tenant agrees that it will pay or cause to be paid all costs for work done by it or caused to be done by it on the Premises of a character which will or may result in liens on Landlord's reversionary estate therein, and Tenant shall keep the Premises free and clear of all mechanic's liens and other liens on account of work done for Tenant or persons claiming under it. If any such lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged within 30 days after the recording thereof, or if Tenant, in Tenant's discretion and in good faith, determines that such lien should be contested shall furnish such security as may be necessary or required to prevent any foreclosure proceeding against the Premises during the pendency of such contest. If Tenant shall fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's said default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Tenant shall repay to Landlord, as Additional Rental, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 12.6, including all costs, expenses and attorney fees incurred by Landlord in connection therewith. Nothing contained herein shall imply any consent or agreements on the part of Landlord to subject Landlord's estate to liability under any mechanic's lien or the lien law.

Should any claims of lien be filed against the Premises or any action affecting the title to the Premises be commenced, the party receiving notice of such lien or action shall forthwith give the other party written notice thereof. Landlord or its representative shall have the right to post and keep posted upon the Premises notices of nonresponsibility or such other notices which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord written notice of its intention to do so in sufficient time to enable the posting of such notices.

11.6 EXEMPTION OF LANDLORD. Landlord shall endeavor to conduct its activities with respect to the Premises in a prudent and businesslike manner. However, Landlord shall not be liable for any damage to property entrusted to employees of Landlord, its partners, or agents, not for loss of or damage to any property entrusted to employees of Landlord, its partners or agents, nor for loss of or damage to any property by theft or otherwise. Landlord shall not be liable for injury, damage or loss of business which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers or any other person in or about the Premises caused by or resulting from, but not limited to, fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures of the same, whether the injury, damage or loss results from conditions arising upon the Premises or other sources. Landlord shall not be liable for interference with the light or other incorporeal hereditaments. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or of defects therein.

11.7 FAILURE BY TENANT TO MAINTAIN INSURANCE. If Tenant refuses or neglects to secure and maintain insurance policies complying with the provisions of this Article 11, Landlord may secure the appropriate insurance policies and Tenant shall pay, upon demand, the cost of same to Landlord as Additional Rental.

11.8 SERVICE CHARGE. In the event Tenant fails to furnish any policy or certificate required pursuant to this Article 11, Tenant shall pay to Landlord, as Additional Rental, a Service Charge of \$50.00 for each week or portion thereof that said failure continues.

## ARTICLE 12

### DAMAGE

12.1 NONTERMINATION AND NONABATEMENT. Unless the destruction or the damage to the structure causes the Tenant to vacate the premises due to uninhabitability, no damage to the Premises by fire, windstorm or other casualty, whether insured or uninsured, shall entitle Tenant to terminate this Lease.

12.2 WAIVER OF STATUTORY RIGHTS. Tenant waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises.

## ARTICLE 13

### EMINENT DOMAIN

Tenant agrees and acknowledges that the Rental has been arrived at by mutual agreement of the parties and the amount of the Rental and terms of this Lease account for any and all compensation, damages and costs, including relocation assistance and costs to which Tenant might be entitled. Tenant hereby acknowledges that it is a post-acquisition tenant and waives

any claim to relocation assistance and relocation benefits based upon California Government Code Sections 7260 through 7266 or any other similar federal, state or local enactment ("Relocation Benefits") and Tenant agrees to defend, indemnify and hold harmless Landlord, and any of its respective officers, agents and employees from and against any claim for relocation assistance with respect to use of the Premises prior to the expiration or earlier termination of the Term.

## ARTICLE 14

### DEFAULT BY TENANT

**14.1 DEFINITION OF DEFAULT.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Default"):

(a) The failure by Tenant to make, as and when due, any payment of Rental and Additional Rental or other charges payable by Tenant hereunder or to timely discharge any other monetary obligation hereunder, where such failure has continued for a period of three days after written notice thereof from Landlord to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under section 1161 of the Code of Civil Procedure of California or any similar or superseding statute.

(b) The abandonment or vacation of the Premises by Tenant. As used herein, "abatement" is defined to include without limitation, any absence of Tenant's personnel from the Premises for three days after written notice thereof from Landlord to Tenant while Tenant is failing to make, as and when due, any payment of Rental, Additional Rent or other charges payable by Tenant hereunder or to timely discharge any other monetary obligation hereunder, and/or failing to observe or perform any of the express or implied nonmonetary covenants, promises, agreements or provisions of this Lease to be observed or performed by Tenant; provided, however, that such notice shall be required under Section 1161 of the Code of Civil Procedure of California or any similar or superseding statute. The definition of abandonment provided herein is made and agreed to by the parties pursuant to Section 1951.3 (f) of the Code of Civil Procedure of California or any similar or superseding statute, and is intended to be in addition to, and not in lieu of, the statutory definition of abandonment found in Section 1951.3 of said Code or of any similar or superseding statute.

(c) The failure by Tenant to observe or perform any of the express or implied nonmonetary covenants, promises, agreements or provisions of this Lease to be observed or performed by Tenant [other than as specified in Sections 14.1 (a), 14.1 (b) and 14.1 (d)] where such failure has continued for a period of 10 days after written notice thereof from Landlord to Tenant specifying the particulars of such failure;; provided, however that such notice shall be in lieu of, and not in addition to, any notice required under Section 1161 of the Code of Civil Procedure of California or any similar or superseding statute.

(d) The falsification by Tenant or an agent of Tenant of any statement required to be furnished to Landlord pursuant to the terms of this Lease including, without limitation, the



statement required to be furnished by Tenant pursuant to Article 7. The falsification of any such document shall be deemed an incurable breach of this Lease and shall, at Landlord's option, provide good cause for an immediate termination of Tenant's right to possession of the Premises.

14.2 EFFECTS OF NOTICES. The notices specified in Sections 14.1 (a) (b) and (c) shall meet the requirements of Sections 1161 and 1162 of the code of Civil Procedure of California and no further notice shall be necessary prior to Landlord's assertion of any rights respecting regaining possession of the Premises. The purpose of the 10-day notice specified in Section 14.1(c) is to extend the notice time requirements of the unlawful detainer statutes of the State of California. In all other respects, the statutory notice periods shall apply. Except as might otherwise be provided at law, no notice of default shall be required under Section 14.1 (d).

14.3 REMEDIES OF LANDLORD. Landlord and Tenant agree upon Landlord's remedies as set forth in this Article 14 for any Default by Tenant described hereunder. In the event of any Default by Tenant, Landlord may without further notice to Tenant, in addition to any or all other rights or remedies available to Landlord hereunder, at law or in equity, exercise any or all rights or remedies set forth in this Article 14. No delay or omission of Landlord to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any Default.

14.4 TERMINATION OF LEASE. Except as otherwise provided in Section 14.8, if Tenant breaches this Lease and abandons the Premises prior to the end of the Term, or if Tenant's right to possession is terminated by Landlord because of a Default by Tenant under this Lease, this Lease shall terminate at the option of Landlord. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California:

(a) The worth at the time of award of the unpaid Rental and Additional Rental that had been earned at the time of termination;

(b) The worth at the time of award of the amount by which the reasonable value of the unpaid Rental and Additional Rental which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have reasonably avoided;

(c) The worth at the time of award of the amount by which the reasonable value of the unpaid Rental and Additional Rental for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and

(d) Any other amount necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom.

14.5 TERMS DEFINED. As used in Section 14.4 the following terms are defined:



(a) "Worth at the Time of Award". The "worth at the time of award" of the amounts referred to in Sections 14.4 (a) and 14.4 (b) is computed by allowing interest at the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section 14.4 (c) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent.

(b) "Time of Award". The "time of award" as used in Sections 14.4(a), 14.4(b), 14.4(c), and 14.5(c), is the date on which judgment is entered by a court of competent jurisdiction.

(c) "Reasonable Value". The "reasonable value" of the amount referred to in Section 14.4 (b) is computed by determining the mathematical product of (I) the "reasonable annual rental value" [as defined in this Section 14.5 (c)], and (ii) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable annual rental value", and (ii) the number of years, including fractional parts thereof, remaining in the balance of the Term after the time of award. As used in this Section 14.5 (c), the term "reasonable annual rental value" is computed by obtaining the sum of the following components: (I) the Rental and (ii) all Additional Rental paid or payable during the calendar year immediately preceding the time of award.

14.6 MITIGATION BY LANDLORD. No effort or efforts by Landlord to mitigate the damage caused by Tenant's Default under this Lease shall be deemed a waiver of Landlord's right to recover damages under this Lease; provided, however, that except as otherwise specifically set forth in this Lease or as required by applicable California law, Landlord shall have no duty to mitigate damages arising out of Tenant's failure to comply with any term, covenant or agreement of this Lease.

14.7 INDEMNIFICATION UNAFFECTED. Nothing contained in this Article 14 shall affect the right of Landlord under this Lease to indemnification for liability arising under Section 11 prior to termination of this Lease.

14.8 NO TERMINATION.

(a) Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession and Landlord may enforce all of its rights and remedies under this Lease, including the right to recover Rental and Additional Rental as it becomes due.

(b) In the event that Landlord elects the remedy provided for in this Section 14.8, and only in such event, Tenant shall have the right to assign its interest in this Lease, conditioned upon the prior consent of Landlord, not to be unreasonably withheld, but which consent shall be contingent upon the satisfaction of each of the following factors, (I) The use to which said proposed assignee shall put the Premises shall be the same as provided for in this Lease: (ii) the financial strength (as measured by such factors as audited net worth and credit rating) of the proposed assignee shall be at least as strong as that of Tenant as of the date hereof; and (iii) the nature, character and quality of the proposed assignee shall be first class. Nothing contained

herein shall be construed as conferring any right upon Tenant to sublet the Premises, and Tenant shall have no such right whatsoever.

(c) For the purpose of this Section 14.8, the following shall not constitute a termination of Tenant's right to possession: (i) Acts of maintenance or reservation or efforts to relet the Premises; or (ii) the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease.

#### 15.9 TERMINATION AND ENTRY.

(a) In the event of a Default by Tenant, Landlord may terminate this Lease by express written notice to Tenant, in which event (i) Landlord may re-enter the Premises and take possession thereof; (ii) Landlord may remove all persons from the Premises; and (iii) Tenant shall have no further claim under this Lease. Termination of this Lease under this Section 14.9 shall not relieve Tenant of any obligation under this Lease that has accrued prior to the date of termination specified in Section 14.4. Tenant hereby expressly waives any and all rights of redemption granted by Section 1179 of the Code of Civil Procedure of California and any similar or superseding law in the event of Tenant being evicted or dispossessed of the Premises for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of this Lease or otherwise.

(b) In the event Landlord re-enters the Premises pursuant to Section 14.9 (a), Landlord may take possession of all property of Tenant and of any other person which is located upon the Premises and may store all such property for the account, and at the risk and cost, of Tenant. Such property shall be disposed of pursuant to the provisions of Section 1980 et seq. of the Civil Code of California or of any similar or superseding statute. However, at Landlord's option, Landlord may choose to employ the following procedure (in which event Tenant agrees that its rights as hereinafter set forth are just and adequate remedies and, in such instance, expressly waives any and all rights provided in Section 1980 et seq. of the Civil Code of California): (i) Tenant shall have 30 days after Landlord takes possession of the Premises within which to recover the property by paying to Landlord all sums owing from Tenant to Landlord under this Lease as well as all costs incurred by Landlord in storing the property; (ii) should Tenant fail to reclaim the property in such manner, then Landlord may sell or dispose of the property in any manner Landlord chooses and apply the proceeds, if any, thereby obtained first against the costs of storage, then against any other sums owing to Landlord under this Lease.

#### 14.10 LANDLORD'S RIGHT TO CURE DEFAULT AND SECURE COMPLIANCE.

Landlord shall have the right, but shall not be so obligated, to elect to cure, at any time and without notice, any default of Tenant under this Lease. Whenever Landlord so elects, Tenant shall immediately upon demand pay to Landlord, as Additional Rental, all costs and expenses thereby incurred by Landlord. In addition, Tenant shall pay to Landlord, as Additional Rental, all costs and attorneys fees incurred by Landlord in enforcing against Tenant any covenant, condition or term of this Lease.

## ARTICLE 15

### SECURITY DEPOSIT

15.1 SECURITY DEPOSIT. Upon execution of this Lease, Tenant shall deposit with Landlord the sum specified in Section 1.9 as "Security Deposit". The Security Deposit shall be held by Landlord, without obligation or liability for payment of interest thereon, as security for the faithful performance by Tenant of all of the terms of this Lease to be observed and performed by Tenant. The Security Deposit shall not be mortgagee, assigned, transferred or encumbered by Tenant without the prior written consent of Landlord. Landlord shall not be required to keep the Security Deposit separate from its general funds.

15.2 APPLICATION OF SECURITY DEPOSIT. Should Tenant at any time during the Term hereof be in Default of any provision of this Lease, Landlord may, at its option and without prejudice to any other remedy which Landlord may have at law or in equity, appropriate the Security Deposit, or the portion thereof as may be deemed necessary, and apply same toward payment of Rental, Additional Rental or to loss or damage sustained by Landlord due to the Default on the part of Tenant. Within five days after written demand by Landlord, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the original sum deposited.

15.3 REFUND. Should Tenant perform all of its obligations under this Lease, the Security Deposit, or any balance thereof then remaining, shall be returned to Tenant within 60 days of the expiration of the Term or the earlier termination of this Lease, or as otherwise prescribed by law. Tenant hereby expressly waives the benefit of any statutory right to the return of any unused portion of the Security Deposit earlier than 60 days after the expiration of the Term or earlier termination of this Lease.

15.4 SALE OF PREMISES. Landlord may deliver the Security Deposit to the purchaser of Landlord's interest in the Premises and Landlord shall then be discharged from any further liability with respect to the Security Deposit. This Section 15.4 shall also apply to any subsequent transfers of Landlord's interest in the Premises.

## ARTICLE 16

### QUIET ENJOYMENT

Upon Tenant's payment of Rental and Additional Rental and its observation and performance of all of the covenants, terms and conditions of this Lease to be observed and performed by Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises from and after delivery thereof to Tenant, subject, however, to (a) the rights of the parties as set forth in this Lease; (b) any mortgage or deed of trust to which this Lease is subordinate; (c) any ground or underlying leases, agreements and encumbrances to which this Lease is subordinate; (d) all matters of record.

## ARTICLE 17

### NOTICES

Except as otherwise required by law, any notice, information, request or reply ("Notice" for purposes of this Article 17 only) required or permitted to be given under the provisions of this Lease shall be in writing and shall be given or served either personally or by mail. If given or served by mail, such Notice shall be deemed sufficiently given if (a) receipt requested, postage prepaid; or (b) sent by Express Mail, or other similar overnight service, provided proof of service is available, addressed to the addresses of the parties specified as "Addresses for Notices and Payments" in Section 1.11. Any Notice given or served by mail shall be deemed given or served as of the date of deposit in the mails. Either party may, by written notice to the other in the manner specified herein, specify an address within the United States for Notices in lieu of the address specified in Section 1.10.

## ARTICLE 18

### MISCELLANEOUS

18.1 WAIVER. Any waiver by Landlord of a breach of a term, covenant or condition of this Lease by Tenant shall not be construed as a waiver of a subsequent breach of the same term, covenant or condition. The consent or approval by Landlord to anything requiring Landlord's consent or approval shall not be deemed a waiver of Landlord's right to withhold consent or approval of any subsequent similar act by Tenant. The approval of any subsequent similar act by Tenant. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any prior occurring breach of Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such prior existing breach at the time of acceptance of such rental. No breach by Tenant of any term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless the waiver is in writing and is signed by Landlord.

18.2 RIGHTS CUMULATIVE. Except as provided herein to the contrary, the rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any rights and remedies not specified in this Lease.

18.3 ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant.

18.4 AMENDMENTS IN WRITING. No provision of this Lease may be amended except by an agreement in writing signed by both Landlord and Tenant.

18.5 NO PRINCIPAL-AGENT RELATIONSHIP. Nothing contained in this Lease shall be construed as creating the relationship of principal and agent, partnership or joint venture between Landlord and Tenant.

18.6 LAWS OF CALIFORNIA TO GOVERN. This Lease shall be governed by and construed in accordance with the laws of the State of California.

18.7 SEVERABILITY. If any provision of this Lease or the application of such provision to any person, entity or circumstance is found invalid or unenforceable by a court of competent jurisdiction, the determination shall not affect the other provisions of this Lease and all other provisions of this Lease shall be deemed valid and enforceable.

18.8 SUCCESSORS. All rights and obligations of Landlord and Tenant under this Lease shall extend to and bind the respective heirs, executors, administrators and the permitted successors and assignees of the parties hereto. If there is more than one Tenant, each shall be bound jointly and severally by the terms, covenants and agreements contained in this Lease.

18.9 TIME OF ESSENCE. Except for the delivery of possession of the Premises to Tenant, time is of the essence with respect to the performance of all terms and obligations set forth in this Lease.

18.10 WARRANTY OF AUTHORITY. If Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and that this Lease is binding upon the corporation or partnership. If Tenant is a corporation, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that (a) Tenant is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of California; (b) all franchise and corporate taxes have been paid to date; and (c) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

18.11 WAIVER OF RIGHTS OF REDEMPTION. Tenant waives any and all rights of redemption granted under any present and future laws in the event Landlord obtains the right to possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

18.12 BROKERS. Tenant represents and warrants that it has not had any dealings with any Realtors, brokers or agents in connection with the negotiation of this Lease and agrees to pay any Realtors, brokers or agents and to hold Landlord Harmless from Tenant's failure to pay any Realtors, brokers or agents and from any cost, expense or liability for any compensation, commission or charges claimed by any other Realtors, brokers or agents claiming by, through or on behalf of Tenant with respect to this Lease and/or the negotiation hereof.

18.13. RECORDING. Tenant shall not record this Lease or any short form memorandum of this Lease. Upon the expiration or earlier termination of this Lease for any reason, Tenant,

within three days following the date of request by Landlord, shall deliver to Landlord a quitclaim deed conveying to Landlord any and all interest Tenant may have under this Lease.

**18.14 TRANSFER OF LANDLORD'S INTEREST.** Should Landlord sell, exchange or assign this Lease (other than a conditional assignment as security for a loan), then Landlord, as transfer or, shall be relieved of any and all obligations on the part of Landlord accruing under this Lease from and after the date of the transfer. No holder of a mortgage or a deed of trust to which this Lease is subordinate shall be responsible in connection with the Security Deposit unless the mortgagee or holder of a deed of trust actually receives the Security Deposit.

**18.15 INTEREST ON PAST DUE OBLIGATIONS.** Unless otherwise specifically provided in this Lease, any amount due from Tenant to Landlord under this Lease which is not paid when due, and any amount due as reimbursement to Landlord for costs incurred by Landlord in performing obligations of Tenant upon Tenant's failure to so perform, shall bear interest at the "Interest Rate" from the date of delinquency to and including the date of payment. The term "Interest Rate", as used in this Lease, shall mean the rate per annum equal to the reference rate of the Bank of American National Trust and Savings Association from time to time in effect plus two percent. During the period of any delinquency, the Interest Rate shall be adjusted quarterly. In no event shall the rate of interest hereunder be greater than the highest rate than allowable by law.

**18.16 ACCESS BY LANDLORD.** Landlord and Landlord's agents, contractors, servants and employees shall have the right to enter the Premises at all reasonable times (a) to examine the Premises or for the purpose of performing any obligation of Landlord or exercising any right or remedy reserved to Landlord in this Lease; (b) to exhibit the Premises to prospective buyers; (c) to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable; and (d) to take all materials into and upon the Premises that may be required in connection with such repairs, alterations, improvements or additions without the same constituting a constructive or actual eviction of Tenant, in whole or in part, and the Rental and Additional Rental shall not abate while such repairs, alterations, improvements or additions are being made. If, during the last month of the Term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter, alter and renovate the Premises without elimination or abatement of Rental and Additional Rental and without other compensation, and such action shall have no effect upon this Lease. Nothing contained herein, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, supervision or repair of the Premises except as otherwise provided in this Lease.

**18.17 INDEX.** Wherever in this Lease there is a reference to the "Index", such reference shall refer to the following:

(a) The "Index", as used in this Lease, shall be deemed to mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles-Anaheim-Riverside Average, Subgroup "All items", (1982/84=100) ("Index"). If at any time there shall not exist the Index in the format recited



18.20 FORCE MAJEURE. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, and

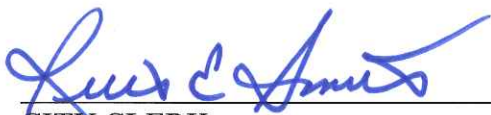
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THE FOREGOING LEASE  
ON THE DAY AND YEAR FIRST ABOVE WRITTEN IN PARA 1.1.

  
\_\_\_\_\_  
DONOVAN GOLF COURSE MANAGEMENT, INC.


CITY OF GARDEN GROVE

BY:   
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

Approved as to form:

  
\_\_\_\_\_  
CITY ATTORNEY



DESCRIPTION OF LEASEHOLD

A four bedroom, 1,414 sq. ft. residential structure

located at: 3001 W. Fifth Street  
Santa Ana, CA 92703

Legal description: S10, TR50005.R10, APN 198-291-05



## EXHIBIT F

### WILLOWICK GOLF COURSE MAINTENANCE PROGRAM

CITY and OPERATOR agree that the Golf Course Maintenance Program delineated below is the minimum maintenance schedule required for the maintenance of the golf course ("Golf Course") covered under this Agreement, and that such criteria shall not limit CITY from requiring a more extensive maintenance program if such revised program becomes necessary. CITY acknowledges, however, that the frequency of performance of any function by OPERATOR may be delayed or temporarily suspended to the extent OPERATOR is hindered or prevented from performance by acts of God, or adverse weather.

Subject to the provisions set forth above, OPERATOR agrees to maintain the Golf Course and perform its obligations as outlined below:

#### PUTTING GREENS

| FUNCTION                  | FREQUENCY  | DETAIL   |
|---------------------------|--|--|
| Mowing                    | Twice a week year-round except when weather and Maintenance Practices prohibit mowing. | Height 5/32' to 1/4" with a self-propelled greens mower. Always remove clippings.  |
| Irrigation                | As necessary dependent on weather conditions.  | Application of water must be matched with penetration rate so that excessive leaching or runoff are avoided.   |
| Fertilization             | As required by soil and plant tissue analysis.   | General application of N-P-K-fertilizer with minor elements per soil and plant tissue analysis.  |
| Pest Control              | A combination of preventative and curative on an as needed basis.                      | An environmentally sensitive program of insecticides, fungicides and herbicides for preventative along with a curative program to minimize chemical application to be applied as required.                       |
| Verticutting/<br>Grooming | Monthly or as needed to maintain a smooth even putting surface.                        | Greens verticut or groomed lightly to eliminate thatch and grain for a quality putting surface.  |
| Aerification              | Bi-annually.   | Machine capable of minimum penetration to 3" depth, topdress with original greens mix soil structure. Additional aerification as needed according to traffic and compaction to keep turf in excellent condition. |

| FUNCTION       | FREQUENCY                   | DETAIL   |
|----------------|-----------------------------|--|
| Turf Damage    | As needed.                  | Reseed or sod damaged areas with same turf and soil structure.   |
| Cup Relocation | Daily or as required.       | Pin placement to be varied to minimize turf wear.  |
| Green Collar   | Mowed 1 - 3 times per week. | Mow from 3/8" to 1/2" height.  |
| Sand Traps     | Raked daily or as required. | Sufficient sand to provide excellent playability (minimum 4" depth). Traps to be weed free and edged properly. |

### TEES

| FUNCTION              | FREQUENCY                                   | DETAIL   |
|-----------------------|---|--|
| Mowing                | 1 - 3 times per week.                       | Mow 3/8" to 1/2" height.   |
| Irrigation            | As needed dependent on weather conditions.  | 1" of water, application of water must be matched with penetration rate to avoid run-off. Excessive leaching may be required due to reclaimed water. |
| Fertilization         | Monthly or as per tissue and soil analysis. | Application of balanced N-P-K fertilizer with minor elements.  |
| Aerification          | Bi-annually.                                | Topdress as required.  |
| Tee Marker Relocation | Daily or as required.                       | Tee markers should be moved in a systematic routine manner as to spread traffic and wear throughout all useable teeing surface.                      |

### FAIRWAYS

| FUNCTION      | FREQUENCY  | DETAIL   |
|---------------|--|--|
| Mowing        | As needed to maintain a smooth even hitting surface. | Height 1/2" to 3/4".   |
| Irrigation    | As needed dependent on weather conditions.           | Application of water must be matched with penetration rate so that excessive leaching and run-off are avoided. |
| Fertilization | As per soil and tissue requirements.                 | Application of balanced N-P-K, as per analysis, fertilizer.  |

| FUNCTION                   | FREQUENCY                | DETAIL   |
|----------------------------|--------------------------|--|
| Pest Control               | As needed                | Incorporate into a Best Management Practices (BMP) program an environmentally sensitive pesticide program that minimizes the use of chemical applications. |
| Aerification               | Annually or as required. | 3" Depth. Use fairway aerifier and drag in cores.  |
| Overseeding                | As needed.               | The need for overseeding is subject to evaluation by OPERATOR.   |
| Weed Control               | Curative.                | Spray for Broadleaves as needed.   |
| Re-Sodding/<br>Stolonizing | As needed.               | Resod/Stolonize damaged areas, smooth soil, sod, roll, fertilize and topdress.   |

### ROUGHS

| FUNCTION      | FREQUENCY  | DETAIL  |
|---------------|--|---|
| Mowing        | As needed to maintain consistant playing conditions. | Height 1" to 1-3/4".  |
| Irrigation    | As necessary dependent on weather conditions.        | Application of water must be matched with penetration rate so that excessive leaching or run-off are avoided.   |
| Fertilization | As needed per soil and plant tissue analysis.        | General application of NPK fertilizer with minor elements per soil and plant tissue analysis.   |
| Pest Control  | As needed.   | An environmentally sensitive program of insecticides, fungicides, and herbicides preventative along with a curative program to minimize chemical application to be applied as required. |
| Trees         | As needed.   | Turf around trees and other interference to be trimmed as needed.   |

## DRIVING RANGE & SURROUNDING AREAS

| FUNCTION           | FREQUENCY             | DETAIL   |
|--------------------|-----------------------|--|
| Driving Range      | Once per week mowing. | Maintained as per fairways on the golf course. |
| Driving Range Tees | Mats only.            | Replace mats as needed                         |
| Clean Restrooms    | Daily.                | Clean and service daily.                       |

### GENERAL

1. Any depression on the Golf Course capable of holding "casual water" exceeding twenty-four (24) hours will be filled with topdressing and reseeded. In areas where topdressing will not eliminate the problem a perforated drain pipe system will be installed in these areas.
2. All trimmings, clippings, etc., will be placed daily in an acceptable refuse container. Greens clippings will be scattered in rough areas.
3. All departments will be staffed with experienced supervisory personnel.
4. Electric golf cart paths will be maintained in an acceptable condition by OPERATOR.
5. Electric golf carts will be maintained to permit a complete contract without breakdown (emergencies excepted).
6. Miscellaneous:
  - a) Ball washer serviced daily. Clean water twice per week, and towels as required.
  - b) The premises will be maintained free of visible trash at all times.
  - c) Trash containers to be provided on golf courses as needed, and emptied on a routine basis.
7. All areas within the golf courses boundaries will be maintained. All areas under irrigation will require mowing, fertilization, etc., as per this program.
8. Pumping plants will be maintained per the manufacturer's recommendations.
9. All lakes will maintained at acceptable levels. Algae, weeds and pests will be controlled by environmentally sound methods conforming to environmental and safety regulations established by governmental agencies.

## EXHIBIT "G"

### VALUATION FORMULA - DONOVAN GOLF COURSE MANAGEMENT, INC.

1. Determine the average of the immediate past four years pretax cash flow earned from Willowick Golf Course operations.
2. Adjust the cash flow for the non-operating items, including, but not limited to, changes in indebtedness, changes or conversions of fixed assets or other non-current assets and changes in capitalization.
3. After subtracting the amounts determined under Item 2 above from the amount determined on Item 1, the resulting amount would be termed the pretax operating net cash flow. This amount will be increased by 5% per annum for the remaining duration of the lease. The amounts represent the unadjusted gross aggregate future value of the pretax operating net cash flow.
4. From the amount determined in Item 3 above, the following shall be deducted:

At the point of termination of the agreement, any amounts previously identified on a present value basis and agreed to by the City and the Donovan Golf Course Management, Inc., of any maintenance (normal wear and tear exempted) on all course greens, tees, fairways, range areas, fixtures, signs, furnishings, equipment, buildings, and parking areas.

After subtracting the amounts determined in this item, on a present value basis, from the amount determined in Item 3, the result will be termed the adjusted gross future value of the pretax operating net cash flow.

To the resultant amounts determined will be applied an annual discount rate of 9% and the summation of the products will be termed the present value of the pretax operating net cash flow.

DONOGOL-01 RACR

|  |  |   |
|--|--|---|
| <b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>   |  | DATE (MM/DD/YYYY)<br>3/27/2006  |
| <b>PRODUCER</b> (562) 923-9631<br><b>Bowermaster &amp; Associates Insurance</b><br><b>P.O. Box 100</b><br><b>10631 Paramount Blvd.</b><br><b>Downey, CA 90241-0100</b> |  | <b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>  |
| <b>INSURED</b> <b>Arroyo Trabuco Golf Course</b><br><b>Donovan Bros. Golf, LLC</b><br><b>26772 Avery Parkway</b><br><b>Mission Viejo, CA 92692-</b>                    |  | <b>INSURERS AFFORDING COVERAGE</b><br><b>INSURER A: Safeco Insurance Company of America</b><br><b>INSURER B: Continental Casualty Co.</b> <i>AXV</i><br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b> |
|  |  | <b>NAIC #</b> <i>AXV</i>  |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSR | TYPE OF INSURANCE  | POLICY NUMBER   | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|----------------|------|--|-----------------|----------------------------------|-----------------------------------|---|
| A              | X    | <b>GENERAL LIABILITY</b><br><input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> <b>CLAIMS MADE</b> <input checked="" type="checkbox"/> <b>OCCUR</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> <b>POLICY</b> <input type="checkbox"/> <b>PRO-JECT</b> <input type="checkbox"/> <b>LOC</b> | 02CE10484910    | 7/1/2005                         | 7/1/2006                          | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A              |      | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> <b>ANY AUTO</b><br><input type="checkbox"/> <b>ALL OWNED AUTOS</b><br><input type="checkbox"/> <b>SCHEDULED AUTOS</b><br><input checked="" type="checkbox"/> <b>HIRED AUTOS</b><br><input checked="" type="checkbox"/> <b>NON-OWNED AUTOS</b>   | 02CE10849310    | 7/1/2005                         | 7/1/2006                          | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|                |      | <b>GARAGE LIABILITY</b><br><input type="checkbox"/> <b>ANY AUTO</b>  |                 |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
| B              |      | <b>EXCESS/UMBRELLA LIABILITY</b><br><input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>CLAIMS MADE</b><br><input type="checkbox"/> <b>DEDUCTIBLE</b><br><input checked="" type="checkbox"/> <b>RETENTION</b> \$ 10,000   | CUP2082536259   | 7/1/2005                         | 7/1/2006                          | EACH OCCURRENCE \$ 20,000,000<br>AGGREGATE \$ 20,000,000<br>\$<br>\$<br>\$  |
| A              |      | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | 01-WC-055388-10 | 7/1/2005                         | 7/1/2006                          | <input checked="" type="checkbox"/> <b>WC STATU-TORY LIMITS</b> <input type="checkbox"/> <b>OTH-ER</b><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000          |
|                |      | <b>OTHER</b>   |                 |                                  |                                   | Reviewed and approved as to insurance language and/or requirements.<br><i>Pam Valentine 04/10/06</i><br>Risk Management   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 If this policy cancels for non-payment the company will issue 10 day notice of cancellation.

This coverage also applies to golf course located at: Willowick Golf Course, 3017 West 5th Street, Santa Ana, CA 92703

City of Garden Grove is Additional Insured as respects to General Liability, per form CG 7635 1001 attached.

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b>  | <b>CANCELLATION</b>  |
| <b>City of Garden Grove</b><br><b>Attn: Ann Cao</b><br><b>13802 Newhope Street</b><br><b>Garden Grove, CA 92843-</b> | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.<br><b>AUTHORIZED REPRESENTATIVE</b> <i>gao</i> |



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LIABILITY PLUS ENDORSEMENT**

CG 76 35 10 01

**COMMERCIAL GENERAL LIABILITY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****SCHEDULE**

Name of Person or Organization:

***Blanket Form Per Schedule on File  
with Company*****ADDITIONAL INSURED - BY WRITTEN CONTRACT,  
AGREEMENT OR PERMIT, OR SCHEDULE**The following paragraph is added to WHO IS AN INSURED  
(Section II):

5. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

- a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury," "property damage," "personal and advertising injury."
- b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
- (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

- (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;
- (b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of operations performed for the state or municipality;

c. The Insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

Reviewed and approved as to insurance language  
and/or requirements.

*Pam Valentine* 4/10/06  
Risk Management



CG 75 36 10 01

## COMMERCIAL GENERAL LIABILITY

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
  - (2) Supervisory, inspection or engineering services.
- d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

## NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion g. of COVERAGE A (Section I) is replaced by the following:

- g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 52 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."
- (6) An aircraft you do not own provided it is not operated by any insured.

## TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage to Premises Rented to you Limit is shown in the Declarations, Exclusion J. of Coverage A, Section I is replaced by the following:

## J. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

CG 76 35 10 01

## COMMERCIAL GENERAL LIABILITY

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

Paragraph 6. of Section III is replaced by the following:

6. Subject to 5. above, the Damage To Property Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Tenants' Property Damage to Premises Rented to You limit is the higher of \$200,000 or the amount shown in the Declarations as Damage to Premises Rented to You Limit.

**WHO IS AN INSURED - MANAGERS**

The following is added to Paragraph 2.a. of WHO IS AN INSURED (Section II):

Paragraph (1) does not apply to executive officers, or to managers at the supervisory level or above.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B - BAIL BONDS**

Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is replaced by the following:

- b. Up to \$2,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**EMPLOYEES AS INSURED - HEALTH CARE SERVICES**

Provision 2.a.(1) d. of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

**EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS**

Provision 4.a. of WHO IS AN INSURED (Section II) is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

**EXTENDED "PROPERTY DAMAGE"**

Exclusion a. of COVERAGE A. (Section I) is amended to read:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**INCREASED MEDICAL EXPENSE LIMIT**

The medical expense limit is amended to \$10,000.

**KNOWLEDGE OF OCCURRENCE**

The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence," claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

**UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS**

The following is added to Paragraph 6. Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**LIBERALIZATION CLAUSE**

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

11/16/2001

PRODUCER (415) 982-1012  
San Francisco Ins Center  
130 Sutter Street Ste 650  
San Francisco, CA 94104

**FAX (415)434-1562**

Stephanie Dodd

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## INSURERS AFFORDING COVERAGE

INSURED Donovan Golf Management, Inc.  
Mesa Verde Partners DBA: Costa Mesa Country CT  
c/o SFIC  
130 Sutter St. #650  
San Francisco, CA 94104

INSURER A: **Unigard Insurance Company** *AVIII*

INSURER B: Firemans Fund Insurance Company A+XV

INSURER C: State Compensation Insurance Fund *Bt x 11*

INSURER D:

INSURER E: \_\_\_\_\_

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |               |
|---|--|----------------|----------------------------------|-----------------------------------|--|---------------|
| A   | GENERAL LIABILITY  | CM004382       | 11/09/2001                       | 11/09/2002                        | EACH OCCURRENCE  | \$ 1,000,000  |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                |                                  |                                   | FIRE DAMAGE (Any one fire)   | \$ 100,000    |
|   | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |                |                                  |                                   | MED EXP (Any one person)   | \$ 10,000     |
|   | <input checked="" type="checkbox"/> Liquor Liability                           |                |                                  |                                   | PERSONAL & ADV INJURY  | \$ 1,000,000  |
|   |  |                |                                  |                                   | GENERAL AGGREGATE  | \$ 3,000,000  |
|   | GEN'L AGGREGATE LIMIT APPLIES PER:   |                |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$ 3,000,000  |
| <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |  |                |                                  |                                   |  |               |
| A   | AUTOMOBILE LIABILITY   | CM004382       | 11/09/2001                       | 11/09/2002                        | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000  |
|   | <input checked="" type="checkbox"/> ANY AUTO                                   |                |                                  |                                   | BODILY INJURY (Per person)   | \$            |
|   | <input type="checkbox"/> ALL OWNED AUTOS                                       |                |                                  |                                   | BODILY INJURY (Per accident)   | \$            |
|   | <input type="checkbox"/> SCHEDULED AUTOS                                       |                |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$            |
|   | <input type="checkbox"/> HIRED AUTOS   |                |                                  |                                   |  |               |
| <input type="checkbox"/> NON-OWNED AUTOS  |  |                |                                  |                                   |  |               |
|   |  |                |                                  |                                   |  |               |
|   |  |                |                                  |                                   |  |               |
|   | GARAGE LIABILITY   |                |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$            |
|   | <input type="checkbox"/> ANY AUTO  |                |                                  |                                   | OTHER THAN EA ACC  | \$            |
|   | <input type="checkbox"/>   |                |                                  |                                   | AUTO ONLY: AGG   | \$            |
| B   | EXCESS LIABILITY   | XYZ00084778323 | 11/09/2001                       | 11/09/2002                        | EACH OCCURRENCE  | \$ 20,000,000 |
|   | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE |                |                                  |                                   | AGGREGATE  | \$ 20,000,000 |
|   | <input type="checkbox"/> DEDUCTIBLE  |                |                                  |                                   |  | \$            |
|   | <input type="checkbox"/> RETENTION \$  |                |                                  |                                   |  | \$            |
|   |  |                |                                  |                                   |  | \$            |
| C   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | 1591833-01     | 10/20/2001                       | 10/20/2002                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |               |
|   | E.L. EACH ACCIDENT   |                |                                  |                                   | \$ 1,000,000   |               |
|   | E.L. DISEASE - EA EMPLOYEE   |                |                                  |                                   | \$ 1,000,000   |               |
|   | E.L. DISEASE - POLICY LIMIT  |                |                                  |                                   | \$ 1,000,000   |               |
| A   | OTHER All Risk Equipment Floater   | CM004382       | 11/09/2001                       | 11/09/2002                        | \$1,679,000. Blanket Limit   |               |

| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS |  |
|---|--|
|   |  |

Re: Leased premises at 3017 West 5th Street, Santa Ana, California 92701, Willowick Golf Course.

Additional Insured: City of Garden Grove; The Garden Grove Willowick Recreational Facility, Inc., a non-profit corporation.

Reviewed and approved as to insurance language  
and/or requirements.

Pam Valentine 12/07/01

|                    |   |                                    |
|--------------------|---|------------------------------------|
| CERTIFICATE HOLDER | X | ADDITIONAL INSURED; INSURER LETTER |
|--------------------|---|------------------------------------|

## CANCELLATION

## Risk Management

The Garden Grove Willowick Recreational  
Facility, Inc., a non-profit corporation  
Attn: Priscilla Stiersturfer  
11222 Acacia Parkway  
Garden Grove, CA 92840

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL INDEXV0300 TO MAIL

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

**BUTPAILVRE TOMAYLSKCHN MO NOESHIM VINPOST NE DENGADOKNOBY VARY KTY Y**

[illegible]

**AUTHORIZED REPRESENTATIVE**

ACORD 25-S (7/97)

FAX: (714)741-5205

©ACCPAGE 79 OF 628 ON 1988



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

11/16/2001

San Francisco Ins Center  
130 Sutter Street Ste 650  
San Francisco, CA 94104

Stephanie Dodd

INSURERS AFFORDING COVERAGE

|            |                                   |       |
|------------|-----------------------------------|-------|
| INSURER A: | Unigard Insurance Company         | AVIII |
| INSURER B: | Firemans Fund Insurance Company   | A+XV  |
| INSURER C: | State Compensation Insurance Fund | B+XVI |
| INSURER D: |                                   |       |
| INSURER E: |                                   |       |

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                 | TYPE OF INSURANCE   | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |               |
|--|---|----------------|----------------------------------|-----------------------------------|--|---------------|
| A  | GENERAL LIABILITY   | CM004382       | 11/09/2001                       | 11/09/2002                        | EACH OCCURRENCE  | \$ 1,000,000  |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |                |                                  |                                   | FIRE DAMAGE (Any one fire)   | \$ 100,000    |
|  | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR                            |                |                                  |                                   | MED EXP (Any one person)   | \$ 10,000     |
|  | <input checked="" type="checkbox"/> Liquor Liability  |                |                                  |                                   | PERSONAL & ADV INJURY  | \$ 1,000,000  |
|  |   |                |                                  |                                   | GENERAL AGGREGATE  | \$ 3,000,000  |
|  | GEN'L AGGREGATE LIMIT APPLIES PER:  |                |                                  |                                   | PRODUCTS - COMP/OP AGG   | \$ 3,000,000  |
|  | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                |                                  |                                   |  |               |
| A  | AUTOMOBILE LIABILITY  | CM004382       | 11/09/2001                       | 11/09/2002                        | COMBINED SINGLE LIMIT (Ea accident)  | \$ 1,000,000  |
|  | <input checked="" type="checkbox"/> ANY AUTO  |                |                                  |                                   | BODILY INJURY (Per person)   | \$            |
|  | <input type="checkbox"/> ALL OWNED AUTOS  |                |                                  |                                   | BODILY INJURY (Per accident)   | \$            |
|  | <input type="checkbox"/> SCHEDULED AUTOS  |                |                                  |                                   | PROPERTY DAMAGE (Per accident)   | \$            |
|  | <input type="checkbox"/> HIRED AUTOS  |                |                                  |                                   |  |               |
| <input type="checkbox"/> NON-OWNED AUTOS |   |                |                                  |                                   |  |               |
|  |   |                |                                  |                                   |  |               |
|  | GARAGE LIABILITY  |                |                                  |                                   | AUTO ONLY - EA ACCIDENT  | \$            |
|  | <input type="checkbox"/> ANY AUTO   |                |                                  |                                   | OTHER THAN EA ACC  | \$            |
|  | <input type="checkbox"/>  |                |                                  |                                   | AUTO ONLY: AGG   | \$            |
| B  | EXCESS LIABILITY  | XYZ00084778323 | 11/09/2001                       | 11/09/2002                        | EACH OCCURRENCE  | \$ 20,000,000 |
|  | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE                            |                |                                  |                                   | AGGREGATE  | \$ 20,000,000 |
|  | <input type="checkbox"/> DEDUCTIBLE   |                |                                  |                                   |  | \$            |
|  | <input type="checkbox"/> RETENTION \$   |                |                                  |                                   |  | \$            |
|  |   |                |                                  |                                   |  | \$            |
| C  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   | 1591833-01     | 10/20/2001                       | 10/20/2002                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |               |
|  | E.L. EACH ACCIDENT  |                |                                  |                                   | \$ 1,000,000   |               |
|  | E.L. DISEASE - EA EMPLOYEE  |                |                                  |                                   | \$ 1,000,000   |               |
|  | E.L. DISEASE - POLICY LIMIT   |                |                                  |                                   | \$ 1,000,000   |               |
| A  | OTHER All Risk Equipment Floater  | CM004382       | 11/09/2001                       | 11/09/2002                        | \$1,679,000. Blanket Limit   |               |

Reviewed and approved as to insurance language  
and/or requirements.

Pam Valentine 12/07/01

## Risk Management

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
XX  
XX  
BY ANY AND ALL OF THE COMPANY'S AGENTS OR REPRESENTATIVES XXXXXXXX

**AUTHORIZED REPRESENTATIVE**

©ACQ Page 80 of 628 N 1988

POLICY NUMBER: CM004382  
INSURED: Donovan Golf Management

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – MANAGERS OR LESSOR OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

1. Designation of premises: 3017 West 5<sup>th</sup> Street, Santa Ana, California 92701, Willowick Golf Course
2. Name of Person or Organization: City of Garden Grove and The Garden Grove Willowick Recreational Facility, Inc.
3. Additional Premium: Included

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Reviewed and approved as to insurance language  
and/or requirements.

*Pam Valentine 8/7/01*  
Risk Management

*Pam Valentine 12/07/01*

CG 20-11-11-85

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DATE (MM/DD/YY)  
07/13/2001

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

INSURER A: Unigard Insurance Company *AVIII*  
INSURER B: Firemans Fund Insurance Company *A+XV*  
INSURER C: State Compensation Insurance Fund *B+XIII*  
INSURER D:  
INSURER E:

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR<br>LTR | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE<br>DATE (MM/DD/YY) | POLICY EXPIRATION<br>DATE (MM/DD/YY) | LIMITS  |
|-------------|--|---------------|-------------------------------------|--------------------------------------|---|
| A           | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Liquor Liability<br><input checked="" type="checkbox"/> Includes OCP<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CM004382      | 11/09/2000                          | 11/09/2001                           | EACH OCCURRENCE \$ 1,000,000<br>FIRE DAMAGE (Any one fire) \$ 50,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COM/OP AGG \$ 3,000,000 |
|             | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |               |                                     |                                      | COMBINED SINGLE LIMIT (Es accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|             | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                     |                                      | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN AUTO ONLY: EA ACC \$<br>AGG \$   |
|             | EXCESS LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |               |                                     |                                      | EACH OCCURRENCE \$ 20,000,000<br>AGGREGATE \$ 20,000,000<br>\$<br>\$<br>\$  |
|             | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  |               |                                     |                                      | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000       |
|             | OTHER<br>Golf Carts/All Risk Coverage  |               |                                     |                                      | \$1,425,000 Blanket Limit<br>\$500. Deductible  |

|   |  |
|---|--|
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS |  |
|---|--|

Additional Insured: City of Garden Grove; The Garden Grove Willowick Recreational Facility, Inc., a non-profit corporation.

Sam Valentine 8/7/01

|                    |   |                                    |
|--------------------|---|------------------------------------|
| CERTIFICATE HOLDER | X | ADDITIONAL INSURED; INSURER LETTER |
|--------------------|---|------------------------------------|

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL NOT MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

**AUTHORIZED REPRESENTATIVE**

RECORD CORPORATION 1988

POLICY NUMBER: CM004382  
INSURED: Donovan Golf Management

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSOR OF  
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of premises: 3017 West 5<sup>th</sup> Street, Santa Ana, California 92701, Willowick Golf Course
2. Name of Person or Organization: City of Garden Grove and The Garden Grove Willowick Recreational Facility, Inc.
3. Additional Premium: Included

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Reviewed and approved as to insurance language  
and/or requirements.

*Pam Valentine 8/7/01*  
Risk Management

CG 20-11-11-85

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|  |  |  |
|--|--|--|
| <b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>  |  | DATE (MM/DD/YY)<br><b>07/13/2001</b>   |
| PRODUCER (415)982-1012 FAX (415)434-1562<br>San Francisco Ins Center<br>130 Sutter Street Ste 650 <i>Stephanie Padd</i><br>San Francisco, CA 94104 |  | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.                  |
| INSURERS AFFORDING COVERAGE  |  |  |
| INSURED Donovan Golf Mgmt<br><br>C/O Western Hills Golf Club<br>1800 Carbon Canyon Road<br>Chino Hills, CA 91709                                   |  | INSURER A: <b>Unigard Insurance Company</b> <i>AVIII</i><br>INSURER B: <b>Firemans Fund Insurance Company</b> <i>ATTXV</i><br>INSURER C: <b>State Compensation Insurance Fund</b> <i>BTHXIII</i><br>INSURER D:<br>INSURER E: |

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR  | TYPE OF INSURANCE  | POLICY NUMBER  | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|---|--|----------------|----------------------------------|-----------------------------------|---|
| A   | GENERAL LIABILITY  | CM004382       | 11/09/2000                       | 11/09/2001                        | FACH OCCURRENCE \$ <b>1,000,000</b>   |
|   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |                |                                  |                                   | FIRE DAMAGE (Any one fire) \$ <b>50,000</b>   |
|   | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR |                |                                  |                                   | MED EXP (Any one person) \$ <b>5,000</b>  |
|   | <input checked="" type="checkbox"/> Liquor Liability                           |                |                                  |                                   | PERSONAL & ADV INJURY \$ <b>1,000,000</b>   |
|   | <input checked="" type="checkbox"/> Includes OCP                               |                |                                  |                                   | GENERAL AGGREGATE \$ <b>3,000,000</b>   |
|   | GEN'L AGGREGATE LIMIT APPLIES PER  |                |                                  |                                   | PRODUCTS - COM/OP AGG \$ <b>3,000,000</b>   |
| <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG |  |                |                                  |                                   |   |
| A   | AUTOMOBILE LIABILITY   | CM004382       | 11/09/2000                       | 11/09/2001                        | COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>                             |
|   | <input checked="" type="checkbox"/> ANY AUTO                                   |                |                                  |                                   | BODILY INJURY (Per person) \$   |
|   | <input type="checkbox"/> ALL OWNED AUTOS                                       |                |                                  |                                   | BODILY INJURY (Per accident) \$   |
|   | <input type="checkbox"/> SCHEDULED AUTOS                                       |                |                                  |                                   | PROPERTY DAMAGE (Per accident) \$   |
|   | <input type="checkbox"/> HIRED AUTOS   |                |                                  |                                   |   |
| <input type="checkbox"/> NON-OWNED AUTOS  |  |                |                                  |                                   |   |
|   | GARAGE LIABILITY   |                |                                  |                                   | AUTO ONLY - EA ACCIDENT \$  |
|   | <input type="checkbox"/> ANY AUTO  |                |                                  |                                   | OTHER THAN EA ACC \$  |
|   |  |                |                                  |                                   | AUTO ONLY: AGG \$   |
| B   | EXCESS LIABILITY   | XY200096411327 | 11/09/2000                       | 11/09/2001                        | EACH OCCURRENCE \$ <b>20,000,000</b>  |
|   | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE |                |                                  |                                   | AGGREGATE \$ <b>20,000,000</b>  |
|   | <input type="checkbox"/> DEDUCTIBLE  |                |                                  |                                   |   |
|   | <input type="checkbox"/> RETENTION \$  |                |                                  |                                   |   |
| C   | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  | 1591833        | 10/20/2000                       | 10/20/2001                        | <input checked="" type="checkbox"/> VOLUNTARY LIMITS <input type="checkbox"/> OTHER |
|   | E.L. EACH ACCIDENT \$ <b>1,000,000</b>   |                |                                  |                                   |   |
|   | E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>                                 |                |                                  |                                   |   |
|   | E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>                                |                |                                  |                                   |   |
| A   | OTHER Golf Carts/All Risk Coverage   | CM004382       | 11/09/2000                       | 11/09/2001                        | \$1,425,000 Blanket Limit<br>\$500. Deductible                                      |

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

Re: Leased premises at 3017 West 5th Street, Santa Ana, California 92701, Willowick Golf Course.  
 Additional Insured: City of Garden Grove; The Garden Grove Willowick Recreational Facility, Inc., a non-profit corporation.

Reviewed and approved as to insurance language and/or requirements.

*Pam Valentine 8/7/01*

|  |                                     |   |              |
|--|-------------------------------------|---|--------------|
| CERTIFICATE HOLDER   | <input checked="" type="checkbox"/> | ADDITIONAL INSURED; INSURER LETTER  | CANCELLATION |
| The Garden Grove Willowick Recreational Facility, Inc., a non-profit corporation<br>Attn: Priscilla Stiersturfer<br>11222 Acacia Parkway<br>Garden Grove, CA 92840 |                                     | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL <del>NOTIFY BY MAIL</del><br><u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,<br><del>XX</del><br><del>XX</del><br>AUTHORIZED REPRESENTATIVE<br><i>Fred Tagles</i> |              |

ACORD 25-S (7/97)

FAX: (714)741-5205

©ACORD CORPORATION 1988



POLICY NUMBER: CM004382  
INSURED: Donovan Golf Management

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – MANAGERS OR LESSOR OF  
PREMISES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

1. Designation of premises: 3017 West 5<sup>th</sup> Street, Santa Ana, California 92701, Willowick Golf Course
2. Name of Person or Organization: City of Garden Grove and The Garden Grove Willowick Recreational Facility, Inc.
3. Additional Premium: Included

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Reviewed and approved as to insurance language  
and/or requirements.

*Pam Valentine* 8/7/01  
Risk Management

CG 20-11-11-85

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CONSIDERATION OF AGREEMENT WITH DONOVAN GOLF COURSE  
MANAGEMENT FOR THE OPERATION AND MAINTENANCE OF WILLOWICK GOLF  
COURSE (F: 55) (XR: 73.13)

Staff report dated April 24, 2001, was introduced.

The City Manager noted that this matter was discussed at the Council Work Session held in January 2001.

Mayor Broadwater noted that the Willowick Golf Course is the second busiest municipal golf course in Orange County. He further commented that the Clubhouse currently is a disaster, and Donovan, Inc., has been doing a good job operating the course.

It was noted that entering into a revised agreement with Donovan, Inc., for the operation and maintenance of Willowick Golf Course will allow complete reconstruction of the Clubhouse/Restaurant without the City having to provide any of the initial funding. Moreover, the project will be fully funded by increases in green fees over a 20-year period. Under the terms of the agreement, the operator is responsible for obtaining all of the construction financing. Of the total debt paid, including principle and interest of approximately \$2.46 million, the City's share is approximately \$1.5 million and the operator's share is \$944,625.

It was moved by Councilman Leyes, seconded by Councilman Dalton, and carried by unanimous vote, that the Agreement by and between the City of Garden Grove and Donovan Golf Courses Management, Inc., for the operation and maintenance of Willowick Golf Course that allows for the construction and financing of a new Clubhouse/Restaurant, be and hereby is approved; and the Mayor and City Clerk are authorized to execute the agreement.

## City of Garden Grove

### INTER-DEPARTMENT MEMORANDUM

|          |   |       |                                       |
|----------|---|-------|---------------------------------------|
| To:      | George L. Tindall   | From: | Les M. Jones II<br>Matthew Fertal     |
| Dept:    | City Manager  | Dept: | Public Works<br>Community Development |
| Subject: | AGREEMENT WITH DONOVAN, INC. FOR<br>OPERATION AND MAINTENANCE OF<br>WILLOWICK GOLF COURSE |       |                                       |
|          |   | Date: | April 24, 2001                        |

#### OBJECTIVE

To receive City Council approval to enter into a revised agreement with Donovan, Inc. for the Operation and Maintenance of Willowick Golf Course that allows for the construction and financing of a new Clubhouse/Restaurant.

#### BACKGROUND

Over the last several years, there has been increasing concern regarding the condition and need for repair of the Clubhouse/Restaurant at Willowick Golf Course. As owners of the Golf Course, the City is responsible for repairs and upgrades to the Clubhouse. The City's operator, Donovan, Inc., as well as the Orange County Health Department, have contacted the City regarding the need for upgrades and repairs. To identify the necessary repairs and the potential for renovating the existing building, Donovan, Inc. retained an architect that identified the following concerns:

- Over half of the existing structure requires rebuilding because it is out of compliance with the Americans with Disabilities Act. The kitchen, bar, and restrooms were not built with the space allocations for maneuvering and access that buildings are required to comply with today.
- The flammable wood shake roof must be replaced with lightweight concrete tile to comply with the City of Santa Ana Fire Department requirements.
- The masonry construction of the Clubhouse poses a hazard in a seismic event; consequently, a seismic upgrade, potentially requiring extensive reconstruction, is required.
- Due to the age of the building the electrical and plumbing systems need to be replaced to meet current standards.
- The exterior of the Clubhouse requires major reconstruction to eliminate dry-rot and termite damage.
- The replacement of large glass windows, that do not appear to be tempered, is necessary to comply with current building codes.

The Clubhouse was built in the late 1930's and no substantial modifications have been made since that time. Based on the identification of serious access, structural, and aesthetic deficiencies, it has been determined that it would not be a prudent long-term investment to renovate the Clubhouse/Restaurant and would be more cost effective to construct a new building. Therefore, to address the costs of constructing a new Clubhouse, staff has been discussing alternative financing plans with Donovan Inc.

#### DISCUSSION

The estimated cost to construct a new Clubhouse/Restaurant is \$1,431,860. In order to amortize the construction costs over the next 20 years, it is necessary to amend the existing agreement to account for the construction and financing of the new building and to extend the term from 2010 to 2020.

AGREEMENT WITH DONOVAN, INC.

April 24, 2001

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The City does not have \$1,431,860 set aside to rebuild the Clubhouse. As a result, staff has been working with Donovan Inc. to propose a financing mechanism to pay for the improvements through increases in green fees over the next twenty years. Under the terms of the revised agreement, Donovan Inc. will construct on behalf of the City, a new Clubhouse/Restaurant, fairway restrooms, and improvements to the parking lot and adjacent landscape areas. Over a twenty-year period, Donovan Inc. will contribute \$944,625 for the proposed construction. Correspondingly, the City proposes to extend the agreement with Donovan Inc. for an additional ten years.

Donovan Inc. will administer the design and construction of the Clubhouse/Restaurant and related improvements, obtain private financing to fund the construction of the improvements, and pay the debt service. In recognition of this, the City will contribute 21.5% of its 23% share of any increase in gross receipts generated by future increases in green fees, beginning with the effective date of the agreement. However, the City will continue to receive its full share of revenue from cart fees, driving range, pro shop, and food and beverage sales. The City's contribution toward debt service will continue until the debt for the construction of the Clubhouse/Restaurant has been fully retired. Construction on the project will begin by July 1, 2001, and will be complete by June 30, 2002. It should be noted that Donovan Inc. has already processed paperwork to obtain permits to comply with the City of Santa Ana's zoning requirements and that the \$1,431,830 construction cost includes costs associated with compliance.

In addition to including revisions that allow for construction and financing of the new Clubhouse/Restaurant and related improvements, the revised agreement also includes modifications that clarify responsibility for environmental compliance and liability with the Course operator, require more stringent maintenance standards, and reformat the agreement to facilitate administration and comprehension.

FISCAL IMPACT

Entering into a revised agreement with Donovan Inc. for the operation and maintenance of Willowick Golf Course will allow complete reconstruction of the Clubhouse/Restaurant without the City having to provide any of the initial funding. Moreover, the project will be fully funded by increases in green fees over a twenty-year period. Under the terms of the agreement, the operator is responsible for obtaining all of the construction financing. Of the total debt paid, including principle and interest of approximately \$2.46 million dollars, the City's share is approximately \$1.5 million and the operator's share is \$944,625.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached agreement with Donovan Inc. for the Operation and Maintenance of Willowick Golf Course.
- Authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

  
LES M. JONES II  
Director of Public Works

  
MATTHEW FERTAL  
Director, Community Development

By:   
Maria Stipe  
Sr. Administrative Analyst

Attachment: Agreement

RECOMMENDED FOR APPROVAL:

  
George L. Tindall  
City Manager

**WILLOWICK GOLF COURSE  
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT ("Agreement") is made as of this 15<sup>th</sup> day of May, 2019 by and between BILLY CASPER GOLF, LLC ("BCG"), a Virginia limited liability company, having an address at 12700 Sunrise Valley Drive, Suite 300, Reston, VA 20191 and the CITY OF GARDEN GROVE ("Owner"), a California municipal corporation, having an address at 1222 Acacia Parkway, Garden Grove, CA 92840.

WHEREAS, Owner owns certain real property commonly known as Willowick Golf Course, currently an 18-hole golf course, clubhouse, driving range and other amenities located at 3017 W 5th St, Santa Ana, CA 92703 (the "Club"); and

WHEREAS, Owner recognizes the benefit of engaging a third-party management company to manage the affairs of the Club; and

WHEREAS, BCG is in the business of managing golf courses and clubs; and

WHEREAS, Owner desires to utilize the services and experience of BCG in connection with the management and operation of the Club, and BCG desires to render such services, upon the terms and conditions set forth in this Agreement; and

WHEREAS, BCG intends to form a wholly-owned single-purpose subsidiary entity registered to do business in the state of California, Willowick Golf Management, LLC, ("WWGM") for the purpose of performing some or all of the services outlined herein; and

WHEREAS, nothing in this Agreement shall be construed or interpreted to mean that BCG and WWGM are alter egos of each other; and

WHEREAS, the parties hereto acknowledge and agree that the formation and performance of WWGM shall not relieve BCG or Owner from any of their respective duties, obligations, and responsibilities set forth herein;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties contained herein it is mutually agreed to as follows:

1. **DEFINITIONS.** The following terms, as used in this Agreement, shall have the following meaning, unless otherwise set out in this Agreement.
  - A. Annual Budget and Program: Documents presented by BCG for the operation of the Club to the Owner as part of the Owner's annual budget process, including but not limited to the following: Annual Business Plan and Operating Budget, Agronomic Plan and Marketing Plan.
  - B. BCG: Billy Casper Golf, LLC. a Virginia Limited Liability Company.
  - C. Fiscal Year: July 1<sup>st</sup> to June 30<sup>th</sup>.
  - D. Gross Revenue: All revenues and income of any nature derived directly or indirectly from the Club or from the use or operation thereof, including green fees, gross sales proceeds from the sale of green fees, memberships or annual passes to the Club, monthly dues from annual pass holders of the Club, rental fees for golf carts, golf clubs and other rental items, net lesson fees, range balls, food and beverage revenues (including mandatory service charges, revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments and other group gatherings) merchandise sales, and the proceeds paid for any business interruption, use, occupancy or similar insurance policy claim.



Excluded from "Gross Revenue" are any credits or refunds made to customers, guests or patrons; any sums and credits received by Owner for lost or damaged merchandise; any sales taxes, excise taxes, gross receipt taxes, admission taxes, entertainment taxes, amusement taxes, tourist taxes or charges; any proceeds from the sale or other disposition of the Club, Furniture, Fixtures & Equipment (FF&E), or other capital assets; any property and/or liability insurance proceeds; any proceeds of financing or refinancing of the Club; amounts contributed by Owner pursuant to the terms of this Agreement and Income or interest derived from the Club bank account. Gross Revenues shall be determined on an accrual basis and in accordance with generally acceptable accounting principles ("GAAP").

- E. Minimum Funds Balance: The minimum dollar amount of the budget for all Operating Expenses for each month for the Club, as set forth in the Annual Budget and Program approved by the Owner. At no time shall the Minimum Funds Balance be less than Thirty thousand dollars (\$30,000).
  - F. Net Operating Income: Gross Revenue minus Operating Expenses.
  - G. Operating Expense: All of the costs attributable to the operation of the Club, including but not limited to: Base Management Fees, Incentive Management Fees, payroll, payroll taxes, benefits, all employee related costs arising out of the employee – employer relationship to include post-employment costs, insurance, supplies, marketing materials, services, utilities, merchandise, food and beverage procured for resale, maintenance and repair of equipment and buildings, service agreements, golf cart and equipment lease payments including any buyout or early termination costs related to the termination of this Agreement, and real and personal property taxes levied on the Club.
  - H. Club: 18-hole public golf course owned by the Owner and commonly known as Willowick Golf Course, which includes the clubhouse, driving range and other amenities located in Santa Ana, CA.
  - I. WWGM: Willowick Golf Management, LLC, a wholly-owned subsidiary of Billy Casper Golf, LLC registered to do business in California, formed to perform some or all of the services at the Club.
  - J. Working Capital: Funds utilized to pay Operating Expenses of the Club.
2. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon May 15, 2019 ("Effective Date"), and unless terminated as provided for herein, shall expire five (5) years from the Effective Date ("Initial Term") on June 30, 2024, and thereafter shall renew for two successive periods of three (3) years (each such period being an "Extension Term") upon written mutual agreement by Owner and BCG no later than one hundred twenty (120) days prior to the expiration date of the term immediately preceding the possible Extension Term.
3. **APPOINTMENT OF BCG AS MANAGER.** From and after the Effective Date, Owner hereby grants to BCG the right, subject to Owner's input, to supervise and direct the management and operation of the Club for and on the account of Owner. BCG hereby accepts said grant and agrees that it shall supervise and direct the management and operation of the Club, all pursuant to and in accordance with the terms of this Agreement, and Owner shall reasonably cooperate so as to permit BCG to carry out its duties hereunder.
4. **BILLY CASPER GOLF, LLC SERVICES.** Services rendered by BCG to Owner shall be as follows: Subject to the terms of this Agreement, BCG, as an independent contractor, shall have the sole and exclusive right to operate and manage the Club. Owner and BCG agree that they shall cooperate reasonably with each other to permit BCG to carry out its duties under this Agreement. BCG shall have the responsibility and authority to provide general operational management services for the Club, including, without limitation, the following services:

- A. Employees. All personnel employed at the Club shall at all times be employees of WWGM. WWGM shall, as an Operating Expense of the Club, hire, discharge, promote, supervise, direct and train all WWGM employees at the Club, fix their compensation and fringe benefits, and, generally, establish and maintain all policies relating to employment and employment benefits. Compensation of WWGM's employees shall be comparable to other municipal-owned golf courses of similar size, unless specifically approved by Owner's City Manager or designee, taking into consideration recognizable differences in scope of work and cost of living at other golf courses. The employees hired to perform the services required hereunder shall be properly qualified for their positions and duties. All employees of WWGM, other than salaried management staff, shall use a time sheet to keep track of the hours worked.

If an employee of BCG or an affiliate of BCG that is not employed at the Club is assigned temporarily or on a part-time basis to perform services at the Club, such employee's salary equal in proportion to the period of time such employee dedicates to the Club, and actual expenses incurred traveling to and from the Club, shall be an Operating Expense of the Club.

Owner shall not, without the written consent of BCG, offer employment to, hire or employ any BCG or WWGM employee or individual who has been a BCG or WWGM employee at any time during the six (6) month period prior to the proposed offer of employment or hiring by Owner. The obligations under this paragraph shall remain effective from the Effective Date through a period of one (1) year after the termination of this Agreement.

- B. Inventory – Merchandise and Items for Re-sale. BCG shall, as an Operating Expense of the Club, obtain merchandise for the pro shop at the Club and food and beverage items, all in accordance with the Annual Budget and Program.
- C. Supervision. BCG shall supervise and manage all day-to-day operations of the Club to include starting services, course marshals, golf pro shop, building and course maintenance, security, cart rental, driving range, food and beverage service, golf instruction, membership sales efforts, practice facilities, administration, management and other ancillary services at the Club.
- D. Equipment. BCG shall, as an Operating Expense of the Club, procure and maintain all equipment necessary and appropriate for the profitable and efficient operation of the Club, all in accordance with the Annual Budget and Program.
- E. Licenses and Permits. BCG shall, as an Operating Expense of the Club, procure and maintain all licenses and permits necessary for the operation of the Club including related to food preparation and sale of alcoholic beverages as permitted by law.
- F. Policies. BCG shall determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Club and all matters affecting customer relations, including the management of all course reservations, tee times and tournaments.
- G. Purchasing and Procurement. BCG shall, as an Operating Expense of the Club, acquire all goods and services necessary to carry out BCG's duties and responsibilities set forth in this Paragraph 4, including operating supplies, operating equipment, and inventories as are deemed necessary by BCG and/or Owner to the normal and ordinary course of operation of the Club and to operate the Club in accordance with the Annual Budget and Program. In purchasing operating supplies, operating equipment, inventories (including merchandise to be sold in the golf shop) and services for the Club, BCG may utilize its purchasing procurement services and/or other group buying techniques involving other clubs managed by BCG, provided that the cost thereof shall be competitive. BCG may

receive and retain a minor fee or other compensation from vendors and service providers in exchange for BCG's services in making the benefit of volume purchases available to the Club or negotiating and implementing the arrangements with such vendors or providers, provided that any fee or compensation paid to BCG is separate and apart from any discounts or pricing off invoice available to the Club. **Any available discount, rebate, fee or compensation which is directly attributable to the purchases made by BCG for the operation of the Club shall be remitted directly to the Club from the vendor.**

- H. Consultation. Except as provided in Paragraph 4A pertaining to the assignment by BCG and WWGM of personnel, BCG shall, as part of its services hereunder and without additional compensation, make its staff available to Owner upon request for consultation regarding the Club, including, but not limited to capital improvements or projects which may include modifications to the vertical structures or golf course.
- I. Marketing. BCG shall create, direct, and implement an annual marketing plan for the Club as part of the Annual Budget and Program. The marketing plan for the Club will include a market analysis, a summary of golf programs to include rates, membership structure (if applicable), and strategies for increasing acquisition, engagement and yield with the purpose of achieving the budgeted financial goals and other marketing-related goals for all Club departments.

BCG shall, as an Operating Expense of the Club, as part of its standard marketing operation, obtain and manage:

1. Marketing systems, including internet (web site, e-mail, e-commerce); electronic tee sheet program (reservation system, customer database, POS); credit card processing; and branding materials (graphic design, collateral, photography);
2. Customer acquisition programs, including advertising (print, electronic, display); direct marketing (direct mail, broadcast e-mail); promotional offers; and community and vendor partnerships and sponsorships;
3. Customer retention programs, including special events and programs; promotional offers; and membership events and programs;
4. Sales programs, including outing, membership, and event sales management; and
5. Quality assurance programs, including customer surveying; 'secret shopper' on-site visits and telephone sales calls;
6. Web site development, management and hosting (via the Billy Casper Digital Network – a proprietary web hosting and content management system);
7. Social media and online reputation management (via various third party and proprietary tools;
8. Creative design services (via BCG's in-house design firm).

Certain of these programs in items 6, 7 and 8 above will result in incremental charges that will be designated as "Centralized Services" defined in paragraph 7F below. In accordance with BCG policy, these charges will a) be approved as part of the annual budgeting process and b) without markup and profit to BCG.

BCG shall coordinate and oversee all third-party contractors' work in connection with the production and implementation of these programs. BCG shall also include, as appropriate, the Club as a participant in BCG-shared marketing programs, including regional and national advertising and promotions, round sharing and referrals through the reservation system, and use of the name and mark 'Managed by Billy Casper Golf.'

Furthermore, the Club shall be included in BCG's shared marketing database. This database is an aggregated customer database for all participating clubs and other BCG owned marketing efforts (such as World's Largest Golf Outing, Women on Course, Buffalo Communications). Participating clubs can target customers in the database based on a



variety of demographic attributes (location, age, behaviors, etc.). To participate, the Club must "share" its own database with the larger cooperative. All customer information will remain "blind" to other clubs. The Club may opt out of the shared marketing database by checking this box: ☐

All advertising fees and promotional fees paid by third parties to the Club shall belong to and constitute Gross Revenues of the Club.

J. Accounting. BCG or WWGM, as appropriate under separate agreements, shall pay all vendors of the Club subject to the availability of funds in the Bank Account after payment of the Management Fee and, when applicable in accordance with the terms of the Agreement, the Management Incentive Fee. BCG shall provide separate budgeting, bookkeeping and reporting services to Owner for the Club. Copies of all books and records shall be kept at the Club. All books, records, software, data, programs, manuals and the like shall remain the property of Owner and BCG shall be entitled, but not obligated, to keep a copy of said books, records, software, data, programs, manuals and the like for its own records as it desires.

1. Reporting. BCG shall prepare and deliver to Owner, in accordance with BCG standard procedures and format, on an accrual basis and generally accepted accounting principles (GAAP):
  - a. Regular monthly and annual financial statements which shall include a year-to-date balance sheet, income and expense statement, and cash flow, including all itemized Operating Expenses for that month and itemized Gross Revenues for that month (itemizing each source of Gross Revenues including, without limitation, green fees, annual fees, golf cart rentals, pro shop sales, food and beverage sales, lesson fees, nonrefundable tournament rent reservations and driving range operations);
  - b. Check register or equivalent report.
2. Upon Owner's request, BCG shall provide all accounting data and reports in electronic form. BCG shall not be responsible for the accounting or tax reporting requirements of the Owner, including but not limited to, the depreciation, amortization or addition of assets and equipment, Owner's equity, debt service principal, loan amortization, accounting treatment relating to any full or partially refundable membership initiation fees or deposits, or payment of any invoices which relate to a period prior to the Effective Date. Owner shall provide BCG opening entry data for the balance sheet within 15 days of the Effective Date.
3. Final monthly operating statements shall be furnished to Owner by the 20<sup>th</sup> day following the last day of each month, and annual operating statements shall be furnished by the 45<sup>th</sup> day following the last day of each fiscal year. At Owner's discretion, the annual operating statement shall be audited and prepared by a certified public accountant chosen by Owner, the cost of which shall be an Operating Expense of the Club. This audit shall be performed at the Club site, and BCG shall make every reasonable effort to comply with the auditor's requests.
4. Annual Budget and Program. BCG shall prepare and deliver to Owner no later than November 1<sup>st</sup> of each year (except for the first full or partial fiscal year when BCG shall prepare and deliver to Owner no later than thirty (30) days after the Effective Date) for the following fiscal year: (a) an Annual Operating Budget, including revenues and operating expenses and labor burden (to include rates of pay, incentive or commission structures) for each department of the Club; a

merchandise buying plan for the pro shop; a comparison to the annual operating budget for the immediately preceding year and a projection of anticipated monthly revenues and expenses and cash flows for the Club for the following fiscal year, including, without limitation, a reasonable contingency and anticipated Working Capital requirements for the Club for the year; (b) a recommended capital expenditures budget for the next fiscal year; (c) a Policies and Procedures Outline for the Club, including, without limitation, operating policies, proposed hours of operation, policies related to complimentary golf course and Club use by Owner's representatives and employees, standards for operations and quality of service standards; (d) an Agronomic Plan including staffing assumptions, chemical and fertilization applications including planned agronomic practices; (e) Marketing Plan as described in Paragraph 4G (collectively, the "Annual Budget and Program"). BCG and Owner shall use their mutual best efforts to agree upon the Annual Budget and Program for the following year on or before Fiscal Year end. **Owner shall have the final approval and final decision-making authority over the Annual Budget and Program.** Owner shall provide BCG written confirmation of its approval of the Annual Budget and Program within thirty (30) days of BCG's submission of the Annual Budget and Program to Owner. If the Owner does not provide the written approval or rejection within the aforementioned thirty (30) day period, the Annual Budget and Program shall be deemed approved.

Owner acknowledges that the financial and operational performance of the Club could be affected by circumstances or events beyond BCG and/or WWGM's control. BCG shall not be deemed to have made any guarantee, warranty, or representation with the Annual Budget and Program. Under no circumstances shall Owner have any claim or cause of action against BCG in the event that the financial goals, targets, and benchmarks established in the Annual Budget and Program are not met or achieved.

Each party may, from time to time, propose to the other party, in writing, during the course of the year, such changes or amendments to the Annual Budget and Program as such party may consider necessary or appropriate, and BCG and Owner shall use their mutual best efforts to act upon such proposal within thirty (30) days after such proposal is made provided any such change or amendment shall be subject to Owner's prior written approval. If the Owner fails to provide written approval or rejection of BCG's proposed changes or amendments to the Annual Budget and Program within thirty (30) days after such proposal is made, said changes shall be deemed approved. BCG shall secure the prior approval of Owner for total expenditures which exceed the total expenditure amount approved in the Annual Budget and Program, however, as necessary, (i) BCG has the ability to allocate funds from individual expense line item to another expense line item within the Annual Budget and Program, and (ii) expenditures which will exceed any line item in the Annual Budget and Program by Ten Thousand Dollars (\$10,000), so long as all such expenditures do not exceed Fifty Thousand Dollars (\$50,000) in the aggregate for the entire Annual Budget and Program, except for expenditures necessary in the event of emergencies for which prompt notice will be given to Owner.

5. Payroll and Benefits. BCG, on behalf of WWGM, shall establish, administer, and maintain the payroll procedure and systems for the WWGM employees at the Club and shall be responsible for overseeing the benefits to, and handling the appropriate payroll deductions for, individual employees. Benefits will be limited to vacations, sick leave, medical insurance coverage, and 401(k) plan, as approved by Owner pursuant to the Annual Budget and Program. All employees of the Club shall be employees of WWGM, and WWGM shall comply with applicable Federal and State employment laws.

6. Vendor Accounts. If necessary, BCG shall coordinate with Owner and appropriate vendors to establish any new vendor accounts with appropriate credit limits applied for on behalf of and in the name of the Owner. BCG and/or WWGM shall act as Agent for the Owner with regard to payment of vendors, and Owner accepts full responsibility to pay all vendors who provide goods and/or services to or on behalf of the Club. All such contracts, leases and financing agreements shall be approved by the Owner.
- K. IT Services. BCG shall create, direct, and implement activities IT functionality, in a safe and stable manner, for the Club. BCG shall, as an Operating Expense of the Club, obtain and manage:
  1. Networking infrastructure. The hardware and software resources of an entire network that enable network connectivity, communication, operations and management of a computer environment. The entire network infrastructure is interconnected, and can be used for internal communications, external communications or both. The entire network infrastructure may include routers, switches, wireless routers, cables, network operations and management software, operating systems, firewall and network security applications, network connectivity (cable, T-1 Lines, DSL, satellite, wireless, IP addressing, etc.)
  2. Telephone Systems. The electronic transmission of voice, fax, or other information between parties including the use of **VoIP** (voice **over Internet Protocol**) for the delivery of voice communications over the Internet. This includes voice, fax, SMS, and/or voice-messaging applications that are transported via a network.
  3. Hardware and Software to include the physical components that make up a computer system and then the software that runs on those physical components.
  4. Virus and Malware Protection software designed to prevent viruses, worms and Trojan horses from getting onto a computer as well as remove any malicious software code that has already infected a computer.
  5. Network Intrusion Protection software application that monitors network or system activities for malicious activities. Intrusion detection and prevention systems are primarily focused on identifying possible malicious incidents, logging information about them, and reporting attempts.
  6. Network Monitoring is the use of a system that constantly monitors the computer network for slow or failing components and notifies the network administrator (via email, SMS or other alarms) in case of outages.
    - i. PCI Compliance. BCG will review the network and work with Owner as part of the start-up and transition process in order to determine necessary steps to achieve compliance with the Payment Card Industry Data Security Standards ("PCI DSS") at the Club. PCI DSS is a set of requirements designed to ensure that all companies that process, store or transmit credit card information maintain a secure environment with focus on improving payment account security throughout the transaction process.
  7. IT Service Reimbursement As part of the Annual Business Plan there shall be a monthly support fee for the remote support of the IT services as referenced. If the issue cannot be resolved remotely and requires BCG corporate based personnel to be on site at the Club BCG IT Services shall be paid an amount equal to One

hundred dollars (\$100.00) per hour and necessary hardware upgrades/software installation without mark-up or profit to BCG.

BCG shall coordinate and oversee all third-party contractors' work, if cost effective and appropriate, in connection with the implementation of these programs.

L. Operating Expenses and Owner's Remittance.

1. Minimum Funds Balance. At the end of each calendar month, after paying the Operating Expenses of the Club, beginning with the Management Fees (including Base Management Fees and Incentive Management Fees), and other expenses authorized by Owner, BCG shall remit directly to Owner all amounts (if any) then in the Operating Account (as hereinafter described) in excess of the Minimum Funds Balance (as hereinafter described) by wire transfer or on line transfer to an account as Owner may from time to time designate by written notice to BCG (the "Owner's Remittance").

As used herein, the Minimum Funds Balance for the Club shall be defined as the dollar amount of the total budget for all Operating Expenses (as set forth in the Annual Budget and Program) for the month following the current month within the Term of the Agreement. At no time shall the Minimum Funds Balance be less than Thirty thousand dollars (\$30,000).

2. Operating Expenses. BCG shall pay all Operating Expenses for the Club on behalf of Owner from the Operating Account which expenses shall include, but not be limited to, Management Fees (including Base Management Fees and Incentive Management Fees), payroll, payroll taxes, benefits, all employee related costs including post-employment costs, insurance, supplies, marketing materials, services, utilities, maintenance and repair to equipment and buildings, service agreements, golf cart and equipment lease payments including any buyout or early termination costs related to the termination of this Agreement and real and personal property taxes levied on the Club. BCG will collect from and remit on behalf of Owner, sales, use, value-included and excise taxes on sales and rentals at the Club. Owner is required to ensure that sufficient Working Capital is present in the Operating Account to enable BCG and/or WWGM to pay, on behalf of Owner, all Operating Expenses. In all events, Owner is responsible to pay all Operating Expenses in the event BCG or WWGM is unable to pay all or any part of the Operating Expenses for any reason. BCG will not pay Federal or State income taxes levied on Owner. Under no circumstances shall BCG or WWGM be liable for Federal, State, or local taxes of any kind whatsoever levied against Owner or the Club in relation to Club ownership, leasing, or operations.
3. Initial Funding. Until such time as the Annual Budget and Program are approved by Owner, Owner gives BCG approval to operate the facility in accordance with this Agreement and in BCG's best judgment after consultation with Owner. Owner shall provide initial funding in the amount of Thirty thousand dollars (\$30,000) for operations prior to approval of the Annual Budget and Program (the "Initial Funding") and shall at all times ensure that the Minimum Funds Balance is maintained in the Operating Account upon contract execution. If operating revenues are insufficient to cover expenses, upon BCG's notifying Owner of such operating revenue shortfall, Owner shall have twenty (20) days to deposit into the Operating Account the funds necessary to cover such deficits and to restore the Minimum Funds Balance. Owner further shall be responsible to pay all late fees, interest, and other amounts charged by vendors and other parties who supply labor, services or materials to the Club and to whom such amounts are owed, in

the event that BCG was unable to pay such vendors on time due to a shortfall in the Operating Account.

- M. Owner's Meeting. BCG shall, periodically, consult with the Owner regarding the Club and its operations at a reasonable time, date and place designated by Owner.
  - N. Limitations. BCG shall obtain Owner's prior written approval for (i) contracts in excess of ten thousand dollars (\$10,000), (ii) contracts in excess of twelve (12) months in duration unless the same can be terminated upon thirty (30) days written notice without cost or fee to Owner, and (iii) contracts with affiliates of BCG.
  - O. Assignment of Operations. Forty-five (45) days after the applicable termination effective date of this Agreement, BCG and/or WWGM, as appropriate, shall assign to Owner or Owner's designee, and Owner or Owner's designee shall accept said assignment of, all operating accounts, vendor accounts, inventory, accounts receivable, and accounts payable, which transfer shall be completed upon BCG and/or WWGM receiving all fees due pursuant to this Agreement.
5. **BANK ACCOUNT.** Owner will establish and maintain a bank account in Owner's name at a bank of Owner's choosing (the "Operating Account") for the purposes of accepting daily deposits of the Gross Revenues. The funds in the Operating Account, and all interest thereon, are the property of Owner. BCG shall pay the Operating Expenses of operation of the Club using the check-writing privileges and direct debit services associated with the Operating Account; provided that such expenses are included in the approved Annual Budget and Program and provided further that no payment for more than \$15,000 shall be made from the Operating Account without the express consent of the City Manager or designee except for payroll expenses. BCG and/or WWGM's payroll provider may debit the Operating Account for the regular payroll expense. Additionally, Owner shall have the right, in its sole discretion, to approve the person or persons who shall have the authority to sign checks for BCG. Owner shall provide BCG duplicate copies of all bank statements by the tenth (10<sup>th</sup>) day of the month, to the extent that statements are not directly available to BCG.
6. **DEPOSITS AND PAYMENTS.** Cash on hand for register tills, petty cash, and the change bank shall not exceed \$5,000, and shall be deposited in the on-site safe nightly. Daily deposits shall be reconciled to the Point of Sale daily transaction reports on a daily basis. The consolidated Point of Sale daily transaction reports will be made available to City Manager as requested. BCG will arrange for armored car pick-up service on a regularly scheduled basis. BCG shall be responsible for having all deposits prepared and ready for the scheduled armored car pick-up at the assigned time. Net revenue overages are deemed revenue at the end of the Fiscal Year. BCG shall be responsible for any returned checks/credit cards, unless BCG shows that it followed proper protocols in accepting the check, e.g. checking for identification. BCG shall pay all budgeted Operating Expenses (or other costs as approved in advance by City Manager) from the Operating Account. Payment of all legitimate claims shall be made in a timely manner.
7. **INSURANCE.** BCG shall secure and maintain a separate general liability, crime, D & O, and workman's compensation insurance coverage for the Club as set forth in Exhibit A, provided BCG has continued access and control of the property constituting the Club. These coverages, limits and deductibles set forth in Exhibit A are subject to change each policy year. BCG shall provide written notice to owner in the event of a coverage, limit, and/or deductible change.

Owner shall notify BCG in writing if Owner desires to have any property insured through BCG Master Insurance policy. The written notice must be delivered to WWGM such that it is received by BCG 30 days prior to the effective date of such coverage. Owner shall be liable for the payment of the premiums of said insurance for so long as Owner shall own the Club during the term of this Agreement. The coverage shall be terminated upon termination of the Agreement.

Such policies shall name BCG, WWGM, Owner, and any applicable third parties as additional insureds under such policies. All insurance policies required hereunder shall contain a provision requiring the insurer to notify BCG, WWGM, Owner and other named insureds at least thirty (30) days in advance of any cancellation or termination of such policy and satisfactory waiver of subrogation provisions. BCG's secured coverages shall not include D & O coverage for Owner. Except as provided for elsewhere in this Paragraph, BCG shall be responsible for securing and maintaining all of the insurance policies required hereunder, provided, however, that BCG shall have no obligation to pay such premiums from its own funds. BCG shall obtain competitive bids for the coverage each year. BCG contemplates that it will secure such insurance as a part of a blanket policy; the premiums attributable to the Club shall be determined by making a reasonable allocation based on the relation of the amount of insurance carried for the Club to the total policy amount provided for other BCG clubs in the blanket policy, and the blanket policies shall have coverage in the amounts set forth in **Exhibit A**. These coverages, limits and deductibles are subject to change each policy year. BCG shall provide written notice to Owner in the event of a coverage, limit, and/or deductible change. The premiums for any and all such policies shall be paid from the Operating Account to be provided by Owner pursuant to Paragraph 5 hereof and in accordance with the Annual Budget and Program, or by Owner in the event there is insufficient Working Capital available.

## **8. COMPENSATION AND FEES.**

- A. **Base Management Fee.** For its services hereunder, BCG shall be paid a Base Management Fee (the "Base Management Fee") of Seven thousand five hundred dollars (\$7,500.00) per month. The Base Management Fee shall be payable on the fifth day of each month from the Operating Account. The Base Management Fee shall be a net fee to BCG and shall not include Club expenditures as provided for in this Paragraph 8 or any other Operating Expenses. Commencing on January 1, 2020, and for each subsequent year and possible Extension Term thereafter, the Base Management Fee shall increase by an amount equivalent to the previous year's annual Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim area, not to exceed three-percent (3%).
- B. **Incentive Management Fee.** In addition to the Base Management Fee, BCG shall be entitled to earn an Incentive Management Fee for each full Fiscal Year during the Term. For Fiscal Year 2019 and each year thereafter, BCG shall receive an amount calculated as ten percent (10%) of the positive Net Operating Income in excess of two hundred fifty thousand dollars (\$250,000) (the "Incentive Management Fee"). Notwithstanding anything to the contrary in this Paragraph 8, the Incentive Management Fee earned by BCG in any Fiscal Year shall not exceed Thirty five percent (35%) of the Base Management Fee paid to BCG for that Fiscal Year. The Incentive Management Fee earned for a Fiscal Year shall be paid no later than seventy-five (75) days after the Fiscal Year end of the Fiscal Year immediately following the Fiscal Year for which it is calculated and in which it was earned.

All Base Management Fees and Incentive Management Fees during the term shall be paid to BCG from the Operating Account as Operating Expenses. Owner shall pay directly to BCG any fees not payable until after the expiration or termination of this Agreement. Any Base Management Fee not received by the fifth (5th) day of the month, any Incentive Management Fee not received within seventy-five (75) days after the Fiscal Year end, and any other sums due under this Agreement and not paid when due (including, but not limited to reimbursement for Centralized Services as defined in Paragraph 8F below and Operating Expenses) shall be delinquent (hereafter, "Past Due Amount") and subject, without notice or demand, to late fees and interest as follows:

1. **Late Fee.** A late fee of Five Percent (5%) of the amount due shall be added to and shall become a part of any Past Due Amount.

2. Interest. Any Past Due Amount not received within ten (10) days of its due date shall bear interest from the date payment was due until the date paid in full at the then-current judgment rate of interest of the State of California.
  3. Collection Fees and Costs. In the event any Past Due Amount is not received within ten (10) days of its due date, Owner shall pay to BCG or WWGM, as appropriate, all costs of collection, including reasonable attorneys' fees.
- C. Start-up Travel. For changes requested by Owner, during the initial ninety (90) days of the agreement, BCG's IT, Human Resources, and Regional Support corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with the start-up and transition of the Club to BCG. Such reimbursement shall not exceed six thousand dollars (\$6,000).
- D. Ongoing Travel. After the Start-up Travel period of 90 days - BCG's corporate based employees shall be reimbursed for all reasonable travel-related expenses, including airfare, automobile (mileage reimbursement or rental car), lodging, and meals, in connection with its services hereunder pursuant to the approved line item in the approved Annual Budget and Program, provided that any such expenses shall be appropriately allocated among other facilities benefited by such travel. BCG shall provide documentation of all expenses in a form acceptable to Owner. Such reimbursement shall not exceed six thousand dollars (\$6,000) per Fiscal Year.
- E. Owner's Review. BCG's services herein shall include management and oversight of the turn-key accounting function as set forth in Paragraph 4J, and upon reasonable notice (which may be verbal) representatives of Owner shall have the right, at any time during normal business hours, to review all of BCG's books and records including the general ledger, accounts payable, income statement, balance sheet, and budget variance reports relating to the Club including, without limitation, BCG's work papers related to BCG's preparation of operating statements. All expenses related to any such review shall be borne exclusively by Owner unless such review reveals an overpayment of any fees or other amounts in which case BCG shall pay for the review. Owner's exercise of its right of review or to dispute any fee or expense reimbursement claimed by BCG shall not delay payment of the undisputed portion thereof by Owner within the time frames set forth herein. Payment by Owner of a fee or other amount hereunder shall not constitute a waiver of Owner's right to subsequently dispute the amount thereof. If Owner and BCG determine that any portion of the Base Management Fee or any other amount was improperly paid to BCG, BCG shall refund such improperly paid fee together with interest thereon from the time when such fee was paid to BCG. If there is any dispute between the parties regarding whether or not any payments of the Base Management Fee or any other amount were proper, such disputes shall be resolved by a court of competent jurisdiction as set forth in Paragraph 15D.
- F. Centralized Services. BCG may cause to be furnished to the Club certain services ("Centralized Services") which, in BCG's experience, are able to be furnished in a more cost effective and efficient manner on a central or regional basis to golf facilities managed by BCG. The costs to provide such services shall be aggregated and billed to the clubs by BCG rather than via a third-party vendor. Centralized Services shall be approved as part of the Annual Budget and Program. BCG represents that this reimbursement amount shall consist of an amount not exceeding the actual cost of the services without mark-up or profit to BCG including salary and employee benefit costs, cost of equipment used in performing such services, and overhead costs of the home office or any regional or other local office providing such services.
9. **CAPITAL EXPENDITURES.** The cost of all Capital Improvements shall be deemed to include any item purchased in connection with the operation of the Club which:

- A. Has an economic useful life in excess of one (1) year, and
- B. Has a cost in excess of two thousand five hundred dollars (\$2,500).

All Capital Expenditures for Capital Improvements shall be the responsibility of Owner and all decisions as to whether or not to undertake any capital improvements projects or otherwise in respect of any capital improvements shall be made by Owner in consultation with BCG.

#### 10. **DEFAULT AND REMEDIES.**

- A. Owner Default. The following shall constitute an event of default ("Event of Default") by Owner under this Agreement:

- 1. Failure to timely pay BCG any fees, compensation, or reimbursement due BCG pursuant to this Agreement;
- 2. Failure to timely provide Initial Funding, Minimum Funds Balance, and/or Working Capital;
- 3. Failure by Owner to perform any material obligation set out in this Agreement, including, but not limited to, failing to consult with BCG regarding budgets or capital improvements and failing to cooperate in good faith with BCG regarding budgets or capital improvements;
- 4. Assignment by Owner for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization; or
- 5. Interference or lack of cooperation by Owner which hinders or renders BCG and/or WWGM unable to fulfill its obligations under this Agreement as objectively determined by BCG.

- B. BCG Default. The following shall constitute an event of default ("Event of Default") by BCG under this Agreement:

- 1. Failure to maintain the amenities of the Club in an objectively reasonably good condition, not including failures resulting from abnormal weather conditions, acts of God, or other events or conditions beyond the reasonable control of BCG;
- 2. Failure to operate the Club in accordance with the approved Annual Budget and Program;
- 3. Failure of BCG to perform any material obligations set forth in this Agreement; or
- 4. Assignment for the benefit of its creditors, or becoming a party for more than thirty (30) days to any voluntary or involuntary insolvency proceedings or bankruptcy proceedings or reorganization.

- C. Notice and Cure. When either party to this Agreement believes that the other party (the "Defaulting Party") has committed an Event of Default, it shall give written notice thereof to the Defaulting Party. The written notice must clearly state that it is a notice of default and provide a detailed description of the alleged default. The written notice will not be deemed a proper notice until sufficient detail to clearly and fully inform the Defaulting Party of the alleged default is provided. The Defaulting Party shall have ten (10) calendar days from the date of the proper notice to cure the default unless the default is a non-monetary default and, due to



weather, growing conditions or other factors beyond the reasonable control of the Defaulting party, requires more time to cure. In order to qualify for a longer cure period, the Defaulting Party must earnestly begin to cure within thirty (30) calendar days from the date of the notice to cure and diligently pursue such cure. In no event will the Defaulting Party have more than sixty (60) days from the date of the notice in the aggregate to cure a non-monetary default. Notwithstanding anything to the contrary, neither Owner nor BCG shall be entitled to any further notice and cure period for a default in the event (i) that same default occurs more than two (2) times in any twelve (12) month period and (ii) two (2) previous proper notices and cure periods were provided to the Defaulting Party for that same default.

- D. Rights upon Default. If the Defaulting Party does not cure the default within the grace period provided in Paragraph 10C above, the party complaining of the default (the "Complaining Party") may terminate this Agreement. To terminate this Agreement for default, the Complaining Party must issue a written notice of termination to the Defaulting Party clearly stating the basis for the termination and the Defaulting Party's failure to cure the alleged default (the "Default Termination Notice"). The termination shall be effective thirty (30) days after the date of the Default Termination Notice, provided such notice was properly delivered (the "Default Termination Effective Date"). At any time after the Default Termination Effective Date and within the applicable statute of limitations, the parties may pursue all rights and remedies available in law or equity, including payment of accrued amounts pursuant to Paragraph 8 hereof. Notwithstanding any contrary provisions herein, BCG's rights to recover damages from Owner shall be limited to the sum of (i) accrued and unpaid Base Management Fees and Incentive Management Fees as of the applicable termination effective date, and other amounts due hereunder, including, if applicable, all amounts to fully pay all sums due to third party vendors who provided goods or services to the Club, along with all accrued late fees, interest, and any attorney's fees and costs incurred in collecting or attempting to collect such unpaid amounts; (ii) actual damages for damages sustained prior to the applicable termination effective date; and (iii) the Cancellation Fee, Termination Fee or Sale Termination Fee, if applicable (defined below) as fixed, agreed liquidated damages and not as a penalty (it being agreed by the parties that BCG's damages would be extremely difficult to measure and that the Cancellation Fee, Termination Fee and Sale Termination Fee have been agreed upon, after negotiations, as a reasonable estimate of such damages). The parties also agree that notwithstanding any contrary provision hereof, Owner's damages shall be limited as provided in Paragraph 15A, if any be proven. In no event will BCG or Owner be subject to any consequential, special, punitive or similar damages, each party hereby waiving any right it may have to seek or claim such damages.

## **11. TERMINATION AND CANCELLATION.**

- A. Either party may terminate this Agreement upon the occurrence of an Event of Default by the other party as provided in Paragraph 10D above. In the event Owner terminates this Agreement based on an alleged Event of Default and it is later determined that no Event of Default occurred or that the termination was improper for any reason, the termination for default shall be deemed a termination for Owner's convenience.
- B. Cancellation Fee; Default by Owner. In the event BCG terminates this Agreement due to the default of Owner and BCG is not in default, Owner shall pay to BCG, within forty-five (45) days of the Default Termination Effective Date, a cancellation fee based on the year in which termination occurs (the "Cancellation Fee"). The Cancellation Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to the Default Termination Effective Date.

The Cancellation Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior Fiscal Year, then multiplying that quantity times the remaining years (including fractional years) in the Initial Term of the Agreement, and then multiplying that second quantity times seventy-five

percent (75%). The above formula will apply during any Extension Term based upon the remaining years in the Extension Term. Provided, however, the Cancellation Fee pursuant to this Paragraph 11B shall not be more than One hundred thousand dollars (\$100,000). The parties agree that the Cancellation Fee is not duplicative of any other damages which BCG may recover in the event of a default by Owner.

- C. Owner's Reserved Right of Termination For Cause. **Owner shall have the right to terminate the Agreement, without the payment of a Termination Fee or Cancellation Fee,** if, in any two (2) consecutive Fiscal Years (commencing with the 2019-2020 Fiscal Year as the first year in any measurement period), Net Operating Income does not equal or exceed Two hundred thousand dollars (\$200,000) for each of the such consecutive Fiscal Years. Owner may exercise such termination right by providing written notice to BCG within thirty (30) calendar days after Owner's receipt of the final determination of Net Operating Income for the second (2nd) of such Fiscal Years (either via the BCG-prepared annual operating statement in Paragraph 4J; provided, however, that the methodology for calculation of Net Operating Income shall be as defined herein and shall be consistently applied to any Fiscal Years used in comparison). Failure to give such notice within such thirty (30) day period shall be deemed to be a waiver by Owner of its right to terminate based on the Fiscal Years in question, but shall not be deemed to be a waiver of such right with respect to subsequent Fiscal Years. Should Owner elect to terminate this Agreement based on this Paragraph 11C, said termination will be effective thirty (30) calendar days after the date of the written notice, provided such notice was properly delivered.

In the event Owner elects to exercise its right of termination for cause, BCG shall have the right, but not the obligation, to nullify such termination by paying to Owner, within thirty (30) calendar days of BCG's receipt of Owner's termination notice, the aggregate amount by which actual Net Operating Income for the applicable Fiscal Years was less than seventy-five percent (75%) of budgeted Net Operating Income for such Fiscal Years (the "Cure Amount").

For purposes of determining whether seventy-five percent (75%) of budgeted Net Operating Income has been achieved in a Fiscal Year, budgeted Net Operating Income shall be subject to adjustment for force majeure events or expenses that are agreed upon by Owner and BCG not to be within the control of BCG (i.e. utility rates, real estate taxes, irrigation water charges, insurance premiums or extraordinary items).

- D. Termination Fee; Owner's Termination for Convenience. After the first six (6) months of the Agreement, Owner may terminate the Agreement upon sixty (60) days prior written notice to BCG and payment of a Termination Fee. The termination shall be effective sixty (60) days after the date of the written notice, provided such notice was properly delivered (the "Convenience Termination Effective Date"). The Termination Fee must be paid to BCG within 45 days of the Convenience Termination Effective Date. The Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to the Convenience Termination Effective Date.

The Termination Fee shall be calculated as: the amount determined by taking the sum of the Base Management Fee and the Incentive Management Fee for the prior Fiscal Year, then multiplying that quantity times the remaining years (including fractional years) in the Initial Term of the Agreement, and then multiplying that second quantity times twenty-five percent (25%).

- E. Sale Termination Fee: Sale of Club. In the event of a sale or transfer of the Club to any third-party, Owner shall have the unilateral right to terminate this Agreement at any time on ninety (90) days prior written notice, subject to the provisions set forth below (the "Sale Termination Effective Date"). In the event of such unilateral termination due to the sale or transfer of the Club and BCG not being in default under this Agreement, BCG shall continue

to manage the Club until the sale of the Club as evidenced by a transfer of title. Upon sale of the Club, BCG shall be paid a Sale Termination Fee equal to twenty-five percent (25%) of remaining Base Management Fees in the Initial Term of the Agreement. The above formula will apply during any Extension Term based upon the remaining years in the Extension Term. Sale Termination Fee will be in addition to any Base Management Fees and Incentive Management Fees paid or owing to BCG prior to or as of the date of sale of Club. However, if BCG is retained by the new owner under similar terms and conditions of this Agreement acceptable to BCG, no Sale Termination Fee shall be paid to BCG.

- F. No Waiver. By terminating this Agreement in accordance with this Paragraph 11, neither party shall be deemed to have waived any action it might have, in law or equity, by reason of a breach of or default under this Agreement.
  - G. Proprietary Material. Upon termination or cancellation of this Agreement, for any reason or under any circumstances, BCG's (i) proprietary software and computer programs relating to accounting, operations, marketing, and forecasting, (ii) operations and employee training materials and manuals of BCG and (iii) the information and processes related to and used by BCG in the marketing and agronomic plan shall remain the sole property of BCG and shall be removed by BCG upon termination of this Agreement. Additionally, any actual or implied association of the Club or Facility with Billy Casper or Billy Casper Golf, LLC shall cease upon termination.
  - H. Transition. Provided that BCG and WWGM have received, in full, payment of all fees due to them pursuant to this Agreement, including but not limited to all Base Management Fees, Incentive Management Fees, Cancellation Fee, Termination Fee and/or Sale Termination Fee, BCG and WWGM shall, without additional payment by the Owner, cooperate beyond the applicable termination effective date with Owner and any replacement manager for a reasonable period after the applicable termination effective date (all parties hereto agree that a reasonable period is not less than two (2) weeks and not more than four (4) weeks) to facilitate the orderly transition of the management of the Club.
- 12. **USE OF CLUB.** During the term of this Agreement, the Club shall be a private or semi-private facility unless otherwise provided and agreed to in the Annual Budget and Program.
  - 13. **LIQUOR LICENSE.** Subject to any relevant California Alcoholic Beverage Control ("ABC") licensing requirements, WWGM shall apply and maintain at all times (except for the application period) a valid liquor license on the premises, and all of the parties hereto shall comply with all relevant ABC laws regarding the use of such license.
  - 14. **FORCE MAJEURE; CONDEMNATION; FIRE AND OTHER CASUALTY.** If all or any portion of the Club is destroyed by fire, flood, high winds, or other casualty, or taken by eminent domain, such damage, destruction, or condemnation shall not be a cause for termination hereunder by either party unless such damage or destruction results in the whole or a substantial part of the Club being unusable for its intended purpose for a period of one year or longer or, in the case of such total or substantial damage or destruction, Owner shall decide not to rebuild the damaged portion of the Club, then in any such event, this Agreement shall terminate on written notice from Owner to BCG of such termination and neither party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, if:
    - A. As a result of any damage or destruction to, or condemnation of, any part of the Club, or
    - B. Otherwise due to causes beyond BCG's reasonable control (and so long as BCG uses all reasonable diligence to cure such inability), BCG shall be unable to perform its obligations hereunder in respect of the operation of the Club, Owner and BCG shall use their mutual best efforts to agree upon an amendment to the Annual Budget and Program, including, without limitation, the working capital provisions thereof, to allow payment of necessary

Club expenses (including, without limitation, Club employee expenses) until such damage or destruction is repaired or such inability is cured and, if the parties are unable to agree on such an amendment within twenty (20) business days after BCG shall have given Owner notice of the occurrence of such event, BCG shall have the right to terminate this Agreement by notice to Owner of such termination and neither party shall have any further rights or obligations hereunder. In the event of a force majeure there is no Cancellation Fee or Termination Fee due to BCG.

## **15. INDEMNIFICATION AND LIABILITY.**

### **A. Indemnity.**

1. To the fullest extent permitted by law, BCG will defend, indemnify and hold Owner harmless from and against any claims, losses, expenses, costs, suits, actions, proceedings, demands or liabilities that are asserted against, or sustained or incurred by Owner, including reasonable attorney's fees, solely because of BCG's breach of this Agreement or because of actions, omissions, or regulatory violations arising solely from BCG's and/or WWGM's negligence, fraud, or willful misconduct.
2. To the fullest extent permitted by law, Owner will defend, indemnify, and hold BCG and/or WWGM harmless, from and against any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG and/or WWGM or imposed on BCG or WWGM by any person whomsoever, related to the performance of the duties under this Agreement, except for any such liability arising out of BCG's and/or WWGM's negligent or wrongful acts or omissions.
3. Owner will defend, indemnify, and hold BCG and/or WWGM harmless, from and against any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or WWGM or imposed on BCG or WWGM by any person whomsoever, in any way related to any claims by any employee, independent contractor, vendor, party to a contract for services to Owner, investor, customer, patron, or resident for actions related to the Club that arose prior to the Effective Date of this Agreement.
4. To the fullest extent permitted by law, Owner will defend, indemnify and hold BCG and/or WWGM harmless from and against, any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or WWGM or imposed on BCG or WWGM by any person whomsoever, in any way related to any environmental claims pertaining to the Club or this Agreement.
5. To the fullest extent permitted by law, Owner will defend, indemnify and hold BCG and/or WWGM harmless from and against, any and all liability, loss, cost, damage, penalties, claims, causes of action, proceedings and expense, including without limitation, court costs and reasonable attorneys' fees, incurred by BCG or WWGM or imposed on BCG or WWGM by any person whomsoever, in any way related to late payments or lack of payments to vendors or other payees who supply labor, services or materials to the Club who have not been timely paid or paid at all for reasons outside of BCG's control resulting in late fees or any other penalties against BCG or WWGM or any other facilities BCG owns or manages.
6. Recovery upon an indemnity contained in this Agreement shall be reduced dollar-for-dollar by any applicable insurance collected by the party demanding indemnification. The scope of all indemnities contained in this Agreement includes

any and all costs and expenses, including reasonable attorney fees and costs, properly incurred in connection with any proceedings to defend any indemnified claim, or to enforce the indemnity, or both, provided, however, that BCG's liability under all indemnities shall be limited as set forth in Paragraph 15B. All indemnification obligations under this Agreement shall survive the expiration or any termination of this Agreement.

It is expressly understood and agreed that Owner is solely responsible for the payment of all fees, expenses, indemnities and reimbursements due hereunder or otherwise in connection with services performed by BCG and/or WWGM pertaining to the Club, including all Operating Expenses, and neither BCG nor WWGM shall have any liability or responsibility of any kind whatsoever with respect thereto or with respect to any other amounts payable to, or in respect of, BCG or WWGM in connection with this engagement or any other services performed by BCG and/or WWGM hereunder.

- B. Legal Actions. Legal counsel for BCG and Owner shall cooperate in the defense or prosecution of any action pertaining to the Club. BCG shall not institute or defend any legal action or retain counsel affecting the Club without Owner's consent. BCG shall forward all legal notices or notices of a financial nature which relate to the Club, to Owner at the address listed under Paragraph 16H. BCG shall advise and assist Owner in instituting or defending, as the case may be, in the name of Club, Owner, and/or BCG, but in any event expressly as a Club expense, all actions arising out of the operation of the Club and not attributable to the negligence of BCG, and any and all legal actions or proceedings to collect charges, third party payments, rents, or other incomes for BCG, Owner, or the Club, or to lawfully evict or dispossess tenants or other persons in possession there under, or to lawfully cancel, modify, or terminate any lease, license, or concession agreement in the event of default thereof, or to defend any action brought against Owner, unless otherwise directed by the Owner. BCG shall assist Owner to take the acts necessary to protect or litigate to a final decision in any appropriate court or forum, as a Club expense, and any violation, order, rule, or regulation affecting the Club.
- C. Choice of Law and Venue. Whereas BCG's principal place of business is in the Commonwealth of Virginia, and the Club is located in California, the parties agree that this Agreement shall be governed by and construed in accordance with the laws of California. The parties also agree that any dispute between them in any way arising out of or pertaining to this Agreement shall be exclusively brought in the Circuit Court for Orange County, California or in the United States District Court for the Central District of California. The parties agree to submit to the jurisdiction of those courts.
- D. Liability of BCG and Owner.
1. Other persons. BCG shall not be responsible for the acts or omissions of any of Owner's other contractors or any subcontractor, or any employees of Owner, or any persons representing Owner performing any services for or in connection with the Club, or any consultants or other persons engaged by Owner with respect thereto, unless and only to the extent BCG is supervising, or should be supervising the same, and BCG shall be responsible only for the performance of BCG's obligations hereunder in accordance with the terms hereof.

## 15. CONFIDENTIALITY.

- A. Work performed by BCG and its agents or assigns pursuant to this Agreement (including, without limitation, any correspondence, analysis, reports and related materials prepared), constitutes confidential and privileged work product, and BCG's communications thereon with Owner or their respective employees or counsel or other professionals retained by

Owner (each an "Owner Person") constitute confidential and privileged communications which are intended to have the full protections of the work product doctrine, proprietary business privilege, attorney-client privilege and all other applicable privileges. Accordingly, BCG agrees that it will not provide such oral or written reports or other work product or disclose such communications to any person other than Owner, except as may be otherwise requested by Owner.

- B. BCG agrees that all information, not publicly available, which is received by it from Owner in connection with this engagement, will be treated confidentially by BCG, except as required by process of law or as otherwise requested by Owner. In the event BCG is required to disclose any of such information pursuant to process of law, BCG agrees to provide Owner with prompt notice so that Owner may seek appropriate remedies, including a protective order. In any event, BCG and its agents, representatives, and employees will furnish only that portion of the information that is legally required to be disclosed.
- C. Owner shall retain exclusive rights to ownership of all work output hereunder. Work output includes reports issued pursuant to this Agreement, but excludes, among other things, all working papers of BCG, any correspondence, memoranda, calculations, processes, notes, etc. that BCG may have used in the development of the reports above or such working papers or in the performance of any work covered by an authorization under this Agreement.

#### 16. GENERAL PROVISIONS.

- A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.
- B. Written Amendments. The provisions of this Agreement may only be amended or supplemented in a writing signed by both parties.
- C. Further Amendments. The parties hereby agree from time to time to execute and deliver such further instruments and documents, and do all such other acts and things, which may be convenient or necessary to more effectively and completely, carry out the intentions of the Agreement.
- D. Compliance with Laws. BCG shall, at all times, operate, use, and conduct the business of the Club in a lawful manner and in full compliance with all applicable governmental laws, ordinances, rules and regulations, and maintain all licenses and permits relating to the Club, with Owner's full cooperation, in full force and effect and cooperate and endeavor to obtain all licenses and permits first required after the commencement of the term of this Agreement required in connection with the management, use, and operation of the Club.
- E. Environmental Laws. Owner represents to BCG that no hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at or within the Club in violation of any Environmental Law (as defined below), nor except as expressly disclosed and described by Owner to BCG has the Club been used at any time by any person as a landfill or a disposal site for hazardous materials or for garbage, waste or refuse of any kind. Owner also represents, to the best of Owner's knowledge, that there are no underground storage tanks of any nature on the Club (fuel, propane, gas etc.). Owner does not have any knowledge of asbestos-containing products within the Club.

For the purposes of this Agreement, "Environmental Law" shall mean: All applicable Federal, State, county or local (or other political subdivision thereof) laws, statutes, codes,

acts, ordinances, orders, rules, regulations, directives, judgments, decrees, injunctions, directions, permits, licenses, authorizations, decisions and determinations issued, adopted or enacted by any judicial, legislative, regulatory, administrative or executive body of any governmental or quasi-governmental authority, department, branch, division, agency or entity exercising functions of or pertaining to any government having jurisdiction affecting the Club, or any licenses and permits of any governmental authorities, from time to time applicable to the Club or any part thereof regarding hazardous materials.

- F. Binding. All of the terms and provisions of this Agreement shall be binding and inure to the benefit of the parties and their respective permitted successors and assigns. This Agreement is solely for the benefit of the parties hereto and not for the benefit of any third party.
- G. Assignment. BCG may assign or transfer this Agreement and/or may delegate its duties and obligations under this Agreement to BCG's Subsidiary.
- H. Notices. All notices, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing; shall be given only by hand delivery during normal business hours, first-class registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service with FedEx or United Parcel Service; and shall be addressed to the parties in the manner set forth below. All notices shall be conclusively deemed to have been properly delivered, (i) upon receipt when hand delivered successfully during normal business hours, (ii) upon the third (3<sup>rd</sup>) business day after delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that the sender has in its possession the return receipt to prove actual delivery or to prove an address change occurred without proper notice), or (ii) one (1) business day after the notice has been deposited with either FedEx or United Parcel Service to be delivered by overnight delivery (provided that the sending party receives a confirmation of actual delivery from the courier).

In the case of BCG:

Billy Casper Golf, LLC.  
12700 Sunrise Valley Drive, Suite 300  
Reston, VA 20191  
Attention: Legal Department  
Telephone: 703.761.1444  
Facsimile: 703.893.3504

With copy to:

Moore & Lee, LLP  
1751 Pinnacle Drive, Suite 1100  
McLean, Virginia 22102  
Attn: Charlie C.H. Lee or Kristen Bennett  
Telephone: (703) 506-2050  
Facsimile: (703) 506-2051

In the case of Owner:

City of Garden Grove  
Attention: City Manager  
1222 Acacia Parkway  
Garden Grove, CA 92840  
Telephone: 714-741-5100

Facsimile: 714-741-5044

or to such other address as either party may designate by written notice complying with the terms of this Paragraph.

- K. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- L. Invalidity. If any provision of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid or unenforceable under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, invalid or unenforceable, but the remainder of such provision, and this Agreement shall not be invalidated or rendered unenforceable thereby, and shall be given full force and effect so far as possible.
- M. No Waiver. The failure or delay of either party at any time to require performance by the other party of any provision of this Agreement shall not affect the right of such party to subsequently require performance of that provision or to exercise any right, power or remedy hereunder. Waiver by either party of a breach of any provision of this Agreement shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement.
- N. No Partnership. Nothing in this Agreement shall be construed to create a partnership or joint venture between the parties. The parties acknowledge that the relationship of BCG to Owner is that of an independent contractor.
- O. No Exclusive Remedy. No remedy herein conferred upon either party is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
- P. Authority. Each party hereby represents to the other party that it has the right, power, authority, and financial ability to enter into this Agreement and to perform its obligations under this Agreement, and that it is not restricted by contract or otherwise from entering into and performing this Agreement.
- Q. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute on and the same agreement.

**(SIGNATURE PAGE FOLLOWS)**



IN WITNESS WHEREOF, the parties executed this Agreement as of the date first above written.

**CITY OF GARDEN GROVE**

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

Date: \_\_\_\_\_  
*Omar Sandoval*  
\_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

**BILLY CASPER GOLF, LLC**

By: *R. Joseph Goodrich*  
\_\_\_\_\_  
**R. Joseph Goodrich, Exec**

Date: 4-4-19

By: *R. Alexander Elmore* *Omar Sandoval* 4-4-19  
\_\_\_\_\_  
**R. Alexander Elmore, Pres**

**EXHIBIT A**  
**INSURANCE SCHEDULE**

**Billy Casper Golf Management, Inc.**  
**Schedule of Insurance**  
**January 1, 2019 - January 1, 2020**

Property - ACE American Insurance Company (Venture)  
Policy #MAU D38116654 003

| Coverage   | Limits   | Deductibles   |
|--|--|---|
| Building   | \$25,000,000   | \$10,000  |
| Personal Property  | Included   | \$10,000  |
| Carts & Equipment  | Included   | \$1,000   |
| Business Income/Extra Expense  | Included   | 0 Hour Waiting Period   |
| Automatic Coverage/Newly Acquired Locations  | \$5,000,000  | \$100,000   |
| Service Interruption   | \$5,000,000  | 24 Hour Waiting Period  |
| Boiler & Machinery   | \$25,000,000   | \$100,000   |
| Damage to Golf Course - Tees, Greens, Bunkers, Putting Surfaces, Practice Driving Ranges, Private Roadways (specified perils only) | \$2,500,000 Per Location   | Varies based on location and cause of loss.   |
| Landscaping  | \$5,000 Per Tree/Shrub/Plant<br>\$250,000 Per Occurrence Including Debris Removal                                      | Varies based on location and cause of loss.   |
| Damage to Dams, Dikes and Retaining Walls for Property Damage  | Included in Real and Personal Property   | \$100,000   |
| Named Windstorm  | \$25,000,000   | Tier 1:<br>5% of TV subject to \$500,000 Minimum<br>Tier 2:<br>2% of TV subject to \$250,000 Minimum<br>Hail:<br>\$100,000 per occurrence                                 |
| Earthquake   | All Other Zones:<br>\$5,000,000 Occurrence/Aggregate<br>CA, HI and AK Only:<br>\$2,500,000 Occurrence/Aggregate        | All Other Zones:<br>\$100,000<br>CA, HI and AK Only:<br>5% of TV subject to \$500,000 Minimum<br>Pacific Northwest & New Madrid:<br>3% of TV subject to \$100,000 Minimum |
| Flood  | All Other Flood Zones:<br>\$5,000,000 Occurrence/Aggregate<br>Flood Zones A and V:<br>\$2,500,000 Occurrence/Aggregate | All Other Flood Zones:<br>\$100,000<br>Flood Zones A and V:<br>NFIP Max Limit plus \$100,000 for BI<br>Named Windstorm:<br>5% of TV subject to \$500,000 Minimum          |
| Flood - Tees, Greens, Fairways & Bunkers   | \$1,000,000  | \$25,000  |

Excess Property - Great American Insurance Company (RT Specialty)  
Policy #CPP 2982512 00

|  |                                     |                      |
|--|-------------------------------------|----------------------|
| Building   | \$75,000,000 excess of \$25,000,000 | Per Primary Coverage |
| Personal Property                                      | Included                            | Per Primary Coverage |
| Business Income/Extra Expense (including Rental Value) | Included                            | Per Primary Coverage |

Wind Deductible Buyback - Landmark American Insurance Company (RT Specialty)  
Policy #LHT902898

|  |     |     |
|--|-----|-----|
| Real Property, Personal Property, and BI | TBD | TBD |
|--|-----|-----|

General Liability - Great Northern Insurance Company (Venture)  
Policy #3594-17-30

|   |  |                                      |
|---|--|--------------------------------------|
| Combined Total Aggregate                  | \$20,000,000                                       | \$0                                  |
| Aggregate Limit Per Location              | \$2,000,000  | \$0                                  |
| Products - Completed Operations Aggregate | \$2,000,000  | \$0                                  |
| Each Occurrence                           | \$1,000,000  | \$0                                  |
| Personal & Advertising Injury Liability   | \$1,000,000  | \$0                                  |
| Damage to Premises Rented by You          | \$1,000,000  | \$0                                  |
| Medical Expenses                          | \$2,500  | \$0                                  |
| Liquor Liability                          | \$1,000,000 Each Incident<br>\$2,000,000 Aggregate | \$1,000                              |
| Employee Benefits Liability               | \$1,000,000 Each Claim<br>\$1,000,000 Aggregate    | \$1,000<br>12/01/04 Retroactive Date |

AOS Auto Liability - Great Northern Insurance Company (Venture)  
Policy #7021-59-85

|                               |                            |  |
|-------------------------------|----------------------------|--|
| Auto Liability                | \$1,000,000                | \$0  |
| Uninsured Motorists           | \$1,000,000                | \$0  |
| Underinsured Motorists        | \$1,000,000                | \$0  |
| Medical Payments              | \$10,000 AOS<br>\$5,000 OH | \$0  |
| Comprehensive Physical Damage | Actual Cash Value          | \$500                                      |
| Collision Physical Damage     | Actual Cash Value          | \$500                                      |
| Towing                        | \$50                       | \$0  |
| Rental Reimbursement          | \$50/day for 30 Days       | \$0  |
| Hired Car Physical Damage     | Actual Cash Value          | \$500                                      |
| Garagekeepers                 | \$1,000,000 Each Location  | \$500 each auto, \$2,500 max any one event |

|   |   |  |
|---|---|--|
| HI Auto Liability - Federal Insurance Company (Venture)<br>Policy #70215986   |   |  |
| Auto Liability  | \$1,000,000                                 | \$0  |
| Uninsured Motorists   | \$1,000,000                                 | \$0  |
| Underinsured Motorists  | \$1,000,000                                 | \$0  |
| Comprehensive Physical Damage   | Actual Cash Value                           | \$500  |
| Collision Physical Damage   | Actual Cash Value                           | \$500  |
| Workers Compensation - Federal Insurance Company (Venture)<br>Policy #7171-55-40  |   |  |
| Workers Compensation  | Statutory                                   | \$0  |
| Employers Liability:  |   |  |
| Bodily Injury by Accident - Each Accident   | \$1,000,000                                 | \$0  |
| Bodily Injury by Disease - Policy Limit   | \$1,000,000                                 | \$0  |
| Bodily Injury by Disease - Each Employee  | \$1,000,000                                 | \$0  |
| Umbrella Liability - ACE Property and Casualty Insurance Company<br>Policy #M00798137-004   |   |  |
| Per Occurrence Limit  | Per Terms of Management Agreement           |  |
| Aggregate Limit   |   |  |
| Products - Completed Operations Aggregate   |   |  |
| Excess Liability - The American Insurance Company (Fireman's Fund)<br>Policy #SH000049089410  |   |  |
| Per Occurrence Limit  | Per Terms of Management Agreement           |  |
| Aggregate Limit   |   |  |
| Pollution Legal Liability - Inshore Specialty Insurance Company<br>Policy #000899308  |   |  |
| Policy Aggregate Limit  | \$16,000,000                                |  |
| A - Third Party, Each Incident/Aggregate  | \$2,000,000                                 | \$25,000   |
| B - First Party Remediation Expenses, Each Incident/Aggregate   | \$2,000,000                                 | \$25,000   |
| C - Emergency Response, Each Incident/Aggregate   | \$2,000,000                                 | \$25,000   |
| D - Business Interruption   | \$2,000,000/365 Days                        | 3 Days   |
| E - Contingent Business Interruption  | \$2,000,000/365 Days                        | 3 Days   |
| F - Debarment Event Expenses, Each Incident/Aggregate   | \$2,000,000                                 | \$25,000   |
| G - Evacuation Expenses, Each Incident/Aggregate  | \$2,000,000                                 | \$25,000   |
| Executive Liability (D&O/EPL/FD) - Federal Insurance Company (Chubb)<br>Policy #8248-9115   |   |  |
| Directors & Officers  | \$5,000,000                                 | \$50,000 Self Insured Retention for Clauses B and C                    |
| Employment Practices Liability  | \$5,000,000                                 | \$150,000 First Party<br>\$150,000 Third Party<br>\$200,000 California |
| Fiduciary Liability   | \$5,000,000                                 | \$0  |
| Professional Liability/Cyber - National Union Fire Insurance Company (AIG)<br>Policy #06-162-61-21                                    |   |  |
| Prof Liability, Media Content, Security & Privacy Liability, Cyber Extortion  | \$3,000,000                                 | \$100,000  |
| Regulatory Action   | \$3,000,000                                 | \$100,000  |
| Event Management  | \$3,000,000                                 | \$100,000  |
| Reputation Guard  | \$50,000                                    | \$0  |
| Crime - Great American Insurance Company<br>Policy #SAA E426271-00-00   |   |  |
| Employee Theft  | \$3,000,000                                 | \$15,000   |
| Premises  | \$3,000,000                                 | \$15,000   |
| In Transit  | \$3,000,000                                 | \$15,000   |
| Forgery   | \$3,000,000                                 | \$15,000   |
| Money Orders & Counterfeit Fraud  | \$3,000,000                                 | \$1,000  |
| Credit Card Fraud   | \$3,000,000                                 | \$15,000   |
| Funds Transfer Fraud  | \$3,000,000                                 | \$15,000   |
| Computer Fraud  | \$3,000,000                                 | \$15,000   |
| Client  | \$3,000,000                                 | \$15,000   |
| Expense   | \$15,000                                    | \$0  |
| Social Engineering Fraud  | \$250,000                                   | \$50,000   |
| Special Crime (Kidnap & Ransom) - National Union Fire Insurance Company (AIG)<br>Policy #15-516-464 - 3-year term                     |   |  |
| Each Insured Event  | \$2,000,000 max; limits vary based on event | \$0  |
| *Directors & Officers coverage applies to BCG only - Clients are not covered by the D&O policy  |   |  |
| NOTE: This is a summary of your program only. For detailed explanation of terms and conditions, please contact USI Insurance Services |   |  |

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

|          |   |        |                 |
|----------|---|--------|-----------------|
| To:      | Scott C. Stiles   | From:  | Laura J. Stover |
| Dept.:   | City Manager  | Dept.: | Human Resources |
| Subject: | Adoption of a Resolution approving the Memorandum of Understanding with the Garden Grove Police Association. ( <i>Action Item</i> ) |        |                 |
|          |   | Date:  | 4/9/2019        |

---

**OBJECTIVE**

For the City Council to adopt the Resolution approving a new four (4) year Memorandum of Understanding (hereinafter "MOU") with the Garden Grove Police Association (hereinafter "Union").

**BACKGROUND**

The City, as directed by the City Council, met and conferred with the Union and agreed to a MOU that will expire three years from ratification. The prior MOU expired on June 30, 2018.

**DISCUSSION**

The City and Union agreed to a new MOU with the term of July 1, 2018, to April 20, 2022. The MOU does not provide for any retroactive increases for the first year of the contract, FY 2018-19. The City and the Union agreed to the following in the second year, FY 2019-20:

- A two percent (2%) base salary increase, a longevity program, new ranks of Police Officer II, Master Officer II, Corporal II, and a revision of the education incentive program.
- The third year of the MOU, FY 2020-21, provides for a two and a half percent (2.5%) base salary increase, one percent (1%) salary increase to Step H of the salary range, and a \$150 increase to the City's cafeteria benefits.
- The fourth year of the MOU, FY 2021-22, provides a new four percent (4%) Step I at the top of the salary range, and a \$100 increase to the City's cafeteria benefits.

The final language of this MOU is still being worked out by the legal representatives of both parties and the document may not be finalized until after the April 9, 2019, City Council meeting. In order to not delay any changes that this MOU provides, it is requested that the City Council give the Human Resources Director the authorization to agree to any final language revisions agreed to by the parties. There would not be any financial changes, only language changes.

#### FINANCIAL IMPACT

The estimated cost for the agreed MOU provisions are approximately \$1,122,278 for FY 2019-20, \$1,135,567 for FY 2020-21, and \$812,043 for FY 2021-22. Future budgets appropriations will be made as appropriate to accommodate these estimated costs.

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that approves the Memorandum of Understanding between the City of Garden Grove and the Garden Grove Police Association; and
- Authorize the Human Resources Director to finalize any last minute language changes that may occur between the parties.

#### ATTACHMENTS:

| Description                                    | Upload Date | Type            | File Name                              |
|--|-------------|-----------------|--|
| Memorandum of Understanding Police Association | 4/4/2019    | Backup Material | POA_MOU_18-22.docx                     |
| Resolution adopting POA MOU                    | 4/4/2019    | Resolution      | Resolution_Adopting_POA_MOU_(Rev).docx |

# Memorandum of Understanding

Between the Garden Grove Police Association and  
the City of Garden Grove

---

July 1, 2018 – April 20, 2022



# **Garden Grove Police Contract**

## **July 1, 2018 – April 20, 2022**

**Steven R. Jones**, Mayor

**Stephanie Klopfenstein**, May Pro Tem, Dist. 5  
**George S. Brietigam III**, District 1  
**Patrick Phat Bui**, District 4

**Thu-Ha Nguyen**, District 3  
**John R. O'Neill**, District 2  
**Kim B. Nguyen**, District 6

---

**Scott C. Stiles**, *City Manager*  
**Laura J. Stover**, *Human Resources Director*

### **CITY NEGOTIATING TEAM**

**Peter Brown**, SPOKESPERSON  
*Attorney*  
**Laura J. Stover**,  
*Human Resources Director*  
**Tom DaRe'**  
*Police Captain*  
**Ann Eifert**  
*Budget Manager*  
**Rhonda Kawell**  
*Payroll Supervisor*

### **UNION NEGOTIATING TEAM**

**Rob Wexler**, SPOKESPERSON  
*Attorney*  
**Brian Dalton**  
*President*  
**Charlie Loffler**  
*Vice President*  
**Ed DesBiens**  
*Treasurer*  
**Nick Jensen**  
*Secretary*  
**Evan Beresford**  
*Board Member*  
**Chuck Starnes**  
*Board Member*  
**Paul Tessier**  
*Board Member*  
**Robert Stephenson**  
*Board Member*



CITY OF GARDEN GROVE  
MEMORANDUM OF UNDERSTANDING  
PURSUANT TO THE CALIFORNIA MEYERS-MILIAS-BROWN ACT  
BY AND BETWEEN  
GARDEN GROVE POLICE ASSOCIATION  
AND  
CITY OF GARDEN GROVE  
2018-22

PARTIES TO MEMORANDUM OF UNDERSTANDING

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

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

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

The parties agree that the provisions contained herein shall be subject to all applicable laws and cover the period July 1, 2018 – April 20, 2022 unless otherwise provided.

POLICE ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING

2018-2022

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## ARTICLE I

### RECOGNITION AND RIGHTS

#### 1. MANAGEMENT RIGHTS

- a. The City reserves, retains, and is vested with, solely and exclusively, all rights of management which have not been expressly abridged by specific provision of this Memorandum of Understanding (MOU) or by law to manage the City, as such rights existed prior to the execution of this MOU. The sole and exclusive rights of management, as they are not abridged by this agreement or by law, shall include but not be limited to the following rights:
- b. To manage the City generally and to determine the issues of policy;
- c. To determine the existence or non-existence of facts which are the basis of the management decision;
- d. To determine the necessity or organization of any service or activity conducted by the City and expand or diminish services;
- e. To determine the nature, manner, means, and technology, and extent of services to be provided to the public;
- f. Methods of financing;
- g. Types of equipment or technology to be used;
- h. To determine and/or change the facilities, methods, technology, means, and size of the work force by which the City operations are to be conducted;
- i. To determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to the right to contract for or subcontract any work or operation of the City;
- j. To assign work to and schedule employees in accordance with requirements as determined by the City, to assign overtime, and to establish or change assignments, start times and work schedules;
- k. To relieve employees from duties for lack of work, funding, or similar non-disciplinary reasons;
- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause in accordance with the provisions and procedures set forth in Departmental Disciplinary Procedure;
- m. To determine job classifications and to reclassify employees;
- n. To hire, transfer, promote, and demote employees for non-disciplinary reasons in accordance with this MOU;

- o. To determine policies, procedures, and standards for selection, training, and promotion of employees subject to the provisions of Article VII, Section 1 of this MOU;
  - p. To establish employee performance standards including but not limited to quality and quantity standards, and to require compliance therewith;
  - q. To maintain order and efficiency in its facilities and operations;
  - r. To establish and promulgate and/or modify rules and regulations to maintain order and safety in the City which are not in contravention with this MOU;
  - s. To take any and all necessary action to prepare for and carry out the mission of the City in emergencies.
2. NO STRIKE

The Association, its officers, agents, representatives and/or members agree that during the term of this MOU, they will not cause or condone any unlawful strike, walkout, concerted slowdown, sick-out, or any other unlawful concerted job action by withholding or refusing to perform services.

3. ASSOCIATION LEAVE WITH PAY

The City shall allow employees of the Garden Grove Police Association to donate compensatory time from their Compensatory Time Bank (MOU) (Article IV, Section 3) to create an Association leave bank with pay of up to a cumulative total of 300 hours of leave annually in order for Association members to attend Association functions or meetings. Employees may donate hours from their own compensatory time bank (MOU) to this Association bank each January. Any request for time off must be approved in advance by the department. Time spent by employees who are on duty attending meetings with the Administration of the Police Department shall not be charged against the 300 hours.

4. SPECIAL DETAIL WORK

The City agrees that full-time sworn Police personnel shall be given the opportunity on a minimum of forty-eight hours' notice, to volunteer for special detail work (as defined by 29 CFR section 553.227 of the Department of Labor regulations) Hours worked in special detail work are not considered hours worked for purposes of calculating overtime.

## ARTICLE II

### SALARY AND COMPENSATION

#### 1. WAGES

Effective in the pay period following July 1, 2019, all members of the bargaining unit shall receive a two percent (2.0%) increase to base salary.

Effective in the pay period following July 1, 2020, Step H on the salary schedule shall be five percent (5%) higher than Step G.

Effective in the pay period which includes July 1, 2020, all members of the bargaining unit shall receive a two and one half percent (2.5%) increase to base salary.

Effective in the pay period following July 1, 2021, Step I (a four percent 4% step) on the salary schedule is created. All members of the Association who, on July 1, 2021, are at Step H for at least one year, will move to Step I effective on the first day of the pay period following July 1, 2021. All members of the bargaining unit who, on July 1, 2021 have not been at Step H for at least one year, will be eligible to move to Step I on the first day of the pay period in which their next anniversary date occurs.

#### 2. SALARY STEP INCREASE

##### a. Salary Merit Increases

All salary step increases will become effective on the first day of the pay period in which the employee's anniversary date occurs, unless there is a postponement. In the event of a postponement, the effective date of the step increase will be the first day of the pay period in which the increase is authorized. The time period for eligibility for advancement from Step "A" to "B" shall be 6 months of service.

##### b. Salary Increase Upon Promotion

The phrase "at least five percent (5%)" in Section 2.44.210 of the Municipal Code is clarified to include the rounding (i.e., 4.5% or higher) to the nearest whole percent, within the established salary plan.

#### 3. MASTER OFFICER

Effective in the pay period following July 1, 2019, the classification/rank of Master Officer shall be created. The salary schedule for the classification/rank of Master Officer shall be five percent (5%) higher than the salary schedule for the classification/rank of Police Officer. There shall be thirty-six (36) positions at the classification/rank of Master Officer. All employees who have been designated as "master officers" will be appointed to the new classification/rank of Master Officer effective on the first day of the pay period following July 1, 2019. Future promotions to Master Officer are made by the Police Chief. However, to qualify for promotion to

Master Officer, the employee must have at least three years of experience as a City of Garden Grove Police Officer. The Police Chief may appoint up to 36 Master Officers.

4. CORPORAL

Effective in the pay period following July 1, 2019, the classification/rank of Corporal shall be created. The salary schedule for the classification/rank of Corporal shall be seven percent (7%) higher than the salary schedule for the classification/rank of Police Officer. There shall be twenty-five (25) positions at the classification/rank of Corporal. All employees who have been designated as "corporals" will be appointed to the new classification/rank of Corporal effective on the first day of the pay period following July 1, 2019. Future promotions to Corporal are made by the Police Chief. However, to qualify for promotion to Corporal, the employee must have at least three years of experience as a City of Garden Grove Master Officer. The Police Chief may appoint up to 25 Corporals.

5. POLICE OFFICER II, MASTER OFFICER II and CORPORAL II CLASSIFICATIONS

Effective in the pay period following July 1, 2019, the classifications/ranks of Police Officer II, Master Officer II and Corporal II shall be created.

An employee who is a Police Officer, Master Officer or Corporal who serves in the assignment in one of the following specialty units or position assignments for two years or more and who has a POST Intermediate or Advanced Certification shall be promoted to the applicable level II classification/rank when assigned back to Patrol.

1. Traffic Collision Investigator;
2. Detective;
3. Motorcycle Officer;
4. Special Investigations Investigator;
5. Youth Services Investigator;
6. Intelligence Officer;
7. K-9 Officer;
8. Gang Suppression Unit;
9. Gang Suppression Unit Investigator; and
10. School Resource Officer

The salary schedule for the classification/rank of Police Officer II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Police Officer.

The salary schedule for the classification/rank of Master Officer II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Master Officer.

The salary schedule for the classification/rank of Corporal II shall be two and one half percent (2.5%) higher than the salary schedule for the classification/rank of Corporal.

6. ACTING PAY

An employee who is appointed to serve in an acting capacity shall be compensated at approximately five percent (5%) higher than his entitlement in his current position at the time of such appointment; provided, however, that he shall in no case receive less than the amount paid for the first step of the position to which he is so appointed. If the salary paid at the first step is less than approximately five percent (5%) higher than the salary to which the employee would otherwise be entitled if he had not been so appointed, then the salary of the next regular step for the acting position shall be paid. A person appointed in an acting capacity shall be eligible to receive merit increases in his permanent position during the acting appointment, but shall not be entitled to merit increases in the position which he holds in an acting capacity. To the extent permitted by law, Acting Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(3) for classic members as Temporary Upgrade Pay.

7. BILINGUAL PAY

- a. The City shall pay an additional five percent (5%) per month of base salary to an employee who is capable of speaking and interpreting Vietnamese, Korean, Spanish, and/or any other language designated by the City Manager. Determination of capability shall be made by passing both the qualifying verbal and written tests established by the City.
- b. The City agrees to pay the sum of sixty dollars (\$60.00) per pay period to employees who only pass a verbal skills test in the designated language(s), as determined by a qualifying test established by the City.
- c. To the extent permitted by law, Bilingual Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(4) and 571.1(b)(3) for as Bilingual Premium.

8. COMPENSATION FOR CANINE OFFICERS

Officers assigned as Canine Officers are entitled to be compensated for off duty hours spent caring, grooming, feeding and otherwise maintaining their canine, in compliance with the FLSA and interpretive cases and rulings. The manner in which this compensation is provided is that for each eighty (80) hour pay period, canine officers will work 73 hours and will be credited with .5 hours per for off duty hours spent caring, grooming, feeding and otherwise maintaining their canine. This means that each officer will work three nine-hour days and one 9.5-hour day each week (this equates to 3.5 hours per week or .5 hours per day). If the officer takes a holiday, vacation or sick leave day off he/she will use either nine or 9.5 hours of time off. In the event the canine is at the vet or kennel due to the officer's time off the officer will not be paid (and the officer shall not claim) the .5 hour for the day for the for off duty hours spent caring, grooming, feeding and otherwise maintaining his/her canine

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement (.5 hours per day) were determined after an actual inquiry of the officers assigned in the canine special assignment as addressed by *Leever v. City*

*of Carson City*, 360 F.3d 1014 (9<sup>th</sup> Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA.

9. EDUCATION AND POST CERTIFICATION PAY

Employees are eligible to receive only one of the four pays described below. An employee may receive pay for only one of the following 1) An AA degree, 2) A BA/BS degree, 3) A POST Intermediate Certificate, or 4) A POST Advanced Certificate.

A. EDUCATIONAL INCENTIVE

- (1) Unit employees who possess an Associate of Arts (Science) degree from an accredited college or university shall receive two and one-half percent (2.5%) of base salary as Education Incentive Pay.
- (2) Unit employees who possess a Bachelors of Arts (Science) degree from an accredited university or college shall receive five percent (5%) of base salary as Education Incentive Pay.

To the extent permitted by law, Education Incentive Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(2) and 571.1(b)(2) for as Educational Incentive Pay.

B. PEACE OFFICER STANDARD TRAINING (POST) CERTIFICATION PAY

- (1) Unit employees who possess a POST Intermediate Certificate, shall receive seven and one-half percent (7.5%) of base salary as Peace Officer Standard Training (POST) Certification Pay. Employees who also possess one of the degrees provided for above in the Educational Incentive Pay subsection will not receive the Educational Incentive Pay if they receive this pay of seven and one half percent (7.5%) for possessing a POST Intermediate Certificate.
- (2) Unit employees who possess a POST Advanced Certificate shall receive ten percent (10%) of base salary as Peace Officer Standard Training (POST) Certification Pay. Employees who also possess one of the degrees provided for above in the Educational Incentive Pay subsection will not receive the Educational Incentive Pay if they receive this pay of ten percent (10.0%) for possessing a POST Advanced Certificate. In addition, once an employee receives a POST Advanced Certificate (ten percent 10%), he/she shall no longer be eligible for the pay for the POST Intermediate Certificate (seven and one half percent 7.5%).

To the extent permitted by law, Peace Officer Standard Training (POST) Certification Pay will be reported to CalPERS as special compensation per



Title 2 California Code of Regulations section 571(a)(2) and 571.1(b)(2) for as Peace Officer Standard Training (POST) Certification Pay.

C. APPROVAL OF EDUCATION INCENTIVE PAY OR PEACE OFFICER STANDARD TRAINING (POST) CERTIFICATION PAY

The date for the initial qualification for Education Incentive Pay and POST Certification Pay shall be the date which proof of the possession of the required degree and/or Department approval of a POST Certificate application is submitted to the Professional Standards Unit of the Police Department. Compensation of the appropriate Education pay or POST pay shall begin at the beginning of the pay period in which proof of qualification is submitted by the employee. A copy of a college degree, a copy of college transcripts, and/or a copy of the appropriate POST Certificate application, as approved by the Department, shall serve as proof of qualification. In the event the Commission for Peace Officers Standards and Training does not award the qualifying certificate, the Police Department must immediately notify Human Resources to schedule the repayment of the bonus pay by the employee.

D. DEFINITIONS

- a. College degrees must be completed on the employee's off-duty time and at his/her own expense.
- b. All universities or colleges for which the City will pay Education Incentive Pay must be accredited by the one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges.

10. LONGEVITY PAY

Effective in the pay period following July 1, 2019, members of the bargaining unit shall receive Longevity Pay as follows:

Completion of fifteen (15) full years of law enforcement service - two and one-half percent (2.5%) of base pay.

Completion of twenty (20) full years of law enforcement service - six and one-half percent (6.5%) of base pay.

Completion of twenty-five (25) full years of law enforcement service - twelve and one-half percent (12.5%) of base pay.

Employees are only eligible for one of the pays above based on their years of law enforcement service. The pays above do not stack.

To the extent permitted by law, Longevity Pay will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(1) and 571.1(b)(1) for as Longevity Pay.

11. TUITION REIMBURSEMENT

The City will provide a Tuition Reimbursement Program to qualified employees as described in Exhibit D.

12. MILEAGE ALLOWANCE

When an employee is authorized to use his private vehicle to perform official City business, the employee will be compensated at the allowable IRS reimbursement rate and will not be reported as taxable income. Should the IRS reimbursement rate be adjusted, the City's rate shall be similarly adjusted, prospectively, to the new IRS rate, but only after the City has received official notification of the new IRS rates.

When an employee is participating in POST training and is required to use his vehicle, the City agrees to compensate the employee at the approved POST mileage rate.

ARTICLE III  
FRINGE BENEFITS

1. RETIREMENT

a. Retirement Formula

1. Unit members who are regard as "classic members" by the Public Employees' Pension Reform Act of 2013 (PEPRA) are covered by the 3% @ 50 formula (Government Code section 21362.2). "Classic member" is generally any member hired before December 31, 2012 as well as any member hired after January 1, 2013 who is a lateral hire from another PERS agency, public agency with reciprocity or a member who has had less than a six month break in service from his/her previous public agency employment.
  - (a) One-Year Final Compensation option "single highest year" (Government Code section 20042).
2. Unit members hired on or after January 1, 2013 who are defined as "new members" under the PEPRA, are covered by the 2.7% @ 57 (Government Code section 7522.25(d)).
  - (a) Final compensation will be based on the highest annual average pensionable compensation during the 36 consecutive months immediately preceding the effective date of his or her retirement, or some other 36 consecutive month period designated by the member per Government Code section 7522.32(a).

b. Employee Contributions to the Retirement System

1. Employees subject to the 3%@50 Formula:

These employees shall contribute twelve percent (12%) as an employee retirement contribution. The twelve percent shall be comprised of nine percent (9%) of compensation earnable as the required CalPERS member contribution and three percent (3%) of compensation earnable per Government Code section 20516(a). All 12% shall be regarded as member contributions and credited to members' accounts.

2. Employees subject to the 2.7%@57 Formula:

Per the PEPRA and Government Code section 20516.5, these employees shall contribute the statutorily mandated employee contribution rate as determined by CalPERS for the City. The City will receive the normal cost rate from CalPERS in its annual valuation report which will also include the rate (which is in quarter of a percent increments) at which new members will be charged for their employee/member contribution.

- c. The City has adopted the CalPERS resolution in accordance with and as permitted by IRS Code section 414(h)(2) to ensure that the employees' payment (*i.e.*, "pick up" as that term is used in section 414(h)(2)) of their employee contribution is made on a pre-tax basis.

## 2. HEALTH INSURANCE

Except as provided in Section 4 of this Article, the City shall contribute on behalf of each employee and each eligible retiree, the monthly PERS statutory minimum toward the payment of premiums for health insurance under the PERS Health Insurance program.

Retiring employees and their dependents shall have available the ability to continue to participate in the PERS Health Insurance program. The eligibility of participation shall be determined by the PERS Program.

## 3. CAFETERIA PLAN

- a. The City shall make a monthly contribution to each eligible member of the unit to be used toward the cafeteria plan. These funds shall only be used for eligible plans included within the cafeteria plan. The plan includes health, dental, vision and cash.
- b. Health Care or Dependent Care: Employees may deduct monies on an annual basis into a medical reimbursement account or a childcare account up to the maximum permitted by law.
- c. All employees must enroll in one of the PERS health program plans, unless they submit to the City both (1) proof of health coverage and (2) sign a health insurance waiver. Employees who fail to complete both requirements shall not be allowed to utilize their cafeteria plan contributions for any other eligible plans. Employees who wish to opt out of medical coverage by the City must provide proof of minimum essential coverage ("MEC") through another source (other than coverage in the individual market, whether or not obtained through Covered California).
- d. An employee who selects the option of not enrolling ("Waiver of Coverage") in one of the PERS plans and who meets the conditions outlined in section 3(b) shall receive a \$205.00 per month (\$355.00 effective July 1, 2020, \$455.00 effective July 1, 2021) in cash paid out each pay period.
- e. Affordable Care Act: The parties agree that either party may reopen negotiations during the term of this MOU to consider the impact of the Affordable Care Act on the City, the Association and the employees it is recognized to represent. This reopener is limited to the impact of the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic, including, but not limited to compensation and benefits. No changes will be made without a mutual agreement of the parties.
- f. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JANUARY 1, 2018:

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

g. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2020:

|                         |                  |
|-------------------------|------------------|
| Employee only           | \$805 per month  |
| Employee plus 1         | \$1270 per month |
| Employee plus 2 or more | \$1550 per month |
| Waiver of Coverage      | \$355 per month  |

h. FRINGE BENEFIT CONTRIBUTIONS EFFECTIVE JULY 1, 2021:

|                         |                  |
|-------------------------|------------------|
| Employee only           | \$905 per month  |
| Employee plus 1         | \$1370 per month |
| Employee plus 2 or more | \$1650 per month |
| Waiver of Coverage      | \$455 per month  |

4. UNIFORMS

The City shall provide up to four work uniforms per year on an as-needed basis.

The City shall report (for classic members, but not new members per Title 2 California Code of regulations section 571(a)(5) as defined by the Public Employees' Pension Reform Act of 2013) to CalPERS the monetary value of uniforms and uniform maintenance for those employees required to wear uniforms. The monetary value by classification is listed in Exhibit F, entitled "UNIFORM ALLOWANCE."

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

5. RETIREE MEDICAL FUND

a. During the month of January each year, the City will calculate the value of two percent (2%) of salary and pay that amount toward an Association retiree medical trust fund on an ongoing basis. In so doing, the Association warranted that there were no legal barriers to the validity of the trust fund or to payment by the City to such a trust fund, and that by making any such payment, the City would assume no obligation or liability to the trust fund or its beneficiaries, or to the Association.

b. Adjustment

Once the amount of the City's contribution to the Retiree Medical Fund has been calculated pursuant to the methods specified in subpart a., above, the resulting total amount to be paid will be increased by 2%. That sum will be also increased by \$600 for each authorized position in the bargaining unit.

6. LIFE INSURANCE

The City will provide a term life insurance policy, which will allow a benefit of the individual's annual salary rounded up to the next \$1,000. Additional life insurance of up to five times annual salary (\$500,000 maximum) may be purchased by

employees at their own expense. Coverage on employee(s) dependents is also available for purchase.

7. LONG-TERM DISABILITY

For the term of this MOU, the City will pay the cost of the existing long-term disability plan through the California Law Enforcement Association or an equivalent plan. The existing plan provides for a death benefit not to exceed \$10,000.

8. CONTINUATION OF FRINGE BENEFITS

The City shall continue to pay its designated contribution toward the cost of medical and dental insurance premiums for up to 12 weeks in a 12-month period of a leave of absence without pay for employees who are on such status due to illness, injury, or pregnancy disability only. This time is not in addition to the time period provided under the FMLA or CFRA. Should such leave continue longer than 12 weeks, or in the case of any other type of leave of any length, the employee shall become liable for the full cost of these insurance premiums in order to continue uninterrupted coverage.

If an employee fails to return to work after his leave entitlement has been exhausted or expires, the City shall have the right to recover its share of health and dental plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee.

## ARTICLE IV

### WORK SCHEDULES AND OVERTIME

#### 1. OVERTIME – (MOU)

- a. Overtime shall be defined as hours worked in excess of the regularly scheduled daily work shift or (a) forty (40) hours per week for employees assigned to work a 4/10 work schedule, or (b) eighty (80) hours in a two-week period for those employees assigned to work any other work schedule. Except as provided below, hours worked shall include all authorized paid leaves of absence. This overtime (MOU) shall be accrued at a rate of 1-1/2 times base pay with the following exceptions:
  - (1) court alert pay shall be at straight time;
  - (2) straight-time pay shall be paid when an employee is sent to a training institution/class and is relieved of normal duties during the training period;
  - (3) holiday pay shall be paid at straight-time rate.
- b. Employees may choose to be paid this overtime (MOU) or bank it into the compensatory time bank (MOU) up to a maximum of three hundred (300) hours.

#### 2. OVERTIME – (FLSA)

The City has implemented the twenty-eight (28) day work period per Section 7(k) of the Fair Labor Standards Act (FLSA) for all employees in the bargaining unit for the purposes of calculating FLSA overtime pay. On the pay day following the end of the 28-day work period, all FLSA overtime is payable. FLSA overtime is defined as actual hours worked (leave does not count as hours worked for purposes of calculating FLSA overtime) in excess of 171 hours in the 28-day FLSA work period.

All FLSA overtime compensation shall be calculated at the rate of one and one-half times the employee's regular rate of pay, as defined in the FLSA, provided that, in making those calculations, the City shall be entitled to offset any overtime (MOU) compensation provided pursuant to this MOU during the applicable work period that was not required by the FLSA. All FLSA overtime shall be paid and cannot be banked as compensatory time off.

#### 3. COMPENSATORY TIME BANK - (MOU)

- a. Employees may be allowed to accrue only Overtime (MOU) as specified in Section 1 up to a maximum of three (300) hours of compensatory time ("three-hundred bank") in lieu of cash payment at any one time. If an employee's bank reaches 300 hours, any MOU overtime earned will be paid in cash until his/her bank is reduced below 300 hours by use of compensatory time off. Any request for compensatory time off must be approved in advance by the employee's immediate supervisor.
- b. During any pay period, an employee may request a cash-out of any time in his/her compensatory time bank (MOU). However, in the first pay period in December of each year, each employee's compensatory time bank shall be

cashed out down to forty (40) hours unless the employee requests to maintain more than 40 hours of such leave. The employee's request must be approved by the Chief of Police and the City Manager.

4. COURT ALERT

a. Court Alert Pay

Court alert pay is intended to compensate officers for the inconvenience of being available to testify in court during their off-duty hours. An employee shall receive two (2) hours of straight time compensation for awaiting a call to court between 8:00 a.m. and 12:00 p.m. (noon) and two (2) hours of straight time compensation for awaiting a call to court after 1:00 p.m.

Officers who receive a subpoena for a time that is less than two (2) hours prior to the commencement of their duty shift or other compensated hours, will receive court alert pay for the actual time on alert up to the start of their duty shift.

Officers who receive an afternoon subpoena shall receive no compensation if they are called off prior to the court subpoena time if it is an "on-duty" day for the employee, regardless of the shift hours.

Officers who receive a subpoena for an off-duty day shall be compensated for two (2) hours court alert time even if they are called off 7 days prior to the subpoena date. Officers who receive a subpoena for an off-duty day shall not be compensated for court alert time if they are called off 8 or more days prior to the subpoena date.

Officers who receive subpoenas for their on-duty day and are scheduled to go off duty within one (1) hour of the end of the normal court day shall not receive court alert pay. Upon completion of their on-duty day, if they have not been taken off call, they shall call the court liaison officer, check the case status and notify the liaison officer that they are leaving work and where they can be located for the one (1) hour. If the court liaison officer is not available, the officer will notify the Watch Commander of his/her location for the one (1) hour.

Notwithstanding any of the foregoing, the department reserves the right to manage court subpoenas, including the rights: (1) to designate whether an employee shall be placed "on-call" or required to appear in court; (2) to designate the time period an employee will be placed "on-call," if at all; and/or (3) to designate or change the time an employee will be required to appear in court in response to a subpoena to the extent permitted by court practices.

b. Court Pay

Court Pay is intended to compensate officers for time spent in court during their off-duty hours. When officers are called to attend court, they shall receive compensation at time and one-half their regular hourly rate for a minimum of two (2) hours or the actual time spent in court if it exceeds more than two (2) hours. The actual time in court cannot be counted twice if it



extends into the officer's duty shift. Lunch break from court shall not be considered work time and will not be compensated.

5. MEALTIME COMPENSATION

A thirty (30) minute paid meal period, when available, will be included in the shift of all employees assigned to call-for-service positions, including detectives and the Special Investigations Unit, as defined by the department. Except for officers assigned to work the major portion of their shift between 11 p.m. and 7 a.m., this break is to be taken within their assigned area or the Police Station, and must allow them to respond to emergency situations. A meal schedule allowing the taking of meals outside the employee's assigned area and other than at the Police Station will be established by the department for officers assigned to work a shift the majority of which is between 11 p.m. and 7 a.m. Officers assigned to the administrative functions shall be permitted a thirty (30) minute non-paid meal break per shift. If a City vehicle is utilized for transportation to a meal site, the employee will notify the department of location for contact in case of emergency situations. Time spent in response to such calls shall be compensated at the normal overtime rate of the employee.

6. ALTERNATIVE WORK SCHEDULES

a. 4/10 Plan

All employees assigned to the following units shall be assigned a "4/10" work schedule, consisting of four consecutive ten-hour work days and three consecutive days off, except that employees assigned to the Special Investigations Unit (SIU) may be required to work a 4/10 schedule that does not include three consecutive days off when required by the needs of the department:

1. Gang Suppression Unit
2. Special Investigations Unit
3. Neighborhood Traffic Unit
4. Intelligence
5. Professional Standards Unit
6. Internal Affairs Sergeant
7. Property Detectives
8. Crimes against Persons Detectives
9. Youth Services Unit
10. Career Criminal Apprehension Team

Meal Periods: For all employees not assigned to the Special Investigations Unit, Gang Suppression Unit, Traffic Unit, or Patrol, the employee's meal period shall not be counted as part of the ten hours the employee is scheduled to work. Thus, for example, if such an employee is scheduled to have a one-hour meal period, his regularly scheduled shift shall be scheduled to end eleven hours after it is scheduled to begin. An employee who is authorized to work during all or any portion of the scheduled meal period shall be entitled to regard that time as time worked.

b. 3/12.5 Work Schedule

Employees assigned to the Community Policing Bureau for Patrol Assignment only shall be assigned to a 3/12.5 work schedule. The 3/12.5 work schedule shall consist of three consecutive 12.5-hour work days followed by four consecutive days off. The 3/12.5 work schedule requires that once within every 28-day period each employee work an additional 10-hour shift. Employees will be notified at least 28 days in advance of the date for the 10-hour work shift. The 10-hour work shift shall be assigned in conjunction with the employee's regularly scheduled days off and shall allow for at least a 9-hour break between the 10-hour work shift and the end or commencement of the employee's regular duty shift. Exceptions to the 10-hour shift rules relative to being in conjunction with the employee's days off or providing for a minimum of 9 hours between shifts will be:

- 1) The 10-hour shift is for training and the employee agrees to waive the minimum 9-hour break requirement.
- 2) The department becomes aware of an event, (e.g., an event involving civil unrest, an emergency situation, or some other activity that is not anticipated or planned) requiring additional police officer staffing. In such cases, the employee shall have the option of agreeing to work such event in lieu of their scheduled 10-hour work shift. If the event does not require the employee work a complete 10-hour shift, the employee shall work the remaining time in a patrol function or other function approved by the watch or division commander.
- 3) Employees who work the 3/12.5 work schedule are regularly scheduled to work 75 hours in one of the pay periods of the 28-day FLSA work period and 85 hours in the other pay period of the work period. On pay day following both pay periods, employees shall receive pay for eighty (80) hours of pay (subject to the employee potentially working overtime). For the pay period in which employees work 85 hours, they shall place five (5) hours into a shift bank and for the pay period when employees work 75 hours they shall be paid (5) hours from the shift bank. This will ensure that employees receive 80 hours each pay period for regularly scheduled hours.

a) Ten-Hour Shift Substitution

Employees will be able to use compensatory time (or vacation time) to cover no more than one (1) ten-hour shift that occurs every 28 days, each calendar year, with supervisory approval.

7. SPECIALTY ASSIGNMENT-- TEMPORARY ASSIGNMENT TO PATROL

All employees assigned to any specialty assignment or unit may be assigned by the Police Chief to work up to one (1) consecutive month, each calendar year, in patrol.

8. ABSENCE FROM WORK

Employees are required to use all reasonable efforts to schedule all non-work related activities, such as routine medical, dental, or other health-related appointments, and any other type of appointments that may otherwise necessitate the employee's absence from work, for their regularly scheduled days off.

## ARTICLE V

### LEAVE POLICY

#### 1. HOLIDAYS

##### a. Authorized Holidays

- (1) Effective the first pay period of each calendar year, each employee shall receive one hundred and ten (110) total hours of paid holiday leave in a "holiday bank." Non-patrol employees who choose to work on the actual holiday shall do so in patrol, unless specifically authorized by their supervisor for another assignment. During the first six months of the calendar year, employees may either use (subject to supervisory approval) any or all of the holiday hours placed their bank or request payment for up to one-half the total annual holiday hours accrued (i.e., up to 55 hours). The remaining holiday hours accrued may be either used (subject to supervisory approval) or requested for payment during the second six months of the calendar year. At the end of the calendar year, any holiday hours remaining in employees' banks will be cashed out.
- (2) An employee who commences employment at a time other than the beginning of a calendar year shall only be entitled to receive those holiday benefits described in subparagraph (3) of this section attributable to those holidays that will occur during employment. Likewise, employees who separate from service during the course of a calendar year shall only be entitled in that year to utilize those holiday benefits described in subparagraph (3) of this section which pertain to the time period they were employed. The value of any holidays used in excess of those entitled shall be deemed a wage advance and shall be deducted from the employee's final paycheck.

An employee who is on an unpaid leave of absence during any holiday designated in subparagraph (3) shall have the holiday hours previously placed in his/her bank for the holiday deducted or his/her pay will be reduced if the employee has previously used or cashed out the hours. If an employee dies or has a grave non-industrial illness/injury and does not return to work, the City will not seek reimbursement of any used but unearned holiday pay.

##### (3) Designated Holidays

January 1<sup>st</sup> (New Year's Day)  
Third Monday of February (President's Day)  
Last Monday of May (Memorial Day)  
July 4<sup>th</sup> (Independence Day)  
First Monday in September (Labor Day)  
November 11 (Veteran's Day)  
Fourth Thursday in November (Thanksgiving Day)  
The Day after Thanksgiving  
December 24<sup>th</sup> (Christmas Eve)

December 25<sup>th</sup> (Christmas Day)  
December 31<sup>st</sup> (New Year's Eve)

b. Holiday – Cash Out

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

To the extent permitted by law, Holiday Cash Out will be reported to CalPERS as special compensation per Title 2 California Code of Regulations section 571(a)(5) for classic members as Holiday Pay.

2. VACATION

Annual vacation schedules shall be established by the department once a year on the basis of seniority as established within assignment by the Police Chief. Unscheduled vacations may be granted by the Police Chief at such times as in his/her opinion, they would cause the least interference with the department.

a. Accrual

Employees shall accrue vacation as follows:

80 hours upon completion of one year of full time service.

120 hours (ten (10) hours per month) for employees who have completed one (1) year of service through completion of nine (9) years of service – with a maximum vacation accrual of 240 hours.

144 hours (twelve (12) hours per month) for employees who have completed nine (9) years of service through completion of fourteen (14) years of service – with a maximum vacation accrual of 288 hours.

168 hours (fourteen (14) hours per month) for employees who have completed fourteen (14) years of service through completion of nineteen (19) years of service – with a maximum vacation accrual of 366 hours.

207 hours (seventeen and one-quarter (17.25) hours per month) for employees who have completed nineteen (19) years of service through completion of twenty-four (24) years of service – with a maximum vacation accrual of 414 hours.

246 hours (twenty and one-half (20.5) hours per month) for employees who have completed twenty-four (24) years of service – with a maximum vacation accrual of 492 hours.

If for some specific reason an employee wishes to accrue vacation leave in excess of the limits established herein, he must submit a request in writing to his department listing these reasons. The Police Chief and City Manager shall review and may grant such request if it is in the best interest of the City. The

excess of the limit shall be determined by the Police Chief and the City Manager.

b. Effects of Holiday on Vacation Leave

In the event one or more authorized municipal holidays falls within a vacation leave, employees may utilize hours from either their holiday or vacation banks.

c. Effect of Leave of Absence on Accrual of Vacation Leave

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's annual vacation earned during the calendar year to be reduced proportionately for each month or major portion of a month that the employee is on leave of absence without pay.

d. Compensation for City Work during Vacation

Employees shall be permitted to work for compensation for the City with the approval of the Police Chief within their normal capacity during the time of their paid vacation leave from City service.

e. Vacation Pay Upon Separation

Any employee separating from the City service who has accrued vacation leave shall receive a cash out of all accrued vacation leave hours at their base salary hourly rate. When separation is caused by death of any employee, payment shall be made to the estate of such employee or, in applicable cases, as provided by the Probate Code of the State.

f. Vacation Buy-Back

Employees may elect to convert unused vacation benefit at their hourly rate of pay into cash, provided that they retain after such conversion at least eighty (80) hours of unused vacation benefits.

By December 15 of each year, an employee may make an irrevocable election to cash out accrued vacation leave which will be earned in the following calendar year at the employee's base rate of pay. In the following year, the employee can receive the cash for the vacation leave he/she irrevocably elected to cash out in two (2) separate increments. However, at the time of either cash out the employee must have at least eighty (80) hours of accrued vacation on the books.

In addition to the above, an employee who has an "unforeseen emergency" (defined as an unanticipated emergency that is caused by an event beyond the control of the employee and that would result in severe financial hardship to the employee if early withdrawal were not permitted) shall be entitled to make a request to the Director of Human Resources for a payoff of accrued vacation leave. The amount of vacation leave which may be paid off is limited to the amount necessary to meet the emergency.

If an employee makes an irrevocable election to cash out vacation leave in the

following calendar year and uses vacation leave in that subsequent year, the vacation leave used will come from vacation leave the employee had earned prior to January 1 of the year the employee has elected to cash out vacation leave. This is to ensure that assuming an employee had a vacation leave balance prior to January 1, the vacation leave used will not result in a reduction in the amount of vacation leave the employee will be eligible to cash out.

If, during the year when an employee has made an irrevocable election to cash out vacation leave, he/she was on leave without pay and did not earn the vacation leave expected, the employee will still be able to cash out the vacation leave the employee did earn even if reduced by the leave without pay.

### 3. SICK LEAVE

#### a. Accrual of Sick Leave

Every employee shall be allowed ten (10) hours sick leave with pay for each calendar month of actual continuous service dating from the first of the month nearest the commencement of said service. Such accruals shall be cumulative.

Sick leave can only be used for an employee's illness, injury, or family sick leave.

#### b. Family Sick Leave

One-half of an employee's annual accrued sick leave may be permitted to be used in any calendar year for family sick leave. Family sick leave is permitted to be used for an employee's spouse, registered domestic partner, children, sibling parent, grandparent or grandchild.

#### c. Proof of Illness

- (1) Employees shall be required to complete a sick leave verification form when returning to work after utilizing sick leave. This form shall be attached to their time sheet. The Human Resources Director may request a certificate issued by a licensed physician or other satisfactory proof of illness before sick leave pay is granted. If the sick leave request equals five (5) or more working days, the Human Resources Director may also designate a licensed physician to conduct a physical examination and such examination shall be conducted at City expense.
- (2) Notwithstanding (1) above, the Police Chief may require a certificate issued by a licensed physician or other satisfactory proof of illness before any type of sick leave pay is granted for absences of any duration if, prior to the beginning of the absence, the Police Chief has issued a letter to the individual employee stating that such certification will be required.
- (3) Such a letter may be issued by the Police Chief in his discretion whenever an employee's record indicates any of the following:
  - a) Excessive sick leave incidents
  - b) Abuse of sick leave usage

- c) Excessive tardiness
- d) Unacceptable patterns of absence or tardiness, such as chronic absences on the last day of a work week or first day of a work week, or chronic absences on days preceding or following holidays or vacation days.

d. Effect of Leave of Absence on Sick Leave Accrual

The granting of any leave of absence without pay exceeding fifteen (15) consecutive calendar days shall cause the employee's normal rate of sick leave accumulation to be extended by the number of calendar days for which such leave of absence has been granted less the first fifteen (15) calendar days of such leave.

e. Annual Sell Back

Once every fiscal year during the month of July an employee who has accumulated 240 unused sick leave hours shall be eligible to sell back to the City one-half of his annual accrued but unused sick leave hours in excess of 240 hours, at the rate of \$.75 on the dollar, based upon the hourly rate of pay in effect as of June 30<sup>th</sup>. The remaining one-half of annual accrued but unused sick leave hours will remain in the employee's bank of accumulated sick leave.

f. Pay Off at Retirement

At the time of an employee's service or disability retirement, the City shall pay the employee an amount equal to 100% of his/her total accumulated but unused sick leave hours up to a maximum of 750 hours accumulated but unused sick leave. Any remaining accumulated but unused sick leave hours will be used toward the extension of his service period under the PERS retirement system, subject to Government Code Section 20965.

At the request of the employee, 100% of his/her accumulated but unused sick leave hours may be used toward the extension of his service period under Government Code Section 20965 and no payout will occur.

4. BEREAVEMENT LEAVE

Whenever any employee in the unit is compelled to be absent from duty by reason of death or critical illness (where death appears imminent) of members of the employee's extended family (father, mother, brother, sister, spouse, children, current step-child, mother-in-law, father-in-law, step parent, grandmother, grandfather, grandchildren, legal guardian or ward) such person shall be entitled to a one-time per family member leave of absence with pay for up to four (4) working days.

5. MILITARY LEAVE

Military leave with pay shall be granted in accordance with provisions of State and Federal law. An employee entitled to military leave shall give the Police Chief an opportunity within the limits of military regulations to determine when such leave shall be taken. The employee shall as soon as practicable notify his supervisor upon receipt of military orders and present a copy of the orders to the Police Chief prior to

taking such leave. The Police Chief shall in turn advise the Human Resources Director of such military orders.

6. JURY DUTY

An employee called for jury duty shall immediately submit a memorandum to the Police Chief through the chain of command listing the required dates of service. Employees serving on jury duty in courts that have established a "stand by" or "call in" system are required to use the "stand by" or "call in" process.

An employee who is required to attend jury duty on a scheduled work day will be compensated for the hours served at their normal rate of pay, hour for hour. Jury duty hours will be substituted for regular work hours, hour for hour for the normal work day.

Employees who do not spend all the hours of their regular work shift on jury duty are required to report to the department to complete the remaining hours. The employee may request from his immediate supervisor, or the on-duty watch commander, compensatory time off in lieu of reporting for duty.

An employee who is required to attend jury duty on regular, previously scheduled days off, or holiday will not be compensated for jury service. Regular or previously scheduled days off will not be adjusted to coincide with dates of jury service. No overtime pay will be paid for jury duty hours that exceed the normal number of hours an employee is scheduled to work.

An employee who is called for jury duty must submit a certificate from the court that shows the dates and hours of service. This certificate will be submitted with the employee's time sheet and forwarded to Payroll.

7. TIME OFF FOR EXAMINATIONS

All employees shall be entitled to necessary time off with pay for the purpose of taking qualifying or promotional examinations pertaining to positions in the competitive service of the City.

8. LEAVE OF ABSENCE WITHOUT PAY

a. General Policy

Any employee may be granted a leave of absence without pay upon the approval of the Human Resources Director pursuant to the recommendation of his department head. A leave without pay may be granted for any of the following reasons:

- (1) Illness or disability
- (2) Pregnancy
- (3) To take a course of study which will increase the employee's usefulness on return to his position in the City service
- (4) For personal reasons acceptable to the Human Resources Director and Police Chief.

b. Authorization Procedure



Requests for leave of absence without pay shall be made upon forms prescribed by the Human Resources Director and shall state specifically the reason for the request, the date when it is desired to begin the leave and the probable date of return. The request shall normally be initiated by the employee but may be initiated by the Police Chief. The Police Chief's written recommendation (that it be granted, modified or denied) shall be promptly transmitted to the Human Resources Director. The Human Resources Director shall then make his/her determination in writing. A copy of any approved request for leave of absence without pay shall be delivered promptly to the Finance Director.

c. Length of Leave and Extension

A leave of absence without pay may be made for a period not to exceed one (1) year provided that the City Manager may extend such leave for an additional period not to exceed one (1) year. Procedure in granting extensions shall be the same as that in granting the original leave provided that the request for extension is made no later than fourteen (14) calendar days prior to the expiration of the original leave.

d. Return from Leave

When an employee intends to return from an authorized leave of absence without pay either before or upon the expiration of such leave, he/she shall contact the Police Chief at least fourteen (14) calendar days prior to the day he plans to return. A Police Captain shall promptly notify the Human Resources Director of the employee's intention.

e. Leave without Pay

An employee shall utilize all his vacation and compensatory time off prior to taking an authorized leave of absence without pay. The employee shall designate the order of which leave bank is to be depleted first.

9. ABSENCE WITHOUT LEAVE

a. Advance Notice

Whenever possible an employee shall notify his department head or immediate supervisor in advance of the date he expects to be absent from duty and the reasons for such absence.

b. Notification on Day of Absence

Employees shall notify, except as otherwise excused by reason of law, the on-duty Operations Commander at least one (1) hour prior to the assigned reporting time if they do not intend to report for assigned duty. The Operations Commander shall notify the employee's Commander and/or immediate supervisor.

## ARTICLE VI

### EQUIPMENT AND SAFETY

#### 1. SAFETY EQUIPMENT

The .40 or .45 Glock caliber handgun will be provided to all members required to carry a gun, at the City's expense and will be the primary weapon authorized by the Police Department. A member may, however, be authorized to carry an approved make and model .40 caliber, 9 millimeter or .45 caliber handgun if qualified by the department in its use. The City will provide training and ammunition for any one of the weapons mentioned above. Each officer shall upon request be furnished with 120 rounds of practice ammunition per month.

#### 2. CONCEALED GUN

Departmental General Order 14.3 permits officers to carry a concealed second hand gun to be used in emergency situations where the officer's primary duty gun has become inoperable or unavailable. The second hand gun shall be carried at the officer's option and shall not be furnished by the Department. The second hand gun must be carried in a concealed manner, as more specifically set forth in the General Order and the officer who desires to carry it will be required to qualify for it on an annual basis under supervision of the Departmental Range Master and at Departmental convenience. Such qualification must be on the officer's own time and with his own ammunition. All weapons and ammunition are to be inspected by the Departmental Range Master prior to qualification. The second hand gun shall be a .38 caliber revolver or semi-automatic pistol, .380 caliber semi-automatic pistol, .40 caliber semi-automatic pistol, .45 caliber semi-automatic pistol (other than Model 59 Smith & Wesson and Model 39 Smith & Wesson), 9 millimeter or another weapon specifically authorized in writing by the Police Chief.

#### 3. ADVISORY SAFETY COMMITTEE

The City shall utilize the Safety Committee policy set forth in Exhibit C of this MOU. Any part of this policy may be changed by written agreement of the parties.

## ARTICLE VII

### WORKING CONDITIONS

#### 1. PROMOTIONAL POLICY

The City shall utilize the Promotional policy set forth in Exhibit A of this MOU. Any part of this policy may be changed by written agreement of the parties.

#### 2. TRANSFER POLICY

The City shall utilize the Transfer policy set forth in Exhibit B of this MOU. Any part of this policy may be changed by written agreement of the parties.

#### 3. SHIFT ASSIGNMENTS

The patrol shift selection system is a "Dream Sheet" system, except for qualified Patrol Officers and qualified Master Officers as described below. A dream sheet system is one in which Officers and Sergeants submit a first and second choice request for a patrol shift, and the patrol division lieutenants retain final scheduling authority. The patrol Lieutenants will meet and review the Sergeants' dream sheets before assigning shifts, and the patrol Sergeants and patrol Lieutenants will meet and review the Officers' and Master Officers' dream sheets before assigning shifts.

Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be on a seniority basis for two consecutive shift changes. After these two consecutive shift changes, "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will revert to the "Dream Sheet" system used for non-qualifying Officers and Master Officers. To be "qualified," an Officer or Master Officer must have 15 years of service with the Garden Grove Police Department as a full-time sworn Police Officer prior to the first day of the shift change. "Qualified" patrol Officers and "qualified" Master Officers assigned patrol beats will be staggered, as described below, to distribute the number of seniority shift selections over three shift changes.

The number of "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats will be equally divided between the two patrol divisions. Then, using a lottery system administered by the department, each patrol division will equally divide the combined "qualified" patrol Officers and "qualified" Master Officers into three groups: A, B, and C. A "two-shift seniority, one-shift non-seniority selection" cycle will be established, with respect to those groups, as follows: 1) A and B seniority, C non-seniority; 2) B and C seniority, A non-seniority; 3) C and A seniority, B non-seniority. Employees in the two lettered groups who have seniority preference in shift selection shall not have such preference affected by which of the two lettered groups they are in. As "qualified" Officers and "qualified" Master Officers rotate, or are otherwise assigned to patrol divisions and beats, they will be assigned to one of the three groups based on maintaining an equal distribution of "qualified" personnel amongst the three groups. Preference in the selection of available patrol shifts for "qualified" patrol Officers and "qualified" Master Officers assigned to patrol beats only applies during the regularly scheduled semi-annual shift changes. The department retains the right to make division, beat and squad assignments when Officers are initially hired or transferred to patrol during the middle of a six-month shift assignment.

In applying this clause to shift assignments, the department reserves the right to distribute, at its discretion, the number of Master Officers assigned to patrol beats amongst the seven squads to ensure a relatively even distribution of Master Officers 24 hours a day, 7 days a week.

4. SHIFT ASSIGNMENT LABOR/MANAGEMENT COMMITTEE

The City and the Police Association agree to create a joint committee composed of an equal number of members from the Police Association and Management. This joint committee shall meet and confer in good faith over the course of this Agreement regarding the development of mutually-acceptable policies, rules and procedures for "overall" shift selection by seniority.

5. SPECIALTY UNIT ASSIGNMENT

- a. Except as provided for herein, all assignments to a specialty unit shall be on a five (5) year basis. At the end of such specialty assignment, Officers may be rotated out of such assignments by the Police Chief. The Association agrees that this rotation shall not be subject to any administrative or other review.

Except to the extent expressly provided in this paragraph, the assignment and re-assignments of Police Sergeants to and/or out of specialty units or positions will continue to be made at the sole discretion of the Police Chief. The assignment of Police Sergeants to specialty units or positions will be on a three (3) year basis. At the end of such specialty assignment, Police Sergeants will be subject to rotation out of such assignment by the Police Chief without any administrative or other review.

The Police Chief, in his/her sole discretion, may transfer any Police Sergeant prior to the end of the three (3) year assignment in that specialty position upon the completion of an administrative review. The administrative review shall be defined as a specific informal meeting between the Chief and the Command Staff (Captains) to discuss the matter prior to the Chief's decision to transfer the Police Sergeant prior to the end of the three (3) year assignment. The affected Police Sergeant shall be given written notice that an administrative review will take place.

An administrative review shall not be required if any Police Sergeant is subject to being transferred from a specialty assignment prior to the end of the three (3) year assignment as a result of an Internal Affairs investigation and/or formal discipline.

The Police Chief may, in his/her sole discretion and on a year-to-year basis, extend an Officer's or Sergeant's assignment in a specialty unit for a period of twelve (12) months. The Police Chief or his/her designee will notify any employee who is to be rotated per this section by November 15<sup>th</sup> of each year, and any such rotation to patrol will occur the following January shift change. It is expressly understood that if the Police Chief does not notify an employee that he/she is to be rotated, then a twelve (12) month extension has been granted. Nothing in this section shall be interpreted to require the Police Chief to rotate a specific number of officers each year.

- b. The City shall identify the following units and position assignments as non-patrol specialty assignments:

Motorcycle Officer  
Traffic Collision Investigator  
Special Investigations Unit  
Youth Services Unit  
Crimes Against Persons Unit  
Crimes Against Property Unit  
School Resources Unit  
Gang Suppression Unit  
Gang Suppression Unit Investigator  
K-9 Officer  
Personnel Sergeant  
Internal Affairs Sergeant

The Police Chief will have the right to determine additional specialty unit positions and/or assignments.

Notwithstanding any other provision of this MOU, the decision as to whether any assignment or position shall be established within the department as well as its impact is exclusively that of the Police Chief, and shall not be subject to the meet and confer process; provided that, by waiving its right to meet and confer, the Association does not waive its right to pursue judicial remedies consistent with this MOU. The City shall not be required to establish or maintain any Specialty Unit or position, or to establish or maintain any particular staffing level.

- c. Other than specified above, assignments for six (6) months or less are "not" regularly assigned within the meaning of this MOU. Such assignment constitutes a temporary assignment.
- d. Nothing in this MOU shall restrict the right of the Police Chief to reassign or remove any employee to or from a specialty assignment, during the term of such assignment.

6. EMPLOYMENT MEDICAL/PHYSICAL

Any employee may be required to take and pass a medical, and/or physical and/or psychological examination whenever, in the judgment of the Police Chief, it would be in the best interest of the City to make such a requirement. Employees, who in the medical examination are physically incapable of meeting the normal requirements of their positions, may be assigned to a class for which they are suitable. All employment examinations required by the City shall be conducted at City expense.

7. TRAINING SCHEDULING

The Department will attempt to alleviate officer inconvenience caused by scheduled training during non-duty hours. This may include weekend, weeknight or alternative training hour times. The Department may request officers to submit a preference day or time of day for a given six (6) month period.

8. DISCIPLINARY ACTIONS

The department may choose to offer an employee who is subject to a suspension the alternatives of a salary step reduction or loss of accumulated vacation time of an equal monetary value. The department also retains the right to utilize a mandatory step reduction as a form of disciplinary action.

9. DISCIPLINARY APPEAL

The Association agrees that the appeals procedure referred to in Section 2.44.390 of the Municipal Code shall not be available for any punitive action as defined by the Public Safety Officers' Procedural Bill of Rights Act which does not result in the loss of property. For discipline which does not result in the loss of compensation, employees shall be entitled to an appeal to the Chief of Police per Government Code section 3304.5.

10. SCAQMD

In compliance with the SCAQMD Regulation XV, the City reserves the right to delete or modify incentives, add new incentives, or add disincentives to the extent mandated, by SCAQMD, to the City's Trip Reduction Plan.

11. PROBATIONARY PERIOD

The probationary period for the classification of Police Officer is eighteen (18) months and for Police Sergeant is twelve (12) months commencing on the date of appointment.

## ARTICLE VIII

### GENERAL PROVISIONS

#### 1. MAINTENANCE OF BENEFITS

Except as set forth in this MOU and specifically subject to Management Rights Clause of this MOU, all existing prescribed economic fringe benefits shall remain in full force and effect during the term of this MOU. Nothing herein contained shall apply to those items which by law are and shall remain management prerogatives.

#### 2. SAVINGS CLAUSE

If any provision of this MOU or any of the applications of such provisions to any person or circumstances be ruled contrary to law, by any Federal or State court, or duly authorized agency, the remainder of this MOU will remain in force and effect.

#### 3. CONSTRUCTION

Nothing contained in this MOU or any attachment thereto, is intended to, in any way, modify, interpret, construe, or change existing or future law which may cover the topic. For purposes of this reference, law shall include the Constitution and all relevant Federal and State statutes, and all final appellate court decisions on the issue. References contained herein to matters covered by the law are included simply for the purpose of drawing the attention of the parties to legal requirements related to City employees and the government of the City of Garden Grove.

#### 4. TERM

Following ratification of this MOU by the membership of the Association and approval thereof by the City Council of the City of Garden Grove, this MOU shall be effective from July 1, 2018, through and including April 20, 2022. During the term of this MOU, neither party shall propose any improvements in wages, hours, or working conditions concerning the affected employees which are to take effect prior to the expiration date of said MOU, except as explicitly outlined herein.

ATTACHMENTS

Copies of the following documents are incorporated herein by reference:

- (a) City Council Resolution No. 4066-71 as amended -- "Employee Relations"
- (b) Chapter 2.44 of the Garden Grove Municipal Code, revised, entitled "Human Resources"

DATE:

FOR THE CITY OF GARDEN GROVE:

FOR THE GARDEN GROVE POLICE  
ASSOCIATION:

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LAURA J. STOVER  
*Human Resources Director*

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Corporal BRIAN DALTON  
*President*



PROMOTIONAL PROCEDURE  
FOR THE POSITION OF SERGEANT  
GARDEN GROVE POLICE DEPARTMENT

1. The Human Resources Office will provide notification of the promotional opportunity thirty (30) days in advance of the closing date for the filing of an application.
2. A promotional bulletin will be prepared outlining basic job duties, the application procedure, and a list of resource materials from which the written examination will be taken.
3. All individuals applying must meet the following requirements as of the deadline for applications:
  - a. Except as provided below in subparagraph b), each individual must possess an Associate of Arts (AA) or Associate of Science (AS) degree or equivalent units in a four (4) year program in a police related field and at least five (5) years' experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
  - b. As an alternative to the requirements described in subparagraph a), an employee may qualify if he or she has at least seven (7) years' experience as a peace officer, three (3) of which must have been at the Garden Grove Police Department.
4. All candidates will be required to complete a City interest form and file it with the Human Resources Office prior to the closing date.
5. A written exam will be scheduled with at least a two (2) week advance notice to all candidates. The appropriate provisions will be made to allow on-duty candidates an opportunity to take the examination. This exam will carry a weight of twenty percent (20%) in determining the final score for placement on the eligibility list.
6. All candidates scoring seventy percent (70%) or higher on the written exam will be eligible to continue in the process. This score will be weighted as twenty percent (20%) of the final cumulative score.

Once the Human Resources Director certifies those who have passed the written exam, candidates will have seven (7) calendar days in which to submit a self-assessment report using a number of job related dimensions as identified by the Human Resources Director. An In-house Review Panel consisting of five (5) sergeants and five (5) lieutenants will be convened to evaluate and score each candidate. The high score and the low score for each candidate will be thrown out and the remaining eight (8) scores will be averaged to form the promotional review score. This score will be weighted as forty percent (40%) of the final cumulative score. All candidates receiving a passing score of seventy percent (70%) or higher for the In-House Review will be eligible to continue in the process.

Those who pass both the written exam and the In-house Review Panel will participate in a Sergeant Promotional Assessment Center. The assessment center will be weighted as forty percent (40%) of the final cumulative. A passing score for the Sergeant Promotional Assessment Center is seventy percent (70%) or higher.

For candidates who pass the written exam, the In-House Review Panel, and the Sergeant Promotional Assessment Center, final placement on the eligibility list will be in rank order based on each candidate's cumulative score, weighted as described above. All candidates placed on the final eligibility list must receive a cumulative score of seventy percent (70%) or higher in the promotional process. An eligibility list ranking the candidates will be certified by the Human Resources Director. The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over the reasons why he was not selected.

7. The list will remain in effect for a period of one (1) year, unless the Police Chief extends the list for up to one (1) year; or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefore as provided in paragraph seven (7) above. However, should the list be exhausted prior to the one-year period, a new promotional list would be prepared based upon the procedure outlined herein.
8. If two (2) people achieve the same percentage score on the eligibility list, seniority with the department will determine the rank order of placement.

## TRANSFER POLICY

This transfer procedure for Police Officer will apply to the following units:

Special Investigation Unit  
Youth Services Unit  
Investigation Unit  
Motorcycle Officer  
Traffic Collision Investigator  
Gang Suppression Unit  
Gang Suppression Unit Investigator  
K-9  
School Resource Unit

1. Qualifications

All officers applying must have at least three (3) years of Peace Officer experience to participate in the transfer procedure and to be placed on the Eligibility List. However, any Officers transferred into a Specialty Assignment Unit must be of regular status (e.g., off probation).

2. Application Process

The Human Resources Department will post the opportunity for transfer to the above units/positions at least 30 days prior to the test date. Officers meeting the qualifications for transfer will be required to submit an application with Human Resources.

The Human Resources Department will give each applicant written instructions, including the due date, on completing a self-assessment report based on job related dimensions as identified by the Police Chief or his designee.

3. Testing

For the purposes of transfers and testing, the following units shall each be considered as one unit: Youth Services and Investigation Unit; Motorcycle and Traffic Collision Investigator Unit; the Gang Suppression Unit and Gang Suppression Unit Investigator; the Special Investigation Unit; K-9 and School Resource Unit. Each unit will be tested separately as described below.

An In-house Review Panel consisting of one (1) lieutenant, preferably the division commander of the specialty unit being tested, and three (3) sergeants, preferably sergeants who have worked in or supervised officers in the units being tested, will be convened to evaluate and score each candidate based on the self-assessment reports. The In-house Review scores will count as sixty percent (60%) in determining the final score for placement on the eligibility lists. All candidates scoring seventy percent (70%) or higher on the In-house Review will be eligible to continue in the process. Those candidates who pass the In-house review will be invited to appear before the same panel, which will also serve as an oral board. The

oral board will score each applicant. For all transfer tests, the scores of the oral board will be averaged and count forty percent (40%) in determining the final score for placement on the eligibility list. All candidates must pass the oral board with a score of seventy percent (70%) or higher to be placed on the eligibility list. For candidates that pass both phases of the transfer process, the cumulative score, weighted as described above, will determine final placement on the eligibility list.

4. Selection

If two (2) people achieve the same percentage score on the eligibility list, seniority with the Department will determine the rank order placement.

The Police Chief shall have the right to select from any of the top four (4) eligible candidates on the list or from any of the eligible candidates on an eligibility list containing less than four (4) candidates. If the Police Chief does not make his selection in accordance with the procedures described above, he has the obligation to review with the candidate(s) who was passed over, the reasons why he was not selected.

In the event there are not applicants qualified for the position, the Police Chief reserves the right to make the assignment. The assignment will be for a maximum one (1) year period or until a new eligibility list has been established.

The list will remain in effect for a period of one (1) year, unless the parties hereto mutually agree to a shorter duration, or unless the list contains four (4) or less candidates, all of whom have been passed over and notified of the reasons therefore. However, should the list be exhausted prior to the one-year period, a new transfer list would be prepared based upon the procedure outlined herein.

If an eligible candidate is offered a transfer and declines to accept the transfer, he remains on the eligibility list at the same position. If another vacancy occurs and the eligible candidate is offered a transfer and declines to accept the transfer, he shall drop to the bottom of the list.

5. Change in Specialty Assignment Unit

An individual who assumes a specialty assignment, other than a six (6) month rotational assignment, shall not be eligible to transfer to another specialty assignment for two (2) years from the date of appointment of the previous specialty assignment. During the second year, however, an individual may test for placement on a specialty assignment eligibility list, but may not be appointed to such a position until the completion of the two (2) year period and unless the position becomes open after the expiration of such two (2) year period.

6. Intra Unit Transfer

The Youth Services Unit and Investigation Unit shall be considered as one (1) unit. Motors (including Traffic Collision Investigator), Special Investigation, the Gang Suppression Unit (including Gang Suppression Unit Investigator), K-9 and School Resource Unit shall each be considered as five (5) separate units. These units will be tested for separately and have separate eligibility lists.

No employee will be allowed to transfer among the five (5) separate units without following this transfer procedure.

It is permissible for investigators assigned to Youth Services or Investigation, Gang Suppression Officer and Gang Suppression Investigator, and Motorcycle or Traffic Collision Investigators, to change assignments within these separate units without further testing.

7. Intelligence Unit

The position of Intelligence Officer is exempt from this transfer procedure. However, once an individual wishes to leave the position of Intelligence Officer for another specialty assignment, that individual must be certified through this transfer procedure as eligible on the appropriate specialty assignment eligibility.

8. No Successive Terms in the Same Specialty Assignment

No one may serve more than one consecutive term in the same assignment. Upon the conclusion of a specialty assignment term or upon leaving a specialty assignment, an incumbent must wait twenty-four (24) months before testing again for that same assignment.

ADVISORY SAFETY COMMITTEEAUTHORITY

The Advisory Safety Committee is granted only that authority as delegated by the Police Chief to assist his office in administrative duties. Nothing in this section shall be interpreted to abridge the authority of the Police Chief to take whatever action is necessary to maintain the integrity, discipline and good order of the Department.

STANDING BOARD OF INQUIRY

Purpose. To provide a fair and impartial method of resolving responsibility for any incident involving damage to, or loss of, police property, or injury to department personnel, an Advisory Safety Committee shall sit to make determinations regarding the responsibility, if any, for the damage, loss or injury.

Board Membership. The Advisory Safety Committee shall consist of three (3) members, all to be City employees - one (1) to be chosen by City Human Resources Department, one (1) chosen by the Police Chief and one (1) chosen by the Garden Grove Police Association.

Any member involved in an Advisory Safety Committee Review shall have the right to request disqualification of any member of the appointed Board, provided he has just cause to do so. Request and justification for disqualification must be presented to the appointing authority prior to the date set for the Board to convene.

If a member of the Advisory Safety Committee is involved in any incident, he shall be temporarily replaced for the matter under consideration and a substitute shall be appointed to serve on the Board in the classification he represents.

Type of Incidents Referred to the Standing Board of Inquiry for Action. The Standing Board of Inquiry shall investigate all incidents involving damaged or lost Department property, any industrial accident which results in a disabling injury causing loss of work, an industrial injury which necessitates extended light duty for the employee, or any accident deemed serious by the Department or division head.

Board Authority and Responsibilities. The Board shall convene as soon as possible after an incident to consider all evidence, reports, and statements presented. The Board shall have full authority to review the circumstances surrounding each incident referred to them and to interview the necessary witnesses and personnel involved.

No consideration shall be given to the personalities of the principals involved in determining responsibility for any incident into which inquiry is being made.

Board Findings and Recommendations. After gathering and evaluating relevant facts and circumstances, the Board shall prepare a detailed written report of the results of the investigation along with their determination as to responsibility for the incident. The Board shall forward the report to the principal's Bureau Commander for his/her review. The Captain shall then route the report to the Police Chief.

TUITION REIMBURSEMENT PROGRAM

1. ELIGIBILITY

All regularly appointed full time employees who have passed their initial probationary period (See Article VII, Section 12) are eligible to receive tuition reimbursement. Course must commence after passing the initial probationary period.

2. COURSE ELIGIBILITY

Courses must be in excess of the educational standards for the position. An example of this would be job-related college or university courses when the specification for the classification calls for high school graduation.

Courses must be taken at colleges or universities accredited by one of the six regional accreditation bodies for the United States (as approved by the Department of Education), including the Western Association of Schools and Colleges, the Northwest Association of Colleges and Universities, the Middle States Commission on Higher Education, the New England Association of Schools and Colleges, the North Central Association of Colleges and Schools, and the Southern Association of Schools and Colleges. Credits given for non-classroom assignments such as life experiences, military training, and professional training are not reimbursable. Correspondence courses are not eligible for reimbursement.

Coursework must be related to the employee's current occupation or to a City classification to which the employee may reasonably expect promotion.

No coursework beyond the Master's Degree level or any law school coursework is eligible for reimbursement.

Each course must be identified as to whether it is a core course or a recommended elective for the approved major.

Courses that duplicate previously taken courses are not eligible.

Courses are required for the completion of the pre-approved job-related major. An example would be general education or elective requirements to the major as stated in the college/university catalog. Remedial courses or those taken as required for non-approved major shall not be eligible.

Employees who currently have a Bachelor's/Master's degree may be authorized to take an undergraduate/graduate course in a specialized field directly related to the duties of their classification.

Courses are not taken on City time and must be certified that they are taken on the employee's off-duty time.

Courses must be approved by the Police Chief and the Human Resources Department before commencement of the class.

### 3. REIMBURSABLE EXPENSES

The City shall reimburse employees for tuition, registration fees and texts/materials and lab fees required for the eligible courses. Expenses for parking, travel, meals, non-course fees (e.g., student association fees, insurance fees), processing fees, transcript fees, materials and any other costs are not reimbursable.

Employees shall be reimbursed up to the dollar amount charged for the same number of units per term by the California State University system with a maximum of \$1,600 per fiscal year for courses taken during that particular fiscal year. The difference between the City's maximum reimbursement during any fiscal year and the amount of any actual reimbursement received by the employee during that fiscal year shall not be carried over or be available for use by the employee in any subsequent fiscal year.

Funds received from any outside sources for the same purpose, such as a scholarship, grant or Veteran's Educational Benefits, must be applied toward the cost of the tuition/fees before the City's tuition reimbursement plan shall apply.

Reimbursement shall be made upon completion of the course with a minimum final grade of "C" or its equivalent, i.e., a pass in a pass/fail course will be considered equivalent to a "C." Graduate level courses require a minimum grade of "B" for reimbursement. No reimbursement shall be made for audited or incomplete courses.

Employees must submit, from the attendant institution, a bona fide certification of fees paid and grade achieved in order to have their application considered for reimbursement. These documents must accompany the reimbursement application form in order to be processed.

Application for reimbursement must be submitted within three months of the completion of the approved course in order to be considered for reimbursement.

Upon separation from employment, employees shall be required to reimburse the City for any funds received under this program for courses completed during the last 12 months of employment. This payback provision does not apply to employees who are laid off by the City.

The tuition reimbursement may be a taxable benefit depending upon the provisions of the Internal Revenue Code. The individual employee will be responsible for any tax liability.



## UNIFORM ALLOWANCE

| <u>Title</u>    | <u>Reported to PERS each Pay Period</u>       |
|-----------------|---|
| Police Officer  | \$ 13.38 – effective April 20, 2019 - \$22.14 |
| Police Sergeant | \$ 13.38 – effective April 20, 2019 - \$22.14 |

POLICE ASSOCIATION/CITY  
MEMORANDUM OF UNDERSTANDING  
2018-22  
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#### EXHIBITS

|                               |           |    |
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| Advisory Safety Committee     | Exhibit C | 40 |
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GARDEN GROVE CITY COUNCIL  
RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING  
ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2018-2022  
BY AND BETWEEN THE GARDEN GROVE POLICE ASSOCIATION  
AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2018-2022, by and between the Garden Grove Police Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Police Association, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That the Human Resources Director is authorized to approve language revisions to the Memorandum of Understanding that do not affect compensation or cause financial impacts to the City.
3. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Teresa Pomeroy

Dept.: City Manager                      Dept.: City Clerk

Subject: Receive and file minutes                      Date: 4/9/2019  
from the meetings held on  
March 22, 2019, and March  
26, 2019. (*Action Item*)

---

Attached are the minutes from the meetings held on March 22, 2019, and March 26, 2019, recommended to be received and filed as submitted or amended.

**ATTACHMENTS:**

| <b>Description</b>       | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                 |
|--------------------------|--------------------|-------------|----------------------------------|
| Minutes - March 22, 2019 | 4/5/2019           | Minutes     | March_22__2019_-<br>_Retreat.pdf |
| Minutes - March 26, 2019 | 4/5/2019           | Minutes     | March_26__2019.pdf               |

MINUTES

GARDEN GROVE CITY COUNCIL

Special Meeting

Friday, March 22, 2019

Sheraton Hotel, Cabernet Ballroom  
12221 Harbor Boulevard, Garden Grove, California

CONVENE CITY COUNCIL MEETING

At 8:13 a.m., Mayor Jones convened the meeting.

|                  |          |     |   |
|------------------|----------|-----|---|
| <u>ROLL CALL</u> | PRESENT: | (6) | Mayor Jones, Council Members Brietigam, O'Neill, T. Nguyen, Klopfenstein, K. Nguyen |
|                  | ABSENT:  | (1) | Council Member Bui absent at Roll Call, but joined the meeting at 9:04 a.m.         |

ORAL COMMUNICATIONS

Speakers: None

Study Session (F: 10.9)

OPENING COMMENTS AND WORKSHOP OVERVIEW

WARM-UP ACTIVITY FOR CITY COUNCIL MEMBERS

REVIEW OF ACTION PLAN ACCOMPLISHMENTS AND COMMUNITY ENGAGEMENT UPDATE

DISCUSSION ON GOOD GOVERNANCE PRINCIPLES

PRESENTATION ON FISCAL YEARS 2018-19 AND 2019-20 REVENUE AND EXPENDITURE FORECAST

MEASURE O DISCUSSION INCLUDING PUBLIC SAFETY PLAN AND OTHER RELATED INITIATIVES

COUNCIL MEMBER T. NGUYEN LEFT THE MEETING AT 11:58 A.M.

RECESS

At 11:58 a.m., Mayor Jones recessed the meeting.

#### RECONVENE MEETING

At 12:47 p.m., Mayor Jones reconvened the meeting with Council Members Brietigam, O'Neill, Bui, Klopfenstein, and K. Nguyen present.

#### LONG TERM PLANNING UPDATES FROM CITY DEPARTMENTS

#### DISCUSSION OF FISCAL YEAR 2019-20 WORK PLAN

No actions were taken on the Study Session matters. Any proposed actions for these matters will be brought back to a City Council Regular Meeting for official action.

#### ADJOURNMENT

At 3:06 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy, CMC  
City Clerk

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 26, 2019

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

CONVENE CLOSED SESSION

At 5:59 p.m., Mayor Pro Tem Klopfenstein convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (6)      Council Members Brietigam, O'Neill, T. Nguyen, Bui, K. Nguyen, Mayor Pro Tem Klopfenstein

ABSENT:      (1)      Mayor Jones absent at Roll Call but joined the meeting at 6:00 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers:    None

CONVENE CLOSED SESSION

City Attorney Sandoval recused himself from Closed Session due to potential Orange County Fire Authority discussion.

At 6:01 p.m., Mayor Jones announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6(F)

City designated representative: Laura Stover, Human Resources Director  
Employee organizations: Firefighters Local 2005; Fire Management Association; Orange County Employees Association, Garden Grove Employee's League.



## RECESS CLOSED SESSION

At 6:22 p.m., Mayor Jones recessed Closed Session.

## CONVENE REGULAR MEETING

At 6:37 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

## INVOCATION

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

### COMMUNITY SPOTLIGHT IN RECOGNITION OF A.G. ANVARI AND KELLY ANVARI WHO WERE NAMED GARDEN GROVE'S 2019 AMERICANA CITIZENS OF THE YEAR BY THE CYPRESS COLLEGE FOUNDATION

### ADOPTION OF A PROCLAMATION HONORING MARCH 29 OF EACH YEAR AS NATIONAL VIETNAM WAR VETERANS DAY (F: 83.1)

Following the introduction of the matter, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

March 29, be officially recognized as National Vietnam War Veterans Day in the City of Garden Grove.

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

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

Following the vote, Mayor Jones requested that Dale Soeffner approach to receive the proclamation. Mr. Soeffner approached and announced that he is a member of the Orange County Veterans Advisory Council, and he expressed his gratitude to the City Council for the proclamation on behalf of Orange County Veterans.

## ORAL COMMUNICATIONS

Speakers: Tom Raber

### CONSIDERATION OF A WRITTEN REQUEST FOR A ONE-DAY USE OF THE WILLOWICK GOLF COURSE FOR THE ANNUAL GOLF CLASSIC ON WEDNESDAY, MAY 8, 2019 (F:88.1)

Following staff introduction and City Council comments, it was moved by Council

Member Klopfenstein, seconded by Council Member Bui that:

The joint request from the Garden Grove Community Foundation and the Garden Grove Chamber of Commerce for use of the Willowick Golf Course to conduct the annual Garden Grove Community Foundation and Chamber Golf Classic on Wednesday, May 8, 2019, be approved.

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

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

CONSIDERATION OF A WRITTEN REQUEST FROM CUB SCOUT PACK 271 FOR CO-SPONSORSHIP OF THE ANNUAL CUB SCOUT PUSH CART DERBY ON SATURDAY, JUNE 1, 2019 (F: 88.1)

Following staff introduction and City Council comments, it was moved by Council Member Brietigam, seconded by Council Member Bui that:

Co-sponsorship be approved to provide staff support, in the amount of \$4,845, for street closure on Springdale Street south of Lampson Avenue to conduct the annual Cub Scout Pushcart Derby on Saturday, June 1, 2019.

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

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

RECESS

At 6:58 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:03 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A RESOLUTION RECOGNIZING A.G. ANVARI AND KELLY ANVARI BEING NAMED AS THE CYPRESS COLLEGE 2019 AMERICANA AWARDS' GARDEN GROVE CITIZENS OF THE YEAR (F: 83.1)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

A Resolution recognizing A.G. Anvari and Kelly Anvari for their work in the community that has earned them the prestigious title of Garden Grove Citizens of the Year from the Cypress College 2019 Americana Awards, be adopted.

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

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

ADOPTION OF A PROCLAMATION HONORING MARCH 29 OF EACH YEAR AS NATIONAL VIETNAM WAR VETERANS DAY (F: 83.1)

This matter was considered earlier in the meeting.

ADOPTION OF A PROCLAMATION PROCLAIMING THE MONTH OF APRIL 2019 AS BLACK APRIL MEMORIAL MONTH (F: 83.1)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

In recognition of the lives lost during the Vietnam War era, the month of April 2019, be proclaimed as Black April Memorial Month.

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

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

REJECTION OF ALL BIDS RECEIVED FOR STRUCTURED CABLING AND AUTHORIZE THE PURCHASING AGENT TO RE-ADVERTISE RFP NO. S-1247 (F: 60.4)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Bids received for RFP No. S-1247 be rejected; and

The Purchasing Agent be authorized to re-advertise for bids to provide on-call structured cabling and installation at multiple City facilities.

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

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

REJECTION OF ALL BIDS RECEIVED FOR TWO F5 LOAD BALANCERS AND  
AUTHORIZE THE PURCHASING AGENT TO RE-ADVERTISE RFP NO. S-1245 (F: 60.4)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Bids received for RFP No. S-1245 be rejected; and

The Purchasing Agent be authorized to re-advertise for bids for two F5 load balancers.

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

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

APPROPRIATION OF FEDERAL ASSET FORFEITURE FUNDS AND APPROVAL TO  
ALLOCATE FUNDING FOR A PROFESSIONAL SERVICES AGREEMENT WITH TRAUMA  
INTERVENTION PROGRAMS, INC., FOR ON-CALL VICTIM SUPPORT SERVICES  
(F: 55 – TRAUMA INTERVENTION PROGRAMS, INC.)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Existing federal asset forfeiture funds (Fund 112) for Fiscal Year 2018-19, in the amount of \$22,000, be appropriated; and

Allocation of the funds be approved to enter into a professional services agreement for emotional and practical support services with Trauma Intervention Programs, Inc., in the amount of \$21,227, and executed by the City Manager on behalf of the City.

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

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

ACCEPTANCE OF REIMBURSEMENT FROM THE CITY OF SANTA ANA FOR THE  
VISIONING AND THE ECONOMIC ANALYSIS CONSULTANT AGREEMENTS FOR THE  
WILLOWICK GOLF COURSE SITE (F:73.13) (F:34.1-2018-19)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Reimbursement in the amount of \$49,757.50 from the City of Santa Ana for consultant service agreements for the Willowick Golf Course site, be accepted; and

The reimbursement be placed in Fund 106 for Fiscal Year 2018-19.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MARCH 12, 2019  
(F: VAULT)

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Minutes from the meeting held on March 12, 2019, be received and filed.

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

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

WARRANTS

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Payroll Warrants 183085 through 183108; Direct Deposits D345065 through D345739; and Wires W2562 through W2565; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the City Manager or his designee; and

Regular Warrants 648677 through 649068; Wires W2432 through W2442; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the City Manager or his designee.

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

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

WAIVER

It was moved by Council Member Bui, seconded by Council Member T. Nguyen that:

Full reading of ordinances listed be waived.

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

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

PUBLIC HEARING – APPROVAL OF FISCAL YEAR 2019-20 ACTION PLAN FOR THE  
USE OF HOUSING AND URBAN DEVELOPMENT FUNDS (F: 117.10D)

Following staff presentation, Mayor Jones declared the Public Hearing open.

Speakers: None

With no testimony from the audience, Mayor Jones declared the Public Hearing closed.

Following City Council discussion, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

The Fiscal Year 2019-20 Action Plan for the use of U.S. Department of Housing and Urban Development funds, be approved; and

The City Manager be authorized to negotiate and execute related documents and agreements with certain project-specific agreements be brought before City Council for approval.

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

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

APPOINTMENTS TO THE MEASURE O CITIZENS' OVERSIGHT COMMITTEE  
(F: 122.90)

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

This matter be continued to the City Council Meeting on April 23, 2019, and to extend the application period.

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

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

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW PUBLIC WORKS CONSTRUCTION TRUCK

Following staff presentation and City Council comments, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

The City Manager, or his designee, be authorized to issue a purchase order in the amount of \$289,144.97 to National Auto Fleet Group for the purchase of one (1) new Public Works construction truck.

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

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

SECOND READING OF ORDINANCE NO. 2904 (F: 116.PUD-010-2019)

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

Following the reading of the title, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

Ordinance No. 2904 entitled: An Ordinance of the City Council of the City of Garden Grove approving Planned Unit Development No. PUD-010-2019 to amend the City's official zoning map to change the zoning of the property to Residential Planned Unit Development zoning (PUD-010-2019) with R-3 (Multiple-Family Residential) base zoning, be adopted.

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

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

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

Council Member O'Neill congratulated Kelly and A.G. Anvari on being named Man and Woman of the Year, and noted they are both very deserving people for all of their work and compassion helping provide home care services.

Council Member T. Nguyen congratulated the American Tigers Taekwondo School, a dojo in District 3, for two students winning gold medals and moving forward to State competitions coming up in Las Vegas.

Council Member Klopfenstein commented on her trip to Sacramento with ACC-OC, and having an opportunity to meet with legislators, including Senator Wiener, and to hear discussion on Senate Bill 50. Senator Wiener introduced SB 50 to address affordable housing and has a transportation component. She noted that today was the unveiling of the Jack Wallin bust installed at the entrance of the Atlantis Play Center. She commented that it was an emotional day for Jack's family and everyone in attendance, and she commended Jennifer Stewart, commissioned to create the bust, on her talent. She noted that with the rain and as the weather is warming up, Vector Control is receiving calls earlier, and she cautioned everyone to take precautions against mosquitoes.

Council Member Bui stated that he had recently been informed about Raul Guerra a former resident of East Los Angeles, who in 1967, was enroute to the USS Oriskany when the aircraft, he and four others were on, crashed into a mountainside northwest of Da Nang. Because of the difficult terrain, the bodies were not recovered. However, remains were recovered and with DNA confirmed, Raul Guerra's remains will be brought back to Los Angeles. He expressed his appreciation for service men and women and for the families who endure the loss of loved ones.

City Manager Stiles noted the upcoming Garden Grove Chamber of Commerce 113<sup>th</sup> annual gala to be held at the Marriott on Saturday, March 30, 2019, starting at 5:30 p.m., noting that former Mayors will be recognized.

Mayor Jones adjourned the meeting in memory of former Mayor Walt Donovan, who recently passed away on March 16, 2019, at the age of 93. Mayor Donovan will be remembered for his long time service and commitment to Garden Grove.

#### RECONVENE CLOSED SESSION

At 7:32 p.m., Mayor Jones announced that the City Council was reconvening Closed Session in the Founders Room.

#### ADJOURN CLOSED SESSION

At 8:17 p.m., Mayor Jones adjourned Closed Session.

#### RECONVENE MEETING

At 8:18 p.m., Mayor Jones reconvened the City Council meeting in the Council Chamber with all Council Members present, and announced that there was no reportable action taken.



## ADJOURNMENT

At 8:19 p.m., Mayor Jones adjourned the meeting in memory of former Mayor Walt Donovan. The next Regular City Council Meeting will be held on Tuesday, April 9, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC  
City Clerk

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: City Manager Dept.: City Clerk  
Subject: Approval of warrants. Date: 4/9/2019  
(*Action Item*)

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Attached are the warrants recommended for approval.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>                       |
|--------------------|--------------------|-------------|--|
| Warrants           | 4/5/2019           | Warrants    | 04-09-19_CC_Warrants_(03-27-19).pdf    |
| Warrants           | 4/5/2019           | Warrants    | 04-09-19_CC_Warrants_(03-28-19_PR).pdf |
| Warrants           | 4/5/2019           | Warrants    | 04-09-19_CC_Warrants_(04-01-19).pdf    |
| Warrants           | 4/5/2019           | Warrants    | 04-09-19_CC_Warrants_(04-09-19).pdf    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT       | VENDOR   | DESCRIPTION   | AMOUNT  |
|---------------|--|---|---|
| 648807        | ALAN'S LAWN AND GARDEN CENTER INC.                         | REV & VOID  | -991.07 *   |
| 648921        | TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL | REV & VOID  | -4,249.97 *   |
| 649004        | YO-FIRE SUPPLIES   | REV & VOID  | -252.14 *   |
| 649069        | AT&T CORP  | TELEPHONE   | 860.94 *  |
| 649070        | AT&T   | TELEPHONE   | 74.12 *   |
| 649071        | ANAHEIM, CITY OF   | ELECTRICITY   | 97.19 *   |
| 649072        | FRONTIER COMMUNICATIONS                                    | TELEPHONE/BEEPERS   | 1,003.61 *  |
| 649073        | CITY OF GARDEN GROVE                                       | WATER   | 137.72 *  |
| 649074-649076 | VOID WARRANTS  |   |   |
| 649077        | SO CALIF EDISON CO   | ELECTRICITY   | 74,197.30 *   |
| 649078        | SO CALIF GAS CO  | NATURAL GAS   | 9,383.63 *  |
| 649079        | TIME WARNER CABLE  | CABLE   | 159.13 *  |
| 649080        | VERIZON WIRELESS-LA  | TELEPHONE/BEEPERS   | 16,483.32 *   |
| 649081        | TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL | MAINT-SERV CONTRACTS  | 4,249.97 *  |
| 649082        | VOID WARRANT   |   |   |
| 649083        | HOME DEPOT CREDIT SERVICES DEPT 32-2501437531              | OTHER EDUCATION EXP<br>MOTOR VEH PARTS<br>PAINT/DYE/LUBRICANTS<br>JANITORIAL SUPPLIES<br>ELECTRICAL SUPPLIES<br>HSHLD EQUIP/SUPPLIES<br>PIPES/APPURTENANCES<br>MAINT SUPP-TRAFF SIG<br>OTHER MAINT ITEMS<br>GEN PURPOSE TOOLS<br>SAFETY EQ/SUPPLIES<br>OTHER MINOR TOOLS/EQ<br>LUMBER | -13.91<br>256.02<br>126.81<br>15.55<br>176.53<br>69.98<br>136.31<br>442.52<br>780.04<br>463.97<br>309.18<br>1,034.89<br>21.61 |

PAGE TOTAL FOR "\*" LINES = 101,153.75

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 649084  | ABOVE THE TOP PARTY RENTALS & EVENT SERVICES INC | HARDWARE             | 190.07      |
| 649085  | C.L.E.A. CALIF LAW ENFORCEMENT ASSOC             | OTHER CONST SUPPLIES | 646.34      |
| 649086  | *CERDA, MARY                                     | SIGNS/FLAGS/BANNERS  | 31.83       |
| 649087  | *DELGADO, JUAN                                   |                      | 4,687.74 *  |
| 649088  | *GILDEA, PATRICK                                 | CRAFT SUPPLIES       | 1,669.70 *  |
| 649089  | O'CADIZ-HERNANDEZ*, GABRIELA                     | DISABILITY INSURANCE | 3,050.25 *  |
| 649090  | PASILLAS, CEL                                    | MED TRUST REIMB      | 305.00 *    |
| 649091  | LEGAL SHIELD                                     | TRAVEL ADVANCE       | 249.90 *    |
| 649092  | REGAL CINEMEDIA C/O CBO FULFILLMENT              | TRAVEL ADVANCE       | 160.00 *    |
| 649093  | REYNOLDS, JOHN E                                 | MED TRUST REIMB      | 367.14 *    |
| 649094  | RIVERSIDE COUNTY SHERIFF'S DEPT                  | EMPL COMPUTER PURCH  | 2,500.00 *  |
| 649095  | SANCHEZ, DAVID                                   | LEGAL                | 1,067.45 *  |
| 649096  | *VU, TUONG-VAN NGUYEN                            | FREIGHT/CARTAGE      | 10.00       |
| 649097  | *WHITNEY, CARL                                   | ADMN/ENTRANCE FEE    | 1,800.00    |
| 649098  | WHITNEY, CHERYL                                  |                      | 1,810.00 *  |
| 649099  | WORKS OF ART BY JENNIFER                         | MED TRUST REIMB      | 1,620.06 *  |
| 649100  | JIMENEZ, VIDAL                                   | TUITION/TRAINING     | 456.00 *    |
| 649101  | VALDIVIA, CLAUDIA                                | MED TRUST REIMB      | 700.00 *    |
|         |  | TRAVEL ADVANCE       | 258.00 *    |
|         |  | FOOD                 | 164.33 *    |
|         |  | MED TRUST REIMB      | 239.98 *    |
|         |  | OTHER PROF SERV      | 11,358.25 * |
|         |  | EMPL COMPUTER PURCH  | 2,467.25 *  |
|         |  | MED TRUST REIMB      | 104.00 *    |

PAGE TOTAL FOR "\*" LINES = 33,235.05

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 649102  | CITY OF LOS ANGELES  | TUITION/TRAINING     | 1,800.00 *  |
| 649103  | FALSE ALARM REDUCTION ASSN. C/O INNOVATIVE RESOURCES, LLC  | TUITION/TRAINING     | 400.00 *    |
| 649104  | *JENSEN, NICKOLAS  | TRAVEL ADVANCE       | 231.90 *    |
| 649105  | ACCOC  | OTHER CONF/MTG EXP   | 500.00 *    |
| 649106  | JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADEMY     | INSTRUCTOR SERVICES  | 360.99 *    |
| 649107  | CAMARENA, RENE   | MED TRUST REIMB      | 399.88 *    |
| 649108  | CREATE A PARTY INC DBA CREATE A PARTY RENTALS              | OTHER PROF SERV      | 643.10 *    |
| 649109  | ROSS CREATIONS DJ  | VIDEO PRODUCTION EXP | 650.00 *    |
| 649110  | ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES | OTHER PROF SERV      | 3,194.25 *  |
| 649111  | ADMINSURE  | SELF-INS ADMN        | 16,692.00 * |
| 649112  | APP-ORDER, LLC   | OTHER PROF SERV      | 340.00 *    |
| 649113  | ADAMSON POLICE PRODUCTS                                    | MOTOR VEH PARTS      | 8,322.31 *  |
| 649114  | ALL AMERICAN ASPHALT                                       | ASPHALT PRODUCTS     | 246.10 *    |
| 649115  | ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.                   | MOBILITY INSP FEE    | 375.00 *    |
| 649116  | ANGELUS QUARRIES, INC.                                     | OTHER MAINT ITEMS    | 880.21 *    |
| 649117  | AQUA-METRIC SALES, CO.                                     | WHSE INVENTORY       | 8,409.50 *  |
| 649118  | AYALA FURNITURE SOLUTIONS                                  | OTHER MAINT ITEMS    | 840.45 *    |
| 649119  | BARR AND CLARK, INC.                                       | OTHER PROF SERV      | 320.00 *    |
| 649120  | BIG RON'S AUTO BODY & PAINT, INC.                          | MV GAS/DIESEL FUEL   | 4,035.09 *  |
| 649121  | ANTHONY BIRMINGHAM WINDOW CLEANING                         | MAINT-SERV CONTRACTS | 1,351.00 *  |
| 649122  | BIG BEN ENGINEERING  | WTR/SWR CONST CONTR  | 43,092.40 * |
| 649123  | BOLSA NURSERY  | TREES                | 54.38 *     |

PAGE TOTAL FOR "\*" LINES = 93,138.56

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR  | DESCRIPTION          | AMOUNT      |
|---------|---|----------------------|-------------|
| 649124  | RUSSELL SIGLER INC. SIGLER WHOLESALE DISTRIBUTORS | ELECTRICAL SUPPLIES  | 364.81 *    |
| 649125  | CAMERON WELDING SUPPLY                            | OTHER PROF SERV      | 44.12       |
|         |   | MOTOR VEH PARTS      | 111.73      |
|         |   | OTHER REC/CULT SUPP  | 333.60      |
|         |   |                      | 489.45 *    |
| 649126  | CIVILTEC ENGINEERING INC                          | ENGINEERING SERVICES | 3,537.61 *  |
| 649127  | SUPPLYWORKS                                       | ELECTRICAL SUPPLIES  | 694.22 *    |
| 649128  | CLEANSTREET                                       | STREET SWEEPING SERV | 52,532.46 * |
| 649129  | CONTINENTAL CONCRETE CUTTING                      | OTHER MAINT ITEMS    | 9,065.00    |
|         |   | GEN PURPOSE TOOLS    | 896.00      |
|         |   |                      | 9,961.00 *  |
| 649130  | CONTROLLED MOTION SOLUTIONS, INC.                 | MOTOR VEH PARTS      | 588.10 *    |
| 649131  | CORDOVA & SON, INC.                               | OTHER MINOR TOOLS/EQ | 955.31 *    |
| 649132  | DAVIS FARR LLP                                    | ACCTG/AUDITING       | 27,080.00 * |
| 649133  | DIAMOND ENVIRONMENTAL SERVICES                    | MAINT OF REAL PROP   | 654.82      |
|         |   | NON-SPEC CONTR SERV  | 438.03      |
|         |   | OTHER MAINT ITEMS    | 163.14      |
|         |   |                      | 1,255.99 *  |
| 649134  | DUKE'S ROOT CONTROL, INC                          | MAINT-SERV CONTRACTS | 24,999.99 * |
| 649135  | EWING IRRIGATION PRODUCTS, INC.                   | WHSE INVENTORY       | -126.89     |
|         |   | PIPES/APPUTENANCES   | 246.28      |
|         |   | OTHER MAINT ITEMS    | 34.64       |
|         |   |                      | 154.03 *    |
| 649136  | EXCLUSIVE AUTO DETAIL                             | MOTOR VEHICLE MAINT  | 174.00 *    |
| 649137  | EXPERIAN INFO SOLUTIONS INC                       | OTHER PROF SERV      | 80.16 *     |
| 649138  | FLOWERS BY CINA, INC.                             | OTHER AGR SUPPLIES   | 91.59 *     |
| 649139  | FRYE SIGN CO                                      | MOTOR VEH PARTS      | 840.00      |
|         |   | SIGNS/FLAGS/BANNERS  | 32.33       |

PAGE TOTAL FOR "\*" LINES = 122,958.72

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR                           | DESCRIPTION          | AMOUNT      |
|---------|----------------------------------|----------------------|-------------|
| 649140  | GARDEN GROVE UNIFIED SCHOOL DIST | DEPOSIT REFUNDS      | 872.33 *    |
| 649141  | *LEDESMA, ANGELA                 | MILEAGE REIMB        | 250.00 *    |
| 649142  | HILCO FASTENER WAREHOUSE         | HARDWARE             | 53.82 *     |
| 649143  | HILL'S BROS LOCK & SAFE INC      | OTHER MAINT ITEMS    | 21.31 *     |
|         |                                  | GEN PURPOSE TOOLS    | 32.86       |
|         |                                  | OTHER MINOR TOOLS/EQ | 49.57       |
|         |                                  | HARDWARE             | 133.53      |
|         |                                  |                      | 398.82      |
|         |                                  |                      | 614.78 *    |
| 649144  | DANGELO CO                       | WHSE INVENTORY       | 18,058.90 * |
| 649145  | JAY'S CATERING                   | FOOD                 | 302.21 *    |
| 649146  | JOHNSTONE SUPPLY                 | ELECTRICAL SUPPLIES  | 33.14 *     |
| 649147  | KINNEL, LEE J                    | WHSE INVENTORY       | 1,379.20 *  |
| 649148  | LAWSON PRODUCTS, INC.            | MOTOR VEH PARTS      | 871.56 *    |
| 649149  | LOS ALTOS TROPHY                 | AWARDS/TROPHIES      | 1,527.03 *  |
| 649150  | MB PAINTING                      | MAINT OF REAL PROP   | 4,000.00 *  |
| 649151  | MARU, NAVIN                      | PERMITS/OTHER FEES   | 186.00 *    |
| 649152  | MC MASTER-CARR SUPPLY CO         | HARDWARE             | 256.49 *    |
| 649153  | MR. D'S AUTOMOTIVE               | MOTOR VEHICLE MAINT  | 70.00 *     |
| 649154  | CABCO YELLOW, INC.               | L/S/A TRANSPORTATION | 39,444.50 * |
| 649155  | VOID WARRANT                     |                      |             |
| 649156  | OFFICE DEPOT, INC                | OFFICE SUPPLIES/EXP  | 2,719.00 *  |
| 649157  | NICKEY PETROLEUM CO., INC.       | OTHER MAINT ITEMS    | 586.16 *    |
| 649158  | R.J. NOBLE COMPANY               | OTHER MAINT ITEMS    | 188.94 *    |

PAGE TOTAL FOR "\*" LINES = 71,435.37

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR   | DESCRIPTION                                 | AMOUNT                       |
|---------|--|---|------------------------------|
| 649159  | O.C. HOUSING AUTHORITY ACCTG DEPT.               | MOBILITY INSP FEE                           | 1,275.00 *                   |
| 649160  | OCN, IND, WHJ                                    | ADVERTISING                                 | 173.60 *                     |
| 649161  | OVERLAND, PACIFIC & CUTLER INC.                  | OTHER PROF SERV                             | 1,917.50 *                   |
| 649162  | PACIFIC MEDICAL CLINIC                           | MEDICAL SERVICES                            | 5,183.00 *                   |
| 649163  | PEST OPTIONS, INC.                               | MAINT-SERV CONTRACTS                        | 525.00 *                     |
| 649164  | PLUMBERS DEPOT INC.                              | GEN PURPOSE TOOLS                           | 809.20 *                     |
| 649165  | PRIME TRUCK TIRE SERVICE                         | REPAIRS-FURN/MACH/EQ<br>MOTOR VEHICLE MAINT | 585.00<br>340.00<br>925.00 * |
| 649166  | PROACTIVE CONSULTING GROUP LLC                   | OTHER PROF SERV                             | 1,800.00 *                   |
| 649167  | RADI'S CUSTOM UPHOLSTERY                         | MOTOR VEH PARTS                             | 2,200.00 *                   |
| 649168  | REFLEX TRAFFIC SYSTEMS, INC.                     | OTHER PROF SERV                             | 30,800.00 *                  |
| 649169  | PROACTIVE WORK HEALTH SERVICES                   | MEDICAL SERVICES                            | 420.00 *                     |
| 649170  | LASALLE GROUP INC. DBA RIDDLE APPLIANCE & TV SVC | MAINT-SERV CONTRACTS                        | 135.96 *                     |
| 649171  | NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS | REPAIRS-FURN/MACH/EQ                        | 3,300.00 *                   |
| 649172  | RYAN HERCO PRODUCTS CORP.                        | LABORATORY CHEMICALS                        | 53.77 *                      |
| 649173  | SAFETY 1st PEST CONTROL, INC                     | MAINT-SERV CONTRACTS                        | 725.00 *                     |
| 649174  | SANTA ANA RIVER FLOOD PROTECTION AGY             | DUES/MEMBERSHIPS                            | 1,300.00 *                   |
| 649175  | SAXE-CLIFFORD, PH.D., SUSAN                      | MEDICAL SERVICES                            | 1,350.00 *                   |
| 649176  | SHIELDS, HARPER, & CO                            | MOTOR VEH PARTS                             | 1,291.81 *                   |
| 649177  | SHOETERIA  | SAFETY EQ/SUPPLIES                          | 480.00 *                     |
| 649178  | SHRED CONFIDENTIAL, INC.                         | OTHER PROF SERV                             | 169.31 *                     |
| 649179  | SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)  | ENRGY RETROFIT IMPRV                        | 216,862.44 *                 |

PAGE TOTAL FOR "\*" LINES = 271,696.59



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR  | DESCRIPTION   | AMOUNT                                    |
|---------|---|---|---|
| 649180  | SIMPSON CHEVROLET OF GG                           | MOTOR VEH PARTS   | 1,666.78 *                                |
| 649181  | SOUTH COAST EMERGENCY VEHICLE SERVICES            | MOTOR VEH PARTS   | 31.20 *                                   |
| 649182  | SOUTHERN COUNTIES OIL COMPANY                     | MV GAS/DIESEL FUEL  | 38,943.46 *                               |
| 649183  | SPARKLETT'S                                       | OTHER MAINT ITEMS   | 59.78 *                                   |
| 649184  | SPECTRUM GAS PRODUCTS, INC.                       | MEDICAL SUPPLIES  | 123.50 *                                  |
| 649185  | SUPERIOR SIGNALS INC DEPT 3654                    | MOTOR VEH PARTS   | 263.71 *                                  |
| 649186  | TRUCK & AUTO SUPPLY INC. TrucParCo                | MOTOR VEH PARTS   | 4,951.38 *                                |
| 649187  | HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK | LABORATORY CHEMICALS  | 2,436.99 *                                |
| 649188  | UNIFIRST CORP                                     | LAUNDRY SERVICES  | 895.03 *                                  |
| 649189  | UNITED PARCEL SERVICE                             | DELIVERY SERVICES   | 57.08 *                                   |
| 649190  | USDA FOREST SERVICE                               | OES FIRE REIMB  | 654.25 *                                  |
| 649191  | VISION MARKING DEVICES                            | OFFICE SUPPLIES/EXP   | 360.14 *                                  |
| 649192  | VULCAN MATERIALS COMPANY WESTERN DIVISION         | ASPHALT PRODUCTS  | 583.47 *                                  |
| 649193  | GRAINGER  | GEN PURPOSE TOOLS<br>SAFETY EQ/SUPPLIES<br>OTHER MINOR TOOLS/EQ | 80.76<br>1,091.64<br>121.02<br>1,293.42 * |
| 649194  | WALTERS WHOLESALE ELECTRIC                        | ELECTRICAL SUPPLIES   | 209.71 *                                  |
| 649195  | WATERLINE TECHNOLOGIES, INC.                      | LABORATORY CHEMICALS  | 1,123.20 *                                |
| 649196  | WEST COAST ARBORISTS INC                          | TREE TRIMMING SERV  | 15,672.00 *                               |
| 649197  | WEST COAST SAND & GRAVEL                          | OTHER MAINT ITEMS   | 599.49 *                                  |
| 649198  | FERGUSON ENTERPRISES, INC                         | WHSE INVENTORY  | 3,499.72 *                                |
| 649199  | WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP    | LEGAL FEES  | 127.80 *                                  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR  | DESCRIPTION          | AMOUNT      |
|---------|---|----------------------|-------------|
| 649200  | WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC. | OTHER PROF SERV      | 1,787.00 *  |
| 649201  | A.M. BEST COMPANY INC.                            | BOOKS/SUBS/CASSETTES | 388.50 *    |
| 649202  | SIEMENS MOBILITY INC                              | MAINT-SERV CONTRACTS | 5,272.22 *  |
| 649203  | MJ ELLS CONSTRUCTION INC                          | MAINT OF REAL PROP   | 4,165.00 *  |
| 649204  | CANTRELL, JEFF                                    | SAFETY EQ/SUPPLIES   | 163.11 *    |
| 649205  | DTNTech MARKETING                                 | AWARDS/TROPHIES      | 149.58 *    |
| 649206  | CWEA CWEA-TCP                                     | DUES/MEMBERSHIPS     | 188.00 *    |
| 649207  | MOYA, STEVE                                       | DUES/MEMBERSHIPS     | 70.00 *     |
| 649208  | FOREMAN, TRACY                                    | DEPOSIT REFUNDS      | 500.00 *    |
| 649209  | GOLTSMAN, ROBIN                                   | DEPOSIT REFUNDS      | 100.00 *    |
| 649210  | CAL STATE ROOFING FRANCISCO J. LAGUNAS            | OTHER PROF SERV      | 5,000.00 *  |
| 649211  | FACTORY MOTOR PARTS CO BIN 139107                 | MOTOR VEH PARTS      | 6.91 *      |
| 649212  | WESTERN WATER WORKS                               | WHSE INVENTORY       | 2,575.76 *  |
| 649213  | COMMERCIAL AQUATIC SERVICES                       | REPAIRS-FURN/MACH/EQ | 4,665.49 *  |
| 649214  | TRAPEZE SOFTWARE GROUP, INC ASSETWORKS LLC        | TUITION/TRAINING     | 3,075.00 *  |
| 649215  | TRAFFIC MANAGEMENT PRODUCTS INC.                  | SIGNS/FLAGS/BANNERS  | 25.21 *     |
| 649216  | E.G. BRENNAN & CO., INC.                          | REPAIRS-FURN/MACH/EQ | 195.00 *    |
| 649217  | ADVANCED CAR CARE INC                             | TIRES/TUBES          | 3,958.45 *  |
| 649218  | O'REILLY AUTO PARTS                               | MOTOR VEH PARTS      | 190.00 *    |
| 649219  | BEST TINT   | MOTOR VEHICLE MAINT  | 1,440.00 *  |
| 649220  | 911 VEHICLE                                       | REPAIRS-FURN/MACH/EQ | 50,508.42 * |
| 649221  | POSM SOFTWARE LLC                                 | SOFTWARE             | 1,500.00 *  |

PAGE TOTAL FOR "\*" LINES = 85,923.65

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 649222  | CROSTOWN ELECTRICAL & DATA, INC.                   | MAINT-SERV CONTRACTS | 13,698.36 * |
| 649223  | SAF-T-FLO WATER SERVICES                           | LABORATORY CHEMICALS | 34.86 *     |
| 649224  | SUPERCO SPECIALITY PRODUCTS                        | MOTOR VEH PARTS      | 493.71      |
|         |  | JANITORIAL SUPPLIES  | 593.44      |
|         |  |                      | 1,087.15 *  |
| 649225  | LABSOURCE, INC.                                    | WHSE INVENTORY       | 416.00 *    |
| 649226  | DEPARTMENT OF JUSTICE ACCOUNTING/CASHERING DEPT    | LIFESCAN FEE-DOJ     | 224.00 *    |
| 649227  | BANNER BANK  | WTR/SWR CONST CONTR  | 2,713.15 *  |
| 649228  | SIGNARAMA  | PINS/MEMENTOS        | 1,094.80 *  |
| 649229  | GONZALEZ, ALEJANDRO                                | SAFETY EQ/SUPPLIES   | 146.20 *    |
| 649230  | NAPA AUTO PARTS                                    | MOTOR VEH PARTS      | 437.01 *    |
| 649231  | FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY            | WHSE INVENTORY       | 446.80 *    |
| 649232  | CALVARY CHAPEL LIVING WATER                        | DEPOSIT REFUNDS      | 600.00 *    |
| 649233  | JAN BERGER   | DUES/MEMBERSHIPS     | 468.00 *    |
| 649234  | DITTY CONTAINER INC                                | OTHER MAINT ITEMS    | 1,363.50 *  |
| 649235  | SEAVCO IVR SEAVER MOTORCYCLES                      | REPAIRS-FURN/MACH/EQ | 609.21 *    |
| 649236  | WIRELESS TELEMATICS, LLC                           | OTHER PROF SERV      | 360.00 *    |
| 649237  | CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP | MOTOR VEHICLE REPL   | 38,375.29 * |
| 649238  | GUITAR CENTER STORES, INC.                         | MINOR OFFICE FURN/EQ | 778.95 *    |
| 649239  | INFOSEND, INC.                                     | ADVERTISING          | 1,213.76 *  |
| 649240  | MAYER PRINTERS                                     | PRINTING             | 488.11 *    |
| 649241  | AUTONATION FORD TUSTIN                             | REPAIRS-FURN/MACH/EQ | 2,320.01 *  |
| 649242  | MELTWATER NEWS US INC.                             | OTHER PROF SERV      | 5,750.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/27/19

| WARRANT | VENDOR  | DESCRIPTION                             | AMOUNT                             |
|---------|---|---|------------------------------------|
| 649243  | COUNTY OF ORANGE TREASURER-TAX COLLECTOR          | OTHER MAINT ITEMS                       | 2,307.00 *                         |
| 649244  | ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC. | ENGINEERING SERVICES<br>OTHER PROF SERV | 16,345.00<br>580.00<br>16,925.00 * |
| 649245  | OCTMA   | DUES/MEMBERSHIPS                        | 100.00 *                           |
| 649246  | ONESOURCE DISTRIBUTORS, LLC                       | WHSE INVENTORY<br>OTHER MAINT ITEMS     | 295.19<br>13.17<br>308.36 *        |
| 649247  | MANAGEMENT PARTNERS INC.                          | OTHER PROF SERV                         | 7,876.32 *                         |
| 649248  | JTB SUPPLY CO INC                                 | MAINT SUPP-TRAFF SIG                    | 242.44 *                           |
| 649249  | GOLDENWEST LAWNMOWERS & SCOOTERS                  | GEN PURPOSE TOOLS                       | 37.06 *                            |
| 649250  | BRANDON NUNES                                     | OTHER PROF SERV                         | 650.00 *                           |
| 649251  | CULVER COMPANY                                    | OTHER EDUCATION EXP                     | 558.97 *                           |
| 649252  | COY, CHRISTINE OR FREEMAN, CYNTHIA                | RENT SUBSIDY                            | 1,038.00 *                         |
| W2443   | DELTA DENTAL OF CALIFORNIA                        | SELF-INS ADMN                           | 2,986.14 *                         |
| W2444   | DELTA DENTAL OF CALIFORNIA                        | SELF-INS CLAIMS                         | 24,648.30 *                        |
| W2445   | PUBLIC EMPLOYEES' RETIREMENT SYSTEM               | PENSION PAYMENT                         | 490,839.54 *                       |
| W2446   | PUBLIC EMPLOYEES' RETIREMENT SYSTEM               | HEALTH INSURANCE                        | 684,068.69 *                       |

PAGE TOTAL FOR "\*" LINES = 1,232,585.82

FINAL TOTAL 2,158,304.78 \*

DEMANDS #649069 - 649252 AND WIRES W2443 - W2446 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 27, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
Sandra Laguna  
FINANCE DIRECTOR

|         |                          |         |         |                          |         |
|---------|--------------------------|---------|---------|--------------------------|---------|
| 183109  | STEPHANIA LUNA           | 590.24  | 183110  | URIEL MACIAS             | 1085.29 |
| 183111  | JOSEPH A T PURSLEY       | 1331.88 | 183112  | SCOTT A COLEMAN          | 6324.32 |
| 183113  | ERVIN DUBRUL             | 1980.79 | 183114  | JUDITH A MOORE           | 1905.60 |
| 183115  | DIANE BELAIR             | 1727.54 | 183116  | MICHAEL F ROCHA          | 1934.63 |
| 183117  | LEONEL A LAMAS           | 737.21  | 183118  | EDWIN O THURMAN JR       | 841.69  |
| 183119  | DANIEL C MOSS            | 1674.28 | 183120  | DEANNA M CHUMACERO       | 1154.17 |
| 183121  | ANGELICA ESQUIVEL ALVARE | 298.28  | 183122  | STEVEN E GOMEZ           | 838.81  |
| 183123  | EDOUARD T PHAN           | 177.92  | 183124  | SHADY S PUALLOA          | 192.80  |
| 183125  | MARIA D ROSALES          | 390.71  | 183126  | SPENCER S CLIFT          | 143.13  |
| 183127  | COLLIN E BAKER           | 1080.19 | 183128  | WILLIAM ALLISON          | 7006.15 |
| 183129  | PATRICIA C FLINN         | 1343.11 | 183130  | KRISTINA M ALVAREZ       | 1382.01 |
| 183131  | O.C.E.A. GENERAL         | 2323.18 | 183132  | O.C.E.A.                 | 1159.25 |
| 183133  | COMMUNITY HEALTH CHARITI | 45.00   | 183134  | GARDEN GROVE POLICE ASSO | 1520.00 |
| D345738 | GEORGE S BRIETIGAM III   | 312.05  | D345739 | PHAT T BUI               | 28.32   |
| D345740 | STEVEN R JONES           | 176.03  | D345741 | STEPHANIE L KLOPFENSTEIN | 117.67  |
| D345742 | DIEDRE THU HA NGUYEN     | 278.71  | D345743 | KIM B NGUYEN             | 279.85  |
| D345744 | JOHN R O'NEILL           | 297.62  | D345745 | PAMELA M HADDAD          | 1591.10 |
| D345746 | MISSY M MENDOZA          | 360.61  | D345747 | SHAWN S PARK             | 2127.67 |
| D345748 | SCOTT C STILES           | 6308.20 | D345749 | MARIA A STIPE            | 6123.03 |
| D345750 | MEENA YOO                | 2011.10 | D345751 | MARITZA PIZARRO          | 1598.74 |
| D345752 | TERESA L POMEROY         | 2988.04 | D345753 | LIZABETH C VASQUEZ       | 1892.02 |
| D345754 | VERONICA AVILA           | 2071.04 | D345755 | JEFFREY P DAVIS          | 1981.90 |
| D345756 | NOELLE N KIM             | 1737.63 | D345757 | MARIE L MORAN            | 2398.07 |
| D345758 | ANA E PULIDO             | 3357.30 | D345759 | KRISTY H THAI            | 2168.07 |
| D345760 | SHAUNA J CARRENO         | 2024.84 | D345761 | VY D HO                  | 1236.71 |
| D345762 | DANNY HUYNH              | 3448.04 | D345763 | VILMA C KLOESS           | 1935.22 |
| D345764 | IVY LE                   | 2238.36 | D345765 | TAMMY LE                 | 1188.90 |
| D345766 | LINDA MIDDENDORF         | 2188.88 | D345767 | MARIA A NAVARRO          | 2209.76 |
| D345768 | PHUONG VIEN T NGUYEN     | 2229.55 | D345769 | QUANG NGUYEN             | 2353.50 |
| D345770 | TINA T NGUYEN            | 2077.35 | D345771 | THYANA T PHI             | 2288.53 |
| D345772 | MARIA RAMOS              | 2141.45 | D345773 | TANYA L TO               | 1381.26 |
| D345774 | CUONG K TRAN             | 1960.20 | D345775 | ELAINE TRUONG            | 1495.20 |
| D345776 | THANH-NGUYEN VO          | 1461.86 | D345777 | SYLVIA GARCIA            | 2067.40 |
| D345778 | KAREN M HARRIS           | 2582.72 | D345779 | CHRISTI C MENDOZA        | 602.84  |
| D345780 | JANET J CHUNG            | 2898.22 | D345781 | ANN C EIFERT             | 2652.41 |
| D345782 | MARGARITA A ABOLA        | 1704.72 | D345783 | MARY ANN M ALCANCIA      | 2225.39 |
| D345784 | MARISA ATIN RAMOS        | 972.83  | D345785 | ELLIS EUN ROK CHANG      | 2744.05 |
| D345786 | EMER JAYSON BANAN FABRO  | 2313.65 | D345787 | RHONDA C KAWELL          | 2604.97 |
| D345788 | ROBERT W MAY             | 1379.83 | D345789 | SHAWNA A MCDONOUGH       | 1362.47 |
| D345790 | HEIDY Y MUNOZ            | 2829.12 | D345791 | LIGIA ANDREI             | 1504.46 |
| D345792 | ARIANA B BAUTISTA        | 1677.96 | D345793 | KAREN J BROWN            | 769.95  |
| D345794 | CORINNE L HOFFMAN        | 2237.06 | D345795 | JEFF N KURAMOTO          | 2486.96 |
| D345796 | CHELSEA E LUKAS          | 1543.73 | D345797 | EDWARD E MARVIN JR       | 1679.91 |
| D345798 | ANGELA M MENDEZ          | 1691.96 | D345799 | JENNIFER L PETERSON      | 1778.41 |
| D345800 | ANH PHAM                 | 1612.53 | D345801 | EVA RAMIREZ              | 1681.93 |
| D345802 | JAIME F CHAVEZ           | 1463.87 | D345803 | GARY F HERNANDEZ         | 1583.04 |
| D345804 | NEAL M MANALANSAN        | 1674.91 | D345805 | DANIEL J SANCHEZ         | 1531.98 |
| D345806 | SANDRA E SEGAWA          | 3291.96 | D345807 | ALANA R CHENG            | 2843.17 |

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|         |                         |         |         |                        |          |
|---------|-------------------------|---------|---------|------------------------|----------|
| D345808 | PAUL GUERRERO           | 2915.14 | D345809 | LISA L KIM             | 4076.95  |
| D345810 | JAYME K AHLO            | 2516.44 | D345811 | JULIE A ASHLEIGH       | 1393.86  |
| D345812 | MICHAEL G AUSTIN        | 2428.06 | D345813 | RITA M CRAMER          | 2308.46  |
| D345814 | CHRISTOPHER J CRANDALL  | 2401.78 | D345815 | DAVID A DENT           | 3801.17  |
| D345816 | TODD C HARTWIG          | 2494.39 | D345817 | RALPH V HERNANDEZ      | 2171.60  |
| D345818 | AARON J HODSON          | 2172.25 | D345819 | DONALD E LUCAS         | 2686.67  |
| D345820 | SVETLANA MOURE          | 2026.01 | D345821 | PHU T NGUYEN           | 3351.90  |
| D345822 | LORENA J QUILLA-SOULES  | 2383.26 | D345823 | PEDRO ROQUE            | 2226.82  |
| D345824 | MARCO A VALADEZ         | 845.86  | D345825 | CHRISTOPHER CHUNG      | 2545.08  |
| D345826 | PRIT J KASKLA           | 1671.89 | D345827 | HUONG Q LY             | 2075.49  |
| D345828 | LEE W MARINO            | 3764.85 | D345829 | MARIA L MEDRANO        | 1725.96  |
| D345830 | MARIA C PARRA           | 2749.98 | D345831 | GREG BLODGETT          | 3626.33  |
| D345832 | MONICA COVARRUBIAS      | 2728.59 | D345833 | GRACE E LEE            | 2092.10  |
| D345834 | AMEENAH ABU-HAMDIYYAH   | 1656.90 | D345835 | ROY N ROBBINS          | 2716.59  |
| D345836 | TIMOTHY E THRONE        | 1873.01 | D345837 | ALLISON D WILSON       | 2824.82  |
| D345838 | MICHAEL C BOS           | 1959.16 | D345839 | DANIEL J CANDELARIA    | 3926.56  |
| D345840 | VINCENT L DE LA ROSA    | 2110.90 | D345841 | KAMYAR DIBAJ           | 1031.68  |
| D345842 | ALICIA M HOFER          | 1689.79 | D345843 | NICOLAS C HSIEH        | 2633.35  |
| D345844 | ROSEMARIE JACOT         | 1900.80 | D345845 | SHAN L LEWIS           | 2071.89  |
| D345846 | NAVIN B MARU            | 3404.69 | D345847 | JUAN C NAVARRO         | 2132.03  |
| D345848 | MICHAEL F SANTOS        | 3127.63 | D345849 | MARK P UPHUS           | 3396.58  |
| D345850 | JOSE A VASQUEZ          | 2713.42 | D345851 | ANA G VERGARA NEAL     | 2317.53  |
| D345852 | DAI C VU                | 3730.81 | D345853 | KHANG L VU             | 2934.96  |
| D345854 | JOSHUA J ARIONUS        | 2119.38 | D345855 | JAN BERGER             | 1945.77  |
| D345856 | ROBERT P BERMUDEZ       | 800.11  | D345857 | TIM P CANNON           | 2813.78  |
| D345858 | MYUNG J CHUN            | 4064.90 | D345859 | CARINA M DAN           | 1850.81  |
| D345860 | RYAN H DAVIS            | 1417.21 | D345861 | RONALD W DIEMERT       | 1887.57  |
| D345862 | CHRIS N ESCOBAR         | 2778.79 | D345863 | ALEJANDRO GONZALEZ     | 3105.27  |
| D345864 | MICHAEL J GRAY          | 1034.29 | D345865 | LARRY GRIFFIN          | 2669.71  |
| D345866 | ROBERT A HAENDIGES      | 3020.34 | D345867 | RYAN S HART            | 1393.59  |
| D345868 | EDWARD A HUY            | 2073.59 | D345869 | VIDAL JIMENEZ          | 1785.82  |
| D345870 | SAMUEL K KIM            | 3513.06 | D345871 | REBECCA PIK KWAN LI    | 3345.56  |
| D345872 | DAVID MA'AE             | 1572.26 | D345873 | TYLER MEISLAHN         | 1828.58  |
| D345874 | JUSTIN M MORRIS         | 770.22  | D345875 | STEVEN J MOYA JR       | 1997.95  |
| D345876 | BASIL G MURAD           | 2269.59 | D345877 | KIRK L NATLAND         | 503.70   |
| D345878 | DUC TRUNG NGUYEN        | 1809.41 | D345879 | CORNELIU NICOLAE       | 2396.94  |
| D345880 | ANDREW I ORNELAS        | 1582.47 | D345881 | DAVID A ORTEGA         | 2158.44  |
| D345882 | CELESTINO J PASILLAS    | 2535.01 | D345883 | WILLIAM F PEARSON      | 2156.27  |
| D345884 | LES A RUITENSCHILD      | 2553.33 | D345885 | JONATHAN RUIZ          | 11051.51 |
| D345886 | ALEXIS SANTOS           | 983.27  | D345887 | ADRIAN M SARMIENTO     | 2588.06  |
| D345888 | ALBERT TALAMANTES JR    | 1795.98 | D345889 | MINH K TRAN            | 1857.08  |
| D345890 | ALEJANDRO VALENZUELA JR | 1166.92 | D345891 | ALEJANDRO N VALENZUELA | 1428.49  |
| D345892 | KATHLEEN N VICTORIA     | 878.67  | D345893 | RONALD J WOLLAND       | 1173.55  |
| D345894 | VICTOR K YERGENSEN      | 2971.92 | D345895 | ALICE K FREGOSO        | 1800.63  |
| D345896 | ALICIA R GARCIA         | 637.67  | D345897 | RAQUEL K MANSON        | 2488.83  |
| D345898 | WILLIAM E MURRAY JR     | 7242.32 | D345899 | EMILY H TRIMBLE        | 1648.15  |
| D345900 | ALFRED J AGUIRRE        | 2661.46 | D345901 | EDWARD D AMBRIZ GARCIA | 528.12   |
| D345902 | RODOLPHO M BECERRA      | 1831.71 | D345903 | RAYMOND A BUCHLER      | 1148.32  |

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|         |                         |         |         |                          |         |
|---------|-------------------------|---------|---------|--------------------------|---------|
| D345904 | EDGAR A CANO            | 1592.93 | D345905 | ALBERT J CARRISOZA       | 1916.41 |
| D345906 | GABRIELA R CONTRERAS    | 2363.05 | D345907 | JULIE T COTTON           | 1556.22 |
| D345908 | DANIEL A DEL ROSARIO    | 570.89  | D345909 | WILLIAM J ENGELS         | 669.25  |
| D345910 | ERIC M ESPINOZA         | 1641.84 | D345911 | ALBERT R EURS II         | 2240.96 |
| D345912 | ROBERT J FRANCO         | 650.18  | D345913 | MAURICIO S GARCIA        | 2320.18 |
| D345914 | GILBERTO GAYTAN PINEDA  | 440.03  | D345915 | HERMILO HERNANDEZ        | 1846.55 |
| D345916 | DARNELL D JERRY         | 689.06  | D345917 | BRENT KAYLOR             | 2981.40 |
| D345918 | MARK W LADNEY           | 2716.41 | D345919 | RAUL LEYVA               | 2005.08 |
| D345920 | ANTONIO R MARTIN        | 2150.41 | D345921 | DIEGO A MEJIA            | 1657.62 |
| D345922 | RIGOBERTO MENDEZ        | 2018.31 | D345923 | STEVEN T ORTIZ           | 3550.84 |
| D345924 | RICHARD L PINKSTON      | 2194.84 | D345925 | BRADLEY J POINDEXTER     | 757.04  |
| D345926 | JOSE J ROMAN            | 649.20  | D345927 | ALEXIS P TARIN           | 2219.77 |
| D345928 | STEVE J TAUANU'U        | 3227.50 | D345929 | SUSAN VITALI             | 424.56  |
| D345930 | STEPHANIE A WASINGER    | 571.14  | D345931 | IOAN ANDREI              | 856.62  |
| D345932 | SYLVESTER A BABINSKI IV | 1514.03 | D345933 | DONEISHA L BELL          | 850.03  |
| D345934 | JEFFREY G CANTRELL      | 2460.02 | D345935 | JAMES CUNNINGHAM         | 2257.15 |
| D345936 | JULIA ESPINOZA          | 1163.27 | D345937 | CECELIA A FERNANDEZ      | 1132.88 |
| D345938 | CONRAD A FERNANDEZ      | 988.79  | D345939 | DIANA GOMEZ              | 797.35  |
| D345940 | JORGE GONZALEZ          | 1118.98 | D345941 | MICHAEL R GREENE         | 1900.07 |
| D345942 | RONALD D GUSMAN         | 912.07  | D345943 | GLORIA A HARO            | 1090.84 |
| D345944 | ERIC W JOHNSON          | 1049.01 | D345945 | DION J MATSON JR.        | 658.89  |
| D345946 | KHUONG NGUYEN           | 1145.13 | D345947 | DELFRADO C REYES         | 1145.14 |
| D345948 | RAFAEL ROBLES           | 1383.87 | D345949 | ADRIANNA M RODRIGUEZ     | 796.02  |
| D345950 | RODERICK THURMAN        | 1784.50 | D345951 | EVARISTO VERA            | 1457.55 |
| D345952 | RICHARD L WILLIAMS      | 2117.86 | D345953 | ANSELMO AGUIRRE          | 1809.78 |
| D345954 | CHRISTOPHER L ALLEN     | 2106.22 | D345955 | PHILLIP J CARTER         | 2429.91 |
| D345956 | RICK L DUVAL            | 2534.33 | D345957 | CASEY G GIROUARD         | 633.14  |
| D345958 | AARON R HANSEN          | 1928.86 | D345959 | HUY HOA HUYNH            | 2019.30 |
| D345960 | BRYAN D KWIATKOWSKI     | 1443.63 | D345961 | CHRISTOPHER B PRUDHOMME  | 1233.84 |
| D345962 | ROLANDO QUIROZ          | 1689.11 | D345963 | TODD R REED              | 2480.29 |
| D345964 | ESTEBAN H RODRIGUEZ     | 1515.41 | D345965 | ROBERTO RODRIGUEZ        | 633.14  |
| D345966 | LUIS A TAPIA            | 2024.21 | D345967 | MICHAEL W THOMPSON       | 2916.57 |
| D345968 | WILLIAM J WHITE         | 1970.18 | D345969 | JESSE GUZMAN             | 2115.85 |
| D345970 | MARK M KHALIL           | 1870.37 | D345971 | BRETT A MEISLAHN         | 1991.96 |
| D345972 | DOUGLAS A MOORE         | 1952.79 | D345973 | AUSTIN H POWELL          | 1742.47 |
| D345974 | MELVIN P REED           | 1419.94 | D345975 | STEPHEN D SUDDUTH        | 1188.23 |
| D345976 | TIMOTHY WALLINGFORD     | 2117.90 | D345977 | HILLARD J WILLIAMS       | 645.27  |
| D345978 | SOUHELIA K GOUNTOUNA    | 1699.02 | D345979 | ALBERT J HOLMON III      | 3190.36 |
| D345980 | VICTOR T BLAS           | 2853.75 | D345981 | FRANK X DE LA ROSA       | 1667.65 |
| D345982 | JEREMY J GLENN          | 1362.23 | D345983 | JOSE GOMEZ               | 1833.85 |
| D345984 | BRENT W HAYES           | 2977.25 | D345985 | FRANK D HOWENSTEIN       | 2268.91 |
| D345986 | ALLEN G KIRZHNER        | 3264.48 | D345987 | BRANDON S NUNES          | 1202.61 |
| D345988 | STEPHEN PORRAS          | 2631.33 | D345989 | JESSE VIRAMONTES         | 2162.44 |
| D345990 | JOHN ZAVALA             | 1972.47 | D345991 | STEPHANIE AMBRIZ         | 291.74  |
| D345992 | JOSELYN D AVALOS        | 426.87  | D345993 | REBECCA J BAILOR         | 370.92  |
| D345994 | JOSUE BARREIRO MENDOZA  | 1266.68 | D345995 | ALEXIS R BAUTISTA-MOYANO | 143.22  |
| D345996 | DYLAN J BOGGAN          | 93.65   | D345997 | IMMANUEL M CALDONA       | 203.55  |
| D345998 | RACHEL M CAMARENA       | 1864.13 | D345999 | RENE CAMARENA            | 1578.62 |

\*\*\*\* PAGE TOTAL = 153940.17

|         |                          |         |         |                       |         |
|---------|--------------------------|---------|---------|-----------------------|---------|
| D346000 | VICTORIA M CASILLAS      | 1724.06 | D346001 | RACHAEL M CHOATE      | 418.42  |
| D346002 | AMANDA D CROSS           | 1625.07 | D346003 | GISELL L CRUZ         | 596.05  |
| D346004 | KENNETH E CUMMINGS       | 630.01  | D346005 | GABRIELA DIAZ         | 634.29  |
| D346006 | GRISSELL V EVERASTICO    | 539.33  | D346007 | MARK C FREEMAN        | 2627.82 |
| D346008 | JARED D GARCIA           | 440.21  | D346009 | VANESSA L GARCIA      | 395.67  |
| D346010 | JACOB R GRANT            | 2626.81 | D346011 | KIMBERLY K HOLER      | 337.28  |
| D346012 | CAROLINA HONSTAIN        | 260.75  | D346013 | MARITZA JIMENEZ       | 55.08   |
| D346014 | KALYSTA N LOPEZ          | 247.88  | D346015 | ELAINE M MA'AE        | 2262.04 |
| D346016 | JOHANA L MALDONADO       | 346.17  | D346017 | JESUS MEDINA          | 1494.49 |
| D346018 | JUAN MEDINA              | 1966.84 | D346019 | JOHN A MONTANCHEZ     | 4172.34 |
| D346020 | BRIANNA M MOORE          | 1126.17 | D346021 | KIRSTEN K NAKAISHI    | 299.51  |
| D346022 | GINA D NECCO             | 477.57  | D346023 | JACOB J NEELY         | 403.31  |
| D346024 | NOEL N NICHOLAS          | 1052.08 | D346025 | JENNIFER GODDARD NYE  | 3378.44 |
| D346026 | GABRIELA O'CADIZ-HERNAND | 2671.67 | D346027 | NANCY A OCAMPO        | 88.14   |
| D346028 | LORI OCHOA               | 1789.07 | D346029 | STEPHANIE ORTIZ       | 212.55  |
| D346030 | CHRISTIAN PANGAN         | 527.58  | D346031 | JANET E PELAYO        | 2969.77 |
| D346032 | JESUS PEREZ              | 348.79  | D346033 | ARIELLE PICKRELL      | 445.21  |
| D346034 | ALEXA PRADO              | 220.34  | D346035 | SUGEIRY REYNOSO       | 2357.91 |
| D346036 | CATIA J RIVERA           | 100.25  | D346037 | MARINA Y ROMERO       | 1786.56 |
| D346038 | MONICA K ROMO            | 235.32  | D346039 | TANYA ROSAS           | 312.30  |
| D346040 | DIANA SALDIVAR           | 301.63  | D346041 | RICARDO SALDIVAR      | 309.08  |
| D346042 | DANA MARIE SAUCEDO       | 2063.75 | D346043 | EMERON J SCHLUMBERGER | 937.08  |
| D346044 | AUSTIN M ST MARSEILLE    | 99.15   | D346045 | KENNETH P TRAVIS III  | 374.57  |
| D346046 | CLAUDIA VALDIVIA         | 3984.56 | D346047 | JEFFREY VAN SICKLE    | 2065.06 |
| D346048 | DAISY O VENCES           | 337.59  | D346049 | JOSHUA VENCES         | 395.67  |
| D346050 | PAUL E VICTORIA          | 1218.46 | D346051 | JACOB D VIRAMONTES    | 560.25  |
| D346052 | JANICE PHUONG VU         | 776.32  | D346053 | TIFFANY D VU          | 231.36  |
| D346054 | DAVID M WILMES           | 318.16  | D346055 | AMANDA M POLLOCK      | 1658.97 |
| D346056 | TREVOR G SMOUSE          | 2102.95 | D346057 | ALBERTO ACOSTA        | 4098.49 |
| D346058 | JOHN D BARANGER III      | 3764.62 | D346059 | LUCAS B BAUER         | 3987.87 |
| D346060 | BRADLEY D BELL           | 4074.11 | D346061 | JERRY R BRENNAN       | 8404.85 |
| D346062 | JOSE J CAMBEROS          | 3570.93 | D346063 | YVES G CLERMONT       | 2508.11 |
| D346064 | JOE W CRAWFORD           | 2818.78 | D346065 | TIMOTHY A CRAWFORD    | 4046.79 |
| D346066 | JUSTIN D DOYLE           | 2903.00 | D346067 | MICHAEL G ECKHARDT JR | 2244.57 |
| D346068 | STEVE P FELLNER          | 4448.87 | D346069 | JAMES L GABHARD       | 3053.23 |
| D346070 | DREW R GARCIA            | 3158.53 | D346071 | JEFF W HANNA          | 2914.56 |
| D346072 | MATTHEW R HENSHAW        | 5237.46 | D346073 | MICHAEL L JACOBS      | 2979.26 |
| D346074 | WILLIAM R JAEGER         | 3871.10 | D346075 | JORDAN R JEMIOLO      | 3298.14 |
| D346076 | MATTHEW C KLEIBACKER     | 4649.13 | D346077 | SCOTT A KUHLMAN       | 4678.03 |
| D346078 | NICHOLAS A LERARIO       | 3620.79 | D346079 | COREY L LINDSAY       | 1425.84 |
| D346080 | NORMAN M LOVELY          | 3604.69 | D346081 | JOHN M MARQUEZ JR     | 2163.86 |
| D346082 | CHEYNE C MAULE           | 5635.69 | D346083 | TERRY A MCGOVERN JR   | 4527.14 |
| D346084 | SHANE D MELLEEM          | 1083.78 | D346085 | TRAVIS M MELLEEM      | 4593.83 |
| D346086 | MARK A MICKELSEN         | 2902.72 | D346087 | SON L NGUYEN          | 3456.98 |
| D346088 | THANH Q NGUYEN           | 4168.23 | D346089 | FREDERICK N NIBLO     | 2182.11 |
| D346090 | BRENT C PARDOEN          | 4222.64 | D346091 | MICHAEL KURT RIETH    | 2701.89 |
| D346092 | WADE E RUHMAN            | 3415.63 | D346093 | DENNIS L RUZICKA      | 3838.45 |
| D346094 | DAVID C SANCHEZ          | 4345.81 | D346095 | NICK R SCHAEFER       | 2806.34 |

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|---------|-------------------------|---------|---------|--------------------------|---------|
| D346096 | SCOTT A SCHERER         | 2187.90 | D346097 | MORRIS B SPELL           | 3259.26 |
| D346098 | WILLIAM S STROHM        | 5278.40 | D346099 | JUSTIN D TRAVER          | 2648.69 |
| D346100 | CHRISTOPHER B TRENHOLM  | 4794.62 | D346101 | JUSTIN TRUHILL           | 4374.12 |
| D346102 | MARIO G VALDERRAMA      | 3537.57 | D346103 | DAVID S WALDSCHMIDT      | 2822.05 |
| D346104 | MARK S WEISS            | 3684.18 | D346105 | JOSEPH A WINGERT JR      | 3882.90 |
| D346106 | JASON R BLOMGREN        | 2688.82 | D346107 | MYLES A BURROUGHS        | 1535.03 |
| D346108 | DAVID M CARLSON         | 4450.06 | D346109 | PARKER W CARY            | 2448.39 |
| D346110 | JOSHUA A FELDMAN        | 4751.10 | D346111 | TIMOTHY D FISHER         | 4380.12 |
| D346112 | GARRET M FURUTA         | 2974.61 | D346113 | CHRISTOPHER P HAWKINS    | 1871.22 |
| D346114 | SHANE S HOWEY           | 1689.05 | D346115 | PETER M HUBER            | 2801.99 |
| D346116 | JAYCEN R JUSTUS         | 2227.21 | D346117 | ANTHONY L KNAACK         | 2042.30 |
| D346118 | JOSHUA D LEE            | 1917.72 | D346119 | DANIEL J MOORE           | 4220.49 |
| D346120 | GRANT A NOBLE           | 2827.25 | D346121 | ERIC S NORRDN            | 3755.49 |
| D346122 | ANTHONY J PAGE          | 3845.10 | D346123 | ERIC M PALOMO            | 2183.66 |
| D346124 | ANDREW J ROACH          | 3454.71 | D346125 | RICHARD RONSTADT         | 5788.98 |
| D346126 | TIMOTHY N STOWE         | 1923.57 | D346127 | ERIC THORSON             | 2548.60 |
| D346128 | RYAN D VAN WIE          | 1663.84 | D346129 | JONATHAN C WHITE         | 2605.64 |
| D346130 | GREGORY D WILLIAMS      | 2745.57 | D346131 | JEREMIE E YORKE          | 3161.37 |
| D346132 | ANTHONY R ACOSTA        | 2938.56 | D346133 | CHRISTOPHER A BENNETT    | 571.51  |
| D346134 | BRYSON T DAHLHEIMER     | 2008.55 | D346135 | LISA S GUARDI            | 727.86  |
| D346136 | DON T NGUYEN            | 2075.66 | D346137 | PAUL J WHITTAKER         | 3599.42 |
| D346138 | TODD D ELGIN            | 7971.59 | D346139 | CAROLE A KANEGAE         | 2114.90 |
| D346140 | VINCENTE J VAICARO      | 3216.63 | D346141 | KRISTEN A BACKOURIS      | 1502.02 |
| D346142 | SHARON S BAEK           | 1813.50 | D346143 | RAY E BEX                | 3594.23 |
| D346144 | GENA M BOWEN            | 1313.34 | D346145 | RICHARD O BURILLO        | 3631.76 |
| D346146 | THOMAS R DARE           | 6770.14 | D346147 | AMIR A EL-FARRA          | 3672.28 |
| D346148 | HELENA ELSSOUSOU        | 2354.92 | D346149 | PATRICK E GILDEA         | 3974.00 |
| D346150 | AI KELLY HUYNH          | 1716.06 | D346151 | KEIRA LONG               | 1774.84 |
| D346152 | JOHN E REYNOLDS         | 5398.40 | D346153 | REYNA ROSALES            | 1621.32 |
| D346154 | MICHAEL J VISCOMI       | 4270.50 | D346155 | GIOVANNI ACOSTA          | 2139.50 |
| D346156 | RICHARD A ALVAREZ-BROWN | 2822.37 | D346157 | PEDRO R ARELLANO         | 3102.83 |
| D346158 | TIMOTHY R ASHBAUGH      | 3070.53 | D346159 | ALFREDO R AVALOS         | 3364.24 |
| D346160 | RENE BARRAZA            | 2952.53 | D346161 | BEAU A BERENGER          | 3921.03 |
| D346162 | RYAN S BERLETH          | 1904.32 | D346163 | SUMMER A BOGUE           | 1940.76 |
| D346164 | JESENIA CAMPOS          | 1755.40 | D346165 | RENZO CHUMBE             | 1953.80 |
| D346166 | GARY L COULTER          | 2830.20 | D346167 | CHARLIE DANIELEY III     | 1707.93 |
| D346168 | ISAAC DAVILA            | 2241.15 | D346169 | NICHOLAS A DE ALMEIDA LO | 5613.61 |
| D346170 | BROC D DUDLEY           | 2964.13 | D346171 | STEPHEN C ESTLOW         | 1168.18 |
| D346172 | HECTOR FERREIRA JR      | 2055.24 | D346173 | KARI A FLOOD             | 1995.35 |
| D346174 | ROBERT J GIFFORD        | 2471.53 | D346175 | VICTORIA A GILL          | 1944.27 |
| D346176 | JOSEPH P GROSS JR       | 743.96  | D346177 | TRAVIS J HADDEN          | 1940.22 |
| D346178 | TROY HALLER             | 4589.37 | D346179 | JASON A HOWARD           | 2609.51 |
| D346180 | KIRK P HURLEY           | 1992.89 | D346181 | NICKOLAS K JENSEN        | 2506.73 |
| D346182 | PATRICK R JULIENNE      | 2531.47 | D346183 | KRISTOFER D KELLEY       | 2291.23 |
| D346184 | EDWARD K KIM            | 2293.21 | D346185 | TIMOTHY P KOVACS         | 5454.56 |
| D346186 | MARK A LORD             | 2969.24 | D346187 | SHAYLEN L MAO            | 2450.53 |
| D346188 | JORGE L MAZON           | 2479.78 | D346189 | BRYAN J MEERS            | 2545.79 |
| D346190 | JEREMY N MORSE          | 3229.85 | D346191 | MITCHEL S MOSSER         | 2711.14 |

\*\*\*\* PAGE TOTAL = 278861.95

|         |                     |         |         |                          |         |
|---------|---------------------|---------|---------|--------------------------|---------|
| D346192 | JASON M MURO        | 2705.73 | D346193 | AARON S NELSON           | 2683.69 |
| D346194 | ADAM C NIKOLIC      | 3463.27 | D346195 | JASON S PERKINS          | 3319.36 |
| D346196 | PHILLIP H PHAM      | 2387.96 | D346197 | COREY T POLOPEK          | 2522.80 |
| D346198 | THOMAS S REED       | 2283.04 | D346199 | DANIELLE E RIEDL         | 2310.48 |
| D346200 | CHRISTIN E ROGERS   | 2559.77 | D346201 | AARON T SHIPLEY          | 2017.13 |
| D346202 | BRIAN T STROUD      | 3550.14 | D346203 | EDGAR VALENCIA           | 3172.81 |
| D346204 | ROYCE C WIMMER      | 2663.15 | D346205 | SARAH A WRIGHT           | 2468.55 |
| D346206 | COLE A YNIGUEZ      | 2841.35 | D346207 | ADAM D ZMIJA             | 4378.54 |
| D346208 | MARCOS R ALAMILLO   | 5169.04 | D346209 | BOBBY B ANDERSON         | 2854.34 |
| D346210 | JOHN F BANKSON      | 3044.58 | D346211 | JOSHUA K BEHZAD          | 2118.69 |
| D346212 | EVAN S BERESFORD    | 2811.60 | D346213 | JEFFREY A BROWN          | 4068.85 |
| D346214 | JOHN CASACCIA II    | 2992.62 | D346215 | JUAN C CENTENO           | 2917.84 |
| D346216 | DAVID Y H CHANG     | 2790.86 | D346217 | JEROME L CHEATHAM        | 2859.34 |
| D346218 | HAN J CHO           | 3137.99 | D346219 | BRIAN M CLASBY JR        | 2938.67 |
| D346220 | JULIO C CORTEZ      | 2076.65 | D346221 | JUAN L DELGADO JR        | 3344.90 |
| D346222 | KEVIN DINH          | 2810.59 | D346223 | OTTO J ESCALANTE         | 4397.59 |
| D346224 | JOSHUA N ESCOBEDO   | 2901.81 | D346225 | MICHELLE N ESTRADA-MONSA | 2118.91 |
| D346226 | GEORGE R FIGUEROA   | 2255.67 | D346227 | BRIAN C GIRGENTI         | 2816.78 |
| D346228 | SEAN M GLEASON      | 3133.31 | D346229 | BRIAN G HATFIELD         | 2593.35 |
| D346230 | EFRAIN A JIMENEZ JR | 2246.46 | D346231 | CODY M JOHNSON           | 2093.76 |
| D346232 | ARION J KNIGHT      | 3708.95 | D346233 | PETER M KUNKEL           | 3157.07 |
| D346234 | RAPHAEL M LEE       | 428.30  | D346235 | ERICK LEYVA              | 3444.88 |
| D346236 | DEREK M LINK        | 3283.03 | D346237 | RAFAEL LOERA JR          | 3444.83 |
| D346238 | JESSE A LUCATERO    | 2641.40 | D346239 | ROBERTO MACHUCA          | 2096.31 |
| D346240 | TAYLOR A MACY       | 2312.40 | D346241 | GIANLUCA F MANIACI       | 2151.00 |
| D346242 | NATHAN D MORTON     | 3435.47 | D346243 | PATRICK W MURPHY         | 2152.05 |
| D346244 | PATRICK J MUSCHETTO | 2249.42 | D346245 | JEFFREY C NGUYEN         | 2853.80 |
| D346246 | JOSHUA T OLIVO      | 3513.42 | D346247 | STEVEN TRUJILLO ORTIZ    | 2095.87 |
| D346248 | OMAR F PEREZ        | 1896.85 | D346249 | JOHN E RANEY             | 4493.53 |
| D346250 | DANIEL RODRIGUEZ    | 2195.81 | D346251 | ERIC T RUZIECKI          | 2927.06 |
| D346252 | SEAN M SALAZAR      | 2695.49 | D346253 | ROBERT M STEPHENSON III  | 3443.50 |
| D346254 | JOHN J YERGLER      | 2807.11 | D346255 | JASON B YETTAW           | 3384.02 |
| D346256 | PAUL W ASHBY        | 3159.09 | D346257 | RYAN V BUSTILLOS         | 3187.79 |
| D346258 | THOMAS A CAPPS      | 2057.84 | D346259 | MICHAEL K ELHAMI         | 2857.44 |
| D346260 | AUSTIN C LAVERTY    | 2296.86 | D346261 | DANNY J MIHALIK          | 2945.26 |
| D346262 | RON A REYES         | 2909.98 | D346263 | ROCKY F RUBALCABA        | 2923.43 |
| D346264 | LINO G SANTANA      | 3720.36 | D346265 | CHRISTOPHER M EARLE      | 2649.71 |
| D346266 | BENJAMIN M ELIZONDO | 2526.46 | D346267 | NICHOLAS A LAZENBY       | 2812.25 |
| D346268 | CHARLES H LOFFLER   | 3909.46 | D346269 | BRADLEY A LOWEN          | 2295.69 |
| D346270 | LUIS F RAMIREZ      | 3162.74 | D346271 | RYAN R RICHMOND          | 2312.57 |
| D346272 | GAREY D STAAL       | 2879.48 | D346273 | AARON J COOPMAN          | 3527.45 |
| D346274 | MICHAEL E GERDIN    | 2242.07 | D346275 | DONALD J HUTCHINS        | 2924.03 |
| D346276 | JASON L JOHNSON     | 3172.73 | D346277 | RYAN M LUX               | 2156.03 |
| D346278 | RAUL MURILLO JR     | 4034.22 | D346279 | COURTNEY P ALLISON       | 2609.14 |
| D346280 | LISA A BELTHIUS     | 363.75  | D346281 | RANDY G CHUNG            | 158.95  |
| D346282 | ADAM B COUGHRAN     | 33.10   | D346283 | CHRISTOPHER C DOVEAS     | 482.02  |
| D346284 | DANIEL S EDWARDS    | 472.44  | D346285 | CRAIG A HERRICK          | 12.51   |
| D346286 | EDUARDO C LEIVA     | 4016.16 | D346287 | JOHN O OJEIFSEKHOB       | 513.52  |

\*\*\* PAGE TOTAL = 257958.07

|         |                         |         |         |                         |         |
|---------|-------------------------|---------|---------|-------------------------|---------|
| D346288 | JOSEPH D VARGAS         | 62.87   | D346289 | CARL J WHITNEY          | 3040.68 |
| D346290 | FRANCISCO AVALOS JR     | 413.57  | D346291 | TANNER C DE PADUA       | 451.92  |
| D346292 | JOSEPH A GARCIA         | 384.13  | D346293 | EUN WHA LEE             | 279.63  |
| D346294 | JULIAN TAPIA            | 315.41  | D346295 | KENTON TRAN             | 389.03  |
| D346296 | CALEB I VAUGHN          | 367.98  | D346297 | TYLER D VU              | 413.00  |
| D346298 | TROY F BOWMAN           | 1771.01 | D346299 | KAREN D BRAME           | 1222.18 |
| D346300 | KENNETH L CHISM         | 1847.14 | D346301 | PAUL E DANIELSON        | 1104.19 |
| D346302 | RUSSELL B DRISCOLL      | 318.75  | D346303 | JESUS FAJARDO           | 1756.60 |
| D346304 | KORY C FERRIN           | 3471.20 | D346305 | JAMES D FISCHER         | 1554.73 |
| D346306 | VICTORIA M FOSTER       | 1486.20 | D346307 | ROBERT D FRESENIUS      | 1674.10 |
| D346308 | KENNETH E MERRILL       | 543.86  | D346309 | DOUGLAS A PLUARD        | 3308.59 |
| D346310 | CHARLES W STARNES       | 2201.82 | D346311 | TUONG-VAN NGUYEN VU     | 1894.54 |
| D346312 | FLOR DE LIS ELIZONDO    | 1230.10 | D346313 | JASON S FULTON          | 2266.33 |
| D346314 | ROBERT J KIVLER         | 1705.69 | D346315 | RAQUEL D MATA           | 1094.99 |
| D346316 | REBECCA S MEEKS         | 2574.85 | D346317 | JAKE T MELIA            | 1457.45 |
| D346318 | JONATHAN B WAINWRIGHT   | 2733.83 | D346319 | DAVID C YOUNG           | 3882.15 |
| D346320 | MARIA A ALCARAZ         | 2256.07 | D346321 | MARIA S ATWOOD          | 1390.93 |
| D346322 | CARISSA L BRUNICK       | 1656.07 | D346323 | TAMMY L CHAURAN-HAIGROV | 1741.52 |
| D346324 | VERONICA FRUTOS         | 963.45  | D346325 | DAVID L GEORGE          | 2299.29 |
| D346326 | PINKY C HINGCO          | 2885.28 | D346327 | SHELBY KEUILIAN         | 1579.77 |
| D346328 | CHAD B KIM              | 1557.91 | D346329 | ALLYSON T LE            | 1818.00 |
| D346330 | ANGELA LEDESMA          | 1960.79 | D346331 | LINDALINH THU LY        | 1382.01 |
| D346332 | MARIA C MCFARLANE       | 2124.90 | D346333 | TRINA T NGUYEN          | 1780.79 |
| D346334 | DEBRA J NICHOLS         | 2006.84 | D346335 | CHRISTAL L RAY          | 1517.56 |
| D346336 | JENNIFER V ROMBOUGH     | 1987.38 | D346337 | KIMBRA S VELLANOWETH    | 1806.17 |
| D346338 | SHANNON M YELENSKY      | 2006.38 | D346339 | JENNIFER A DIX          | 2333.99 |
| D346340 | KATHERINE M FRANCISCO   | 2229.04 | D346341 | AMANDA B GARNER         | 2093.68 |
| D346342 | ARCHIE GUZMAN           | 3084.61 | D346343 | ROBERT D LUX            | 2444.35 |
| D346344 | MELISSA MENDOZA-CAMPOS  | 2520.15 | D346345 | MICHAEL A MOSER         | 2212.47 |
| D346346 | BRANDY J PARK           | 2445.73 | D346347 | CRISTINA V PAYAN        | 1665.60 |
| D346348 | JENNIFER M RODRIGUEZ    | 2060.59 | D346349 | TANYA L SAMOFF          | 2327.71 |
| D346350 | SUSAN A I SEYMOUR       | 1311.18 | D346351 | NICOLE D SHORROW        | 1933.99 |
| D346352 | DANNY J SOSEBEE         | 1712.19 | D346353 | MARSHA D SPELLMAN       | 2576.15 |
| D346354 | SPENCER T TRAN          | 1990.13 | D346355 | SANTA WARDLE            | 933.97  |
| D346356 | CHERYL L WHITNEY        | 2211.67 | D346357 | CLAUDIA ALARCON         | 2819.67 |
| D346358 | DANIEL A CAMARA         | 2495.72 | D346359 | BRIAN D DALTON          | 1974.26 |
| D346360 | RICHARD E DESBIENS      | 1403.36 | D346361 | JAMES D FRANKS          | 2863.24 |
| D346362 | PETE GARCIA             | 2009.76 | D346363 | STEVEN H HEINE          | 1099.31 |
| D346364 | JOSE D HERRERA          | 3089.83 | D346365 | WILLIAM T HOLLOWAY      | 4071.69 |
| D346366 | THI A HUYNH             | 2632.35 | D346367 | MICHAEL J JENSEN        | 7580.98 |
| D346368 | GERALD F JORDAN         | 2618.67 | D346369 | JOSEPH L KOLANO         | 2634.61 |
| D346370 | LEA K KOVACS            | 2889.51 | D346371 | DAVID LOPEZ             | 2262.32 |
| D346372 | STEVEN W LUKAS          | 1497.85 | D346373 | MATTHEW P MARCHAND      | 2710.97 |
| D346374 | MARIO MARTINEZ JR       | 3740.22 | D346375 | LUIS A PAYAN            | 2175.29 |
| D346376 | SINDY RAMIREZ OROZCO    | 2960.12 | D346377 | TERRA M RAMIREZ         | 2043.42 |
| D346378 | CHRISTOPHER M SHELGREEN | 2176.53 | D346379 | PAUL M TESSIER          | 2561.54 |
| D346380 | DENNIS WARDLE           | 2657.47 | D346381 | RONALD A DOSCHER        | 936.54  |
| D346382 | ERIC A QUINTERO         | 586.42  | D346383 | JANNA K BRADLEY         | 3052.56 |

\*\*\* PAGE TOTAL = 189571.04

|         |                          |          |         |                          |           |
|---------|--------------------------|----------|---------|--------------------------|-----------|
| D346384 | MARY C CERDA             | 1934.06  | D346385 | BRANDI M HART            | 605.14    |
| D346386 | SUSAN A HOLSTEIN         | 775.27   | D346387 | LIANE Y KWAN             | 2899.56   |
| D346388 | JANY H LEE               | 3420.72  | D346389 | SHERRILL A MEAD          | 2125.61   |
| D346390 | JESSICA MEDINA           | 1883.44  | D346391 | STEPHANIE E RICHARDS     | 1799.94   |
| D346392 | CAITLYN M STEPHENSON     | 1757.24  | D346393 | LAURA J STOVER           | 5049.81   |
| D346394 | ANNA L GOLD              | 1729.47  | D346395 | KATRENA J SCHULZE        | 471.53    |
| D346396 | MATTHEW T SWANSON        | 1595.16  | D346397 | ANTHONY VALENZUELA       | 1370.44   |
| D346398 | CANDY G WILDER           | 1883.93  | D346399 | STEVEN F ANDREWS         | 1410.01   |
| D346400 | TERENCE S CHANG          | 2252.47  | D346401 | VERNA L ESPINOZA         | 1776.29   |
| D346402 | CESAR GALLO              | 2396.42  | D346403 | ERNIE E HINGCO           | 1664.04   |
| D346404 | GEOFFREY A KLOESS        | 2745.89  | D346405 | RACHOT MORAGRAAN         | 3472.90   |
| D346406 | NOEL J PROFFITT          | 3030.44  | D346407 | ANAND V RAO              | 5243.90   |
| D346408 | JOSEPH M SCHWARTZ        | 2252.86  | D346409 | ROD T VICTORIA           | 3311.34   |
| D346410 | TERREL KEITH WINSTON     | 3398.08  | D346411 | POLICE ASSN              | 15366.89  |
| D346412 | GG FIRE FIGHTERS 2005    | 20592.78 | D346413 | SOCAL CU                 | 70695.00  |
| D346414 | SOUTHLAND CU             | 4691.94  | W2570   | GREAT WEST LIFE 457 #340 | 106575.39 |
| W2571   | GREAT WEST LIFE OBRA#340 | 3151.58  | W2572   | INTERNAL REVENUE SERVICE | 315591.76 |
| W2573   | EMPLOYMENT DEVELOPMENT D | 94994.42 |         |                          |           |

\*\*\* PAGE TOTAL = 693915.72

|                       |     |
|-----------------------|-----|
| TOTAL CHECK PAYMENTS  | 26  |
| TOTAL DIRECT DEPOSITS | 677 |
| TOTAL WIRE PAYMENTS   | 4   |
| GRAND TOTAL PAYMENTS  | 707 |

|              |
|--------------|
| 39,188.18    |
| 1,618,307.57 |
| 520,313.15   |
| .....        |
| 2,177,808.90 |

Checks #183109 thru #183134, and Direct Deposits #D345738 thru #D346414, and wire #W2570 thru #W2573 presented in the Payroll Register submitted to the Garden Grove City Council 09 APR 2019, have been audited for accuracy and funds are available for payment thereof.

  
Sandra Segura  
FINANCE DIRECTOR

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                  | DESCRIPTION  | AMOUNT     |
|---------|---|--------------|------------|
| 649253  | 4MD MANAGEMENT, LLC                     | RENT SUBSIDY | 1,850.00 * |
| 649254  | ADAMS, WILLIAM                          | RENT SUBSIDY | 1,053.00 * |
| 649255  | ADVANCED GROUP 01-75, A CA LTD          | RENT SUBSIDY | 63.00 *    |
| 649256  | ALISO VIEJO 621, LP                     | RENT SUBSIDY | 1,200.00 * |
| 649257  | ALPINE APTS                             | RENT SUBSIDY | 5,664.00 * |
| 649258  | AMCAL OCEANA FUND, LP OCEANA APARTMENTS | RENT SUBSIDY | 1,271.00 * |
| 649259  | ANAHEIM REVITALIZATION II PART          | RENT SUBSIDY | 2,533.00 * |
| 649260  | ANAHEIM REVITALIZATION IV PARTNERS, LP  | RENT SUBSIDY | 1,621.00 * |
| 649261  | AYERS, MARILISA BRADFORD                | RENT SUBSIDY | 909.00 *   |
| 649262  | BAHIA VILLAGE MOBILEHOME PARK           | RENT SUBSIDY | 1,383.00 * |
| 649263  | BUI JR, RICHARD                         | RENT SUBSIDY | 3,430.00 * |
| 649264  | BUI JR, RICHARD                         | RENT SUBSIDY | 506.00 *   |
| 649265  | BUI, JIMMY QUOC                         | RENT SUBSIDY | 3,684.00 * |
| 649266  | BUI, LAI                                | RENT SUBSIDY | 1,032.00 * |
| 649267  | BUI, LAN HUYNH NGOC                     | RENT SUBSIDY | 891.00 *   |
| 649268  | BUI, MINH Q                             | RENT SUBSIDY | 1,309.00 * |
| 649269  | BUI, PHAT                               | RENT SUBSIDY | 1,504.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                             | DESCRIPTION  | AMOUNT     |
|---------|------------------------------------|--------------|------------|
| 649270  | BUI, SON MINH                      | RENT SUBSIDY | 1,186.00 * |
| 649271  | BUI, TINH TIEN                     | RENT SUBSIDY | 1,122.00 * |
| 649272  | CALKINS, RONALD                    | RENT SUBSIDY | 1,243.00 * |
| 649273  | CHAMBERLAIN, DAVID T.              | RENT SUBSIDY | 1,257.00 * |
| 649274  | CHANTECLAIR APTS                   | RENT SUBSIDY | 995.00 *   |
| 649275  | CHEN, DAVID                        | RENT SUBSIDY | 1,080.00 * |
| 649276  | CHHUM, NARITH                      | RENT SUBSIDY | 1,440.00 * |
| 649277  | CHOI, JOON                         | RENT SUBSIDY | 2,147.00 * |
| 649278  | CHRISTMAN, ROBERT                  | RENT SUBSIDY | 1,632.00 * |
| 649279  | CHU, MEI-LING                      | RENT SUBSIDY | 1,129.00 * |
| 649280  | CITRUS GROVE, LP                   | RENT SUBSIDY | 477.00 *   |
| 649281  | CLARY, KIM                         | RENT SUBSIDY | 798.00 *   |
| 649282  | CONCEPCION, RODRIGO                | RENT SUBSIDY | 935.00 *   |
| 649283  | COY, CHRISTINE OR FREEMAN, CYNTHIA | RENT SUBSIDY | 1,127.00 * |
| 649284  | CRESTWOOD ON 7, LLC                | RENT SUBSIDY | 3,164.00 * |
| 649285  | CROCKETT, JACK                     | RENT SUBSIDY | 3,933.00 * |
| 649286  | DAISY VI ASSOCIATES LTD            | RENT SUBSIDY | 5,075.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                | DESCRIPTION  | AMOUNT     |
|---------|-----------------------|--------------|------------|
| 649287  | DANG, STACY HOA TUOI  | RENT SUBSIDY | 1,597.00 * |
| 649288  | DINH, HAI             | RENT SUBSIDY | 1,263.00 * |
| 649289  | DINH, KIM-ANH T       | RENT SUBSIDY | 1,429.00 * |
| 649290  | DO, DOMINIC HAU       | RENT SUBSIDY | 2,200.00 * |
| 649291  | DO, KIEN TRONG        | RENT SUBSIDY | 1,001.00 * |
| 649292  | DO, THO               | RENT SUBSIDY | 2,592.00 * |
| 649293  | DO, THUAN             | RENT SUBSIDY | 1,431.00 * |
| 649294  | DO, TIM               | RENT SUBSIDY | 1,833.00 * |
| 649295  | DOAN, DINH T          | RENT SUBSIDY | 1,217.00 * |
| 649296  | DONNER, HELMUT        | RENT SUBSIDY | 2,127.00 * |
| 649297  | DUONG, LAN            | RENT SUBSIDY | 1,308.00 * |
| 649298  | DUONG, CHI THI        | RENT SUBSIDY | 1,469.00 * |
| 649299  | EL CAMINO LU, LLC     | RENT SUBSIDY | 986.00 *   |
| 649300  | ELDEN EAST APARTMENTS | RENT SUBSIDY | 707.00 *   |
| 649301  | EMERALD GARDENS APT   | RENT SUBSIDY | 1,080.00 * |
| 649302  | FULLWOOD, DALE A      | RENT SUBSIDY | 581.00 *   |
| 649303  | GAMA APART LLC        | RENT SUBSIDY | 3,874.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                       |                       | DESCRIPTION       | AMOUNT     |
|---------|--|-----------------------|-------------------|------------|
| 649304  | GARDEN GROVE HOUSING                         | AUTHORITY-ESCROW ACCT | HAP-ESCROW        | 9,588.00 * |
| 649305  | GEORGIAN APTS                                |                       | RENT SUBSIDY      | 987.00 *   |
| 649306  | GIA VU, INC                                  |                       | RENT SUBSIDY      | 1,424.00 * |
| 649307  | GLENDAL COMMUNITY HOUSING DIV                |                       | PORTABILITY ADMIN | 69.70 *    |
| 649307  | GLENDAL COMMUNITY HOUSING DIV                |                       | RENT SUBSIDY      | 750.00 *   |
| 649309  | GROVE PARK LLC                               |                       | RENT SUBSIDY      | 4,185.00 * |
| 649310  | HA, MANH MINH                                |                       | RENT SUBSIDY      | 937.00 *   |
| 649311  | HANSEN, RICHARD D                            |                       | RENT SUBSIDY      | 1,189.00 * |
| 649312  | HARA, KULJIT                                 |                       | RENT SUBSIDY      | 874.00 *   |
| 649313  | HARA, STEVE                                  |                       | RENT SUBSIDY      | 4,283.00 * |
| 649314  | HAUPT PROPERTIES LLC                         |                       | RENT SUBSIDY      | 949.00 *   |
| 649315  | HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP |                       | RENT SUBSIDY      | 660.00 *   |
| 649316  | HIGHLAND FINANCE INVESTMENTS CORP.           |                       | RENT SUBSIDY      | 1,986.00 * |
| 649317  | HO, THOMAS P                                 |                       | RENT SUBSIDY      | 1,140.00 * |
| 649318  | HOANG, LIEN                                  |                       | RENT SUBSIDY      | 1,057.00 * |
| 649319  | HOFFMAN, NICK                                |                       | RENT SUBSIDY      | 824.00 *   |
| 649320  | HUYNH, NATALIE N                             |                       | RENT SUBSIDY      | 2,165.00 * |
| 649321  | HUYNH, NGHIA TRUNG                           |                       | RENT SUBSIDY      | 2,031.00 * |



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                      | DESCRIPTION  | AMOUNT      |
|---------|-----------------------------|--------------|-------------|
| 649322  | HUYNH, TRANG                | RENT SUBSIDY | 2,994.00 *  |
| 649323  | JEANNE JURADO TRUSTEE       | RENT SUBSIDY | 2,044.00 *  |
| 649324  | JOHNSON, LINDA              | RENT SUBSIDY | 2,249.00 *  |
| 649325  | JOMARC PROPERTIES LTD       |              | 8,141.00 *  |
| 649326  | JOSEPH & KIM CORP.          | RENT SUBSIDY | 1,077.00 *  |
| 649327  | KDF HERMOSA LP              | RENT SUBSIDY | 3,852.00 *  |
| 649328  | KDF MALABAR LP              | RENT SUBSIDY | 32,469.00 * |
| 649329  | KDF SEA WIND LP             | RENT SUBSIDY | 993.00 *    |
| 649330  | KINGMAN GARDENS CORPORATION | RENT SUBSIDY | 1,163.00 *  |
| 649331  | KLEIN, MARTIN               | RENT SUBSIDY | 752.00 *    |
| 649332  | KOLSY, M I                  | RENT SUBSIDY | 1,454.00 *  |
| 649333  | KUNZMAN, WILLIAM            | RENT SUBSIDY | 1,272.00 *  |
| 649334  | LA PALMA APTS L.P.          | RENT SUBSIDY | 990.00 *    |
| 649335  | LAM, CAM THI T              | RENT SUBSIDY | 685.00 *    |
| 649336  | LE FAMILY TRUST             | RENT SUBSIDY | 3,062.00 *  |
| 649337  | LE, DON                     | RENT SUBSIDY | 587.00 *    |
| 649338  | LE, DONALD                  | RENT SUBSIDY | 1,059.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                      | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------|--------------|------------|
| 649339  | LE, HUY                     | RENT SUBSIDY | 2,269.00 * |
| 649340  | LE, HUY                     | RENT SUBSIDY | 1,075.00 * |
| 649341  | LE, KIM                     | RENT SUBSIDY | 2,345.00 * |
| 649342  | LE, NGHIA V                 | RENT SUBSIDY | 2,156.00 * |
| 649343  | LE, TRACEY                  | RENT SUBSIDY | 1,093.00 * |
| 649344  | LE, VANESSA                 | RENT SUBSIDY | 1,230.00 * |
| 649345  | LE, VIET Q.                 | RENT SUBSIDY | 1,086.00 * |
| 649346  | LE, YENNNHI                 | RENT SUBSIDY | 1,042.00 * |
| 649347  | LE,BAO GIA                  | RENT SUBSIDY | 2,330.00 * |
| 649348  | LE,KIM Q                    | RENT SUBSIDY | 1,183.00 * |
| 649349  | LE-MUNZER, HOABINH          | RENT SUBSIDY | 831.00 *   |
| 649350  | LEONG, DOUG                 | RENT SUBSIDY | 1,254.00 * |
| 649351  | LIAO, ALICE                 | RENT SUBSIDY | 2,041.00 * |
| 649352  | MACDONALD, WILLIAM T        | RENT SUBSIDY | 2,046.00 * |
| 649353  | MAGIC LAMP MOBILE HOME PARK | RENT SUBSIDY | 1,174.00 * |
| 649354  | MAH, LARRY                  | RENT SUBSIDY | 1,003.00 * |
| 649355  | MAI-NGUYEN, HANH T          | RENT SUBSIDY | 1,134.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR             | DESCRIPTION  | AMOUNT     |
|---------|--------------------|--------------|------------|
| 649356  | MAMMEN, TERRY      | RENT SUBSIDY | 3,757.00 * |
| 649357  | MANNIL, SUPUNNEE   | RENT SUBSIDY | 992.00 *   |
| 649358  | MAO, ZHIYAN        | RENT SUBSIDY | 2,230.00 * |
| 649359  | MARQUIS APTS, LLC  | RENT SUBSIDY | 1,829.00 * |
| 649360  | MIDWAY INTEREST LP | RENT SUBSIDY | 2,044.00 * |
| 649361  | MIYAMOTO, JEAN     | RENT SUBSIDY | 347.00 *   |
| 649362  | NAGHIBI, ALI       | RENT SUBSIDY | 1,477.00 * |
| 649363  | NGO, ANDREW        | RENT SUBSIDY | 1,333.00 * |
| 649364  | NGO, KIM           | RENT SUBSIDY | 836.00 *   |
| 649365  | NGO, MARY          | RENT SUBSIDY | 4,623.00 * |
| 649366  | NGO, HOA KIM       | RENT SUBSIDY | 1,467.00 * |
| 649367  | NGUYEN, ANDREA     | RENT SUBSIDY | 962.00 *   |
| 649368  | NGUYEN, BACH THI   | RENT SUBSIDY | 1,079.00 * |
| 649369  | NGUYEN, BICHLE T   | RENT SUBSIDY | 4,298.00 * |
| 649370  | NGUYEN, D DUY MD   | RENT SUBSIDY | 972.00 *   |
| 649371  | NGUYEN, FRANK M    | RENT SUBSIDY | 1,666.00 * |
| 649372  | NGUYEN, HOA THI    | RENT SUBSIDY | 875.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR              | DESCRIPTION  | AMOUNT     |
|---------|---------------------|--------------|------------|
| 649373  | NGUYEN, HOC VAN     | RENT SUBSIDY | 1,315.00 * |
| 649374  | NGUYEN, LE THUY     | RENT SUBSIDY | 1,242.00 * |
| 649375  | NGUYEN, LINDA MAI   | RENT SUBSIDY | 787.00 *   |
| 649376  | NGUYEN, LOAN THANH  | RENT SUBSIDY | 1,011.00 * |
| 649377  | NGUYEN, MAI         | RENT SUBSIDY | 858.00 *   |
| 649378  | NGUYEN, NICOLE U    | RENT SUBSIDY | 1,401.00 * |
| 649379  | NGUYEN, PHONG       | RENT SUBSIDY | 2,941.00 * |
| 649380  | NGUYEN, QUANG M     | RENT SUBSIDY | 1,180.00 * |
| 649381  | NGUYEN, STEVE T     | RENT SUBSIDY | 2,917.00 * |
| 649382  | NGUYEN, STEVEN      | RENT SUBSIDY | 948.00 *   |
| 649383  | NGUYEN, TAM N       | RENT SUBSIDY | 912.00 *   |
| 649384  | NGUYEN, THANG XUAN  | RENT SUBSIDY | 1,090.00 * |
| 649385  | NGUYEN, THANH VAN   | RENT SUBSIDY | 2,930.00 * |
| 649386  | NGUYEN, THU-ANH     | RENT SUBSIDY | 1,989.00 * |
| 649387  | NGUYEN, THUY T.     | RENT SUBSIDY | 1,174.00 * |
| 649388  | NGUYEN, VINH K      | RENT SUBSIDY | 1,265.00 * |
| 649389  | NGUYEN, NICOLE UYEN | RENT SUBSIDY | 641.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                      | DESCRIPTION  | AMOUNT     |
|---------|---|--------------|------------|
| 649390  | NGUYEN, PAULINE KIMPHUNG                    | RENT SUBSIDY | 1,241.00 * |
| 649391  | NGUYEN, SHERRY LIEU                         | RENT SUBSIDY | 1,811.00 * |
| 649392  | NGUYEN, TON SANH                            | RENT SUBSIDY | 1,177.00 * |
| 649393  | NGUYEN, TRACY                               | RENT SUBSIDY | 1,462.00 * |
| 649394  | NGUYEN-TU, THUY-TIEN                        | RENT SUBSIDY | 2,086.00 * |
| 649395  | NORTHWOOD PLACE                             | RENT SUBSIDY | 3,436.00 * |
| 649396  | PALMA VISTA APTS, LLC                       | RENT SUBSIDY | 1,185.00 * |
| 649397  | PARCIES INVESTMENT                          | RENT SUBSIDY | 1,448.00 * |
| 649398  | PARK, CHONG PIL                             | RENT SUBSIDY | 1,086.00 * |
| 649399  | PATTUMMADITH, SUWAPANG                      | RENT SUBSIDY | 2,547.00 * |
| 649400  | PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP | RENT SUBSIDY | 2,956.00 * |
| 649401  | PHAM, ANH THI                               | RENT SUBSIDY | 1,202.00 * |
| 649402  | PHAM, DAVID DUNG                            | RENT SUBSIDY | 1,225.00 * |
| 649403  | PHAM, QUYEN                                 | RENT SUBSIDY | 799.00 *   |
| 649404  | PHAM, QUYNH-ANH HOANG                       | RENT SUBSIDY | 2,790.00 * |
| 649405  | PHAM, TUNG                                  | RENT SUBSIDY | 1,638.00 * |
| 649406  | PHAM, VANTHI                                | RENT SUBSIDY | 1,230.00 * |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                       | DESCRIPTION  | AMOUNT     |
|---------|--|--------------|------------|
| 649407  | PHAM, LOAN ANH THI                           | RENT SUBSIDY | 1,131.00 * |
| 649408  | PHAN, VAN KHANH                              | RENT SUBSIDY | 905.00 *   |
| 649409  | PHAN, VIVIAN                                 | RENT SUBSIDY | 983.00 *   |
| 649410  | PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE | RENT SUBSIDY | 2,380.00 * |
| 649411  | PLAZA WOODS, LLC                             | RENT SUBSIDY | 2,718.00 * |
| 649412  | PNB GREEN EXPANSION MGMT, LLC                | RENT SUBSIDY | 3,378.00 * |
| 649413  | PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS  | RENT SUBSIDY | 1,333.00 * |
| 649414  | RANCHO ALISAL                                | RENT SUBSIDY | 1,580.00 * |
| 649415  | RAYMOND AND LYNN RUAIS                       | RENT SUBSIDY | 624.00 *   |
| 649416  | S.E. AMSTER                                  | RENT SUBSIDY | 1,059.00 * |
| 649417  | SCHWERMAN, CELESTE                           | RENT SUBSIDY | 1,389.00 * |
| 649418  | SILLO NORTHEAST, LLC                         | RENT SUBSIDY | 1,963.00 * |
| 649421  | TA, CATHY                                    | RENT SUBSIDY | 1,564.00 * |
| 649422  | TERESINA APARTMENTS                          | RENT SUBSIDY | 1,080.00 * |
| 649423  | THE KNOLLS                                   | RENT SUBSIDY | 370.00 *   |
| 649424  | THE OVERLOOK                                 | RENT SUBSIDY | 1,242.00 * |
| 649425  | THOMSON EQUITIES                             | RENT SUBSIDY | 1,063.00 * |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR   | DESCRIPTION  | AMOUNT     |
|---------|--|--------------|------------|
| 649426  | THOMSON EQUITIES                                 | RENT SUBSIDY | 2,969.00 * |
| 649427  | TON, VINH THAT                                   | RENT SUBSIDY | 1,907.00 * |
| 649428  | TRAN, EDWARD T                                   | RENT SUBSIDY | 830.00 *   |
| 649429  | TRAN, ERIC                                       | RENT SUBSIDY | 637.00 *   |
| 649430  | TRAN, JOHNNY                                     | RENT SUBSIDY | 2,141.00 * |
| 649431  | TRAN, THERESA T                                  | RENT SUBSIDY | 847.00 *   |
| 649432  | TRAN, TIEN                                       | RENT SUBSIDY | 661.00 *   |
| 649433  | TRAN-NGUYEN, LIEN KIM                            | RENT SUBSIDY | 965.00 *   |
| 649434  | TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS | RENT SUBSIDY | 617.00 *   |
| 649435  | TRINH, TRANG N                                   | RENT SUBSIDY | 1,055.00 * |
| 649436  | TRUONG, BAY LE                                   | RENT SUBSIDY | 1,624.00 * |
| 649437  | TRUONG, THUAN BICH                               | RENT SUBSIDY | 1,000.00 * |
| 649438  | TRUONG, THUAN BICH                               | RENT SUBSIDY | 3,027.00 * |
| 649439  | TRUONG, SON BICH                                 | RENT SUBSIDY | 1,330.00 * |
| 649442  | TURI, ANGELO S                                   | RENT SUBSIDY | 2,353.00 * |
| 649443  | VELASTEGUI, MARCO                                | RENT SUBSIDY | 1,290.00 * |
| 649444  | VILLA CAPRI ESTATES                              | RENT SUBSIDY | 766.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                           | DESCRIPTION  | AMOUNT     |
|---------|----------------------------------|--------------|------------|
| 649445  | VINH, THUA                       | RENT SUBSIDY | 234.00 *   |
| 649446  | VISTA DEL SOL APARTMENTS         | RENT SUBSIDY | 1,221.00 * |
| 649447  | VISTA DEL SOL APTS               | RENT SUBSIDY | 1,076.00 * |
| 649448  | VO, KIMCHI                       | RENT SUBSIDY | 1,603.00 * |
| 649449  | VO, NAM T                        | RENT SUBSIDY | 579.00 *   |
| 649450  | VO, TIN TRUNG                    | RENT SUBSIDY | 1,010.00 * |
| 649451  | VPM MANAGEMENT                   | RENT SUBSIDY | 953.00 *   |
| 649452  | VU, THAI                         | RENT SUBSIDY | 1,428.00 * |
| 649453  | VU, DANNY                        | RENT SUBSIDY | 657.00 *   |
| 649454  | VU. TUONG MANH                   | RENT SUBSIDY | 1,954.00 * |
| 649455  | WEST, NEIL E                     | RENT SUBSIDY | 1,243.00 * |
| 649456  | WINDSOR-DAWSON LP                | RENT SUBSIDY | 4,965.00 * |
| 649457  | WINDWOOD KNOLL APARTMENTS        | RENT SUBSIDY | 2,747.00 * |
| 649458  | WOODBIDGE VILLAS APARTMENT HOMES | RENT SUBSIDY | 1,929.00 * |
| 649459  | WOODBURY SQUARE                  | RENT SUBSIDY | 1,379.00 * |
| 649460  | YIANG, VINCE                     | RENT SUBSIDY | 1,140.00 * |
| W649252 | 15915 LA FORGE ST WHITTIER LLC   | RENT SUBSIDY | 2,101.00 * |



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR  | DESCRIPTION  | AMOUNT      |
|---------|---|--------------|-------------|
| W649252 | 19822 BROOKHURST, LLC                             | RENT SUBSIDY | 2,342.00 *  |
| W649252 | 2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS | RENT SUBSIDY | 1,062.00 *  |
| W649252 | 13251 NEWLAND LLC                                 | RENT SUBSIDY | 8,575.00 *  |
| W649252 | 12911 GALWAY ST, LLC                              | RENT SUBSIDY | 1,875.00 *  |
| W649252 | 2300 W EL SEGUNDO, LP                             | RENT SUBSIDY | 13,315.00 * |
| W649253 | ABCO CROWN VILLA,LTD                              | RENT SUBSIDY | 1,733.00 *  |
| W649253 | ACACIAN APTS                                      | RENT SUBSIDY | 30,755.00 * |
| W649253 | ACT EQUITIES, LLC                                 | RENT SUBSIDY | 2,076.00 *  |
| W649253 | ACACIA VILLAGE                                    | RENT SUBSIDY | 21,606.00 * |
| W649253 | 8080 BEVER PLACE-NEGBA LLC                        | RENT SUBSIDY | 1,250.00 *  |
| W649253 | 8572 STANFORD, LLC                                | RENT SUBSIDY | 839.00 *    |
| W649253 | 7632 21ST ST LP                                   | RENT SUBSIDY | 3,372.00 *  |
| W649254 | ADRIATIC APTS                                     | RENT SUBSIDY | 892.00 *    |
| W649255 | ALFRED P VU & JULIE NGA HO, LLC                   | RENT SUBSIDY | 3,510.00 *  |
| W649255 | ALIBULLA, REHANA                                  | RENT SUBSIDY | 2,057.00 *  |
| W649255 | AEGEAN APARTMENTS                                 | RENT SUBSIDY | 5,277.00 *  |
| W649255 | ADVANTAGE PROPERTY MANAGEMENT                     | RENT SUBSIDY | 689.00 *    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                             | DESCRIPTION  | AMOUNT      |
|---------|------------------------------------|--------------|-------------|
| W649255 | ALBERS, CHRISTOPHER J              | RENT SUBSIDY | 481.00 *    |
| W649256 | ALLARD APARTMENT, LLC              | RENT SUBSIDY | 3,466.00 *  |
| W649256 | ALLEN, LYNN KATHLEEN               | RENT SUBSIDY | 1,244.00 *  |
| W649257 | ALTAMIRANO, CHIN MEI CHU           | RENT SUBSIDY | 1,180.00 *  |
| W649257 | ALTEZA, INC                        | RENT SUBSIDY | 1,964.00 *  |
| W649258 | AMERICAN FAMILY HOUSING            | RENT SUBSIDY | 1,803.00 *  |
| W649260 | ANAHEIM SUNSET PLAZA APTS          | RENT SUBSIDY | 6,505.00 *  |
| W649260 | AOU, CHUNG NAN                     | RENT SUBSIDY | 1,550.00 *  |
| W649260 | ARBOR VILLAS, LLC                  | RENT SUBSIDY | 1,350.00 *  |
| W649260 | ARJON, TIMOTEO                     | RENT SUBSIDY | 2,117.00 *  |
| W649260 | ATTIA, EIDA A                      | RENT SUBSIDY | 1,533.00 *  |
| W649260 | AUDUONG, PAUL                      | RENT SUBSIDY | 1,194.00 *  |
| W649260 | AUGUSTA GROUP INVESTMENTS INC      | RENT SUBSIDY | 1,052.00 *  |
| W649260 | ARROYO DEVELOPMENT PARTNERS, LL    | RENT SUBSIDY | 743.00 *    |
| W649261 | BACH & JASON NGUYEN INVESTMENT LLC | RENT SUBSIDY | 1,208.00 *  |
| W649261 | BACH, PHAN                         | RENT SUBSIDY | 891.00 *    |
| W649261 | AYNEM INVESTMENTS, LP              | RENT SUBSIDY | 15,754.00 * |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                       | DESCRIPTION  | AMOUNT      |
|---------|------------------------------|--------------|-------------|
| W649262 | BANH, HA                     | RENT SUBSIDY | 1,216.00 *  |
| W649262 | BARRY SAYWITZ PROP TWO, LP   | RENT SUBSIDY | 6,636.00 *  |
| W649262 | BEHRENS PROPERTIES, LLC      | RENT SUBSIDY | 897.00 *    |
| W649262 | BELAGE PRESERVATION, LP      | RENT SUBSIDY | 1,450.00 *  |
| W649262 | BERTRAN, JAIME OR MAGALI     | RENT SUBSIDY | 1,200.00 *  |
| W649262 | BHALANI, ANIL                | RENT SUBSIDY | 1,065.00 *  |
| W649262 | BHATT, N C                   | RENT SUBSIDY | 2,824.00 *  |
| W649262 | BOUTROS, ADEL A              | RENT SUBSIDY | 1,921.00 *  |
| W649262 | BOWEN PROPERTY, LLC          | RENT SUBSIDY | 1,161.00 *  |
| W649262 | BOZARJIAN, MAI               | RENT SUBSIDY | 24,870.00 * |
| W649262 | BRACHA, SHAY                 | RENT SUBSIDY | 1,546.00 *  |
| W649262 | BRE PARAGON MF INVESTMENT LP | RENT SUBSIDY | 3,446.00 *  |
| W649262 | BRIAR CREST / ROSE CREST     | RENT SUBSIDY | 3,206.00 *  |
| W649262 | BROWN, SHARON OR NORMAN      | RENT SUBSIDY | 3,021.00 *  |
| W649262 | BUENA PARK SUNRISE APTS LP   | RENT SUBSIDY | 1,116.00 *  |
| W649262 | BEACH CREEK APARTMENTS       | RENT SUBSIDY | 1,260.00 *  |
| W649262 | BERTINA PANG LOH CHANG       | RENT SUBSIDY | 903.00 *    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                    | DESCRIPTION  | AMOUNT     |
|---------|---------------------------|--------------|------------|
| W649262 | BAKER RANCH AFFORDABLE LP | RENT SUBSIDY | 1,826.00 * |
| W649262 | BARRETT, BRETT A          | RENT SUBSIDY | 1,014.00 * |
| W649262 | BORTHWICK, KELLY          | RENT SUBSIDY | 1,154.00 * |
| W649264 | BUI, BACH                 | RENT SUBSIDY | 944.00 *   |
| W649264 | BUI, DUNG                 | RENT SUBSIDY | 1,374.00 * |
| W649264 | BUI, HOA T.               | RENT SUBSIDY | 1,040.00 * |
| W649264 | BUI, DANIEL D.            | RENT SUBSIDY | 1,589.00 * |
| W649265 | BUI, KIMBERLY             | RENT SUBSIDY | 2,276.00 * |
| W649265 | BUI, KIMLOAN THI          | RENT SUBSIDY | 1,112.00 * |
| W649267 | BUI, LONG                 | RENT SUBSIDY | 1,019.00 * |
| W649268 | BUI, MONICA               | RENT SUBSIDY | 2,628.00 * |
| W649268 | BUI, NGA HUYNH            | RENT SUBSIDY | 997.00 *   |
| W649270 | BUI, SON VAN              | RENT SUBSIDY | 1,529.00 * |
| W649270 | BUI, TAM THI              | RENT SUBSIDY | 1,330.00 * |
| W649270 | BUI, THUAN                | RENT SUBSIDY | 1,751.00 * |
| W649271 | BUI, TRIET THO-MINH       | RENT SUBSIDY | 1,639.00 * |
| W649271 | C.S.T. CAPITAL LLC        | RENT SUBSIDY | 1,492.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                     | DESCRIPTION  | AMOUNT     |
|---------|----------------------------|--------------|------------|
| W649271 | CAI-NGUYEN, THU T          | RENT SUBSIDY | 1,518.00 * |
| W649271 | CALA GRASIO APTS           | RENT SUBSIDY | 2,829.00 * |
| W649271 | BURLEY, DAVID M            | RENT SUBSIDY | 1,257.00 * |
| W649272 | CAMBRIDGE HEIGHTS, LP      | RENT SUBSIDY | 938.00 *   |
| W649272 | CANNON, WARREN             | RENT SUBSIDY | 1,306.00 * |
| W649272 | CAO, MYTRANG               | RENT SUBSIDY | 1,650.00 * |
| W649272 | CAO, PHUOC GIA             | RENT SUBSIDY | 990.00 *   |
| W649272 | CASCADE TERRACE APARTMENTS | RENT SUBSIDY | 4,513.00 * |
| W649272 | CDN INVESTMENTS, INC       | RENT SUBSIDY | 2,152.00 * |
| W649272 | CASA MADRID                | RENT SUBSIDY | 5,131.00 * |
| W649272 | CASCINO, DAVID G.          | RENT SUBSIDY | 1,965.00 * |
| W649273 | CHAN, KOU LEAN             | RENT SUBSIDY | 966.00 *   |
| W649273 | CHAN, TIFFANNIE L.         | RENT SUBSIDY | 1,310.00 * |
| W649273 | CHAN, MIN OR TRAN, CHIEN   | RENT SUBSIDY | 2,193.00 * |
| W649273 | CHANG, EVELYN              | RENT SUBSIDY | 2,434.00 * |
| W649273 | CHANG, SHERRI              | RENT SUBSIDY | 1,345.00 * |
| W649273 | CHANG, WARREN              | RENT SUBSIDY | 943.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                  | DESCRIPTION  | AMOUNT      |
|---------|-------------------------|--------------|-------------|
| W649274 | CHATHAM VILLAGE APTS    | RENT SUBSIDY | 5,455.00 *  |
| W649274 | CHAU, ALICE             | RENT SUBSIDY | 2,087.00 *  |
| W649274 | CHELSEA COURT APTS      | RENT SUBSIDY | 1,210.00 *  |
| W649274 | CHEN, DENNIS KYINSAN    | RENT SUBSIDY | 2,938.00 *  |
| W649274 | CHEN, SHIAO-YUNG        | RENT SUBSIDY | 4,912.00 *  |
| W649274 | CHEN, T C               | RENT SUBSIDY | 29,655.00 * |
| W649274 | CHARLESTON GARDENS, LLC | RENT SUBSIDY | 1,154.00 *  |
| W649274 | CHAUK PAN CHIN          | RENT SUBSIDY | 1,406.00 *  |
| W649275 | CHERRY WEST PROPERTIES  | RENT SUBSIDY | 1,226.00 *  |
| W649275 | CHEUNG,STEPHEN          | RENT SUBSIDY | 1,410.00 *  |
| W649275 | CHEY,PAUL M             | RENT SUBSIDY | 906.00 *    |
| W649276 | CHIANG, LI-YONG         | RENT SUBSIDY | 1,462.00 *  |
| W649277 | CHONG,DON J G           | RENT SUBSIDY | 4,857.00 *  |
| W649279 | CHUN, JOHN              | RENT SUBSIDY | 954.00 *    |
| W649279 | CINCO TRAN, LLC         | RENT SUBSIDY | 1,297.00 *  |
| W649279 | CHUNG, KYU B            | RENT SUBSIDY | 4,433.00 *  |
| W649281 | CLIFTON, KATHLEEN P     | RENT SUBSIDY | 1,042.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                | DESCRIPTION  | AMOUNT      |
|---------|---------------------------------------|--------------|-------------|
| W649281 | COLACION, KATHY D                     | RENT SUBSIDY | 1,791.00 *  |
| W649281 | COMMUNITY GARDENS PARTNERS LP         | RENT SUBSIDY | 1,982.00 *  |
| W649281 | CONCEPCION, NORMA S                   | RENT SUBSIDY | 1,135.00 *  |
| W649281 | CO, PONCH                             | RENT SUBSIDY | 897.00 *    |
| W649282 | CONCORD MGMT LLC                      | RENT SUBSIDY | 701.00 *    |
| W649282 | CONNOR PINES LLC                      | RENT SUBSIDY | 11,063.00 * |
| W649282 | CONTINENTAL GARDENS APTS              | RENT SUBSIDY | 13,239.00 * |
| W649282 | COURTYARD VILLAS                      | RENT SUBSIDY | 8,020.00 *  |
| W649282 | CORNER CAPITAL INVESTMENTS            | RENT SUBSIDY | 735.00 *    |
| W649285 | CRUZAT, KERILYN                       | RENT SUBSIDY | 931.00 *    |
| W649285 | CUNG, KHANH                           | RENT SUBSIDY | 2,492.00 *  |
| W649285 | CUNG, KHIEM                           | RENT SUBSIDY | 1,192.00 *  |
| W649285 | DAC,NGHIA HO OR PHAN VE TU            | RENT SUBSIDY | 2,549.00 *  |
| W649285 | CURTIS FAMILY TRUST                   | RENT SUBSIDY | 1,574.00 *  |
| W649285 | DAI, HUONG NGOC                       | RENT SUBSIDY | 723.00 *    |
| W649285 | CTC INVESTMENT GROUP, INC             | RENT SUBSIDY | 1,140.00 *  |
| W649285 | D1 SENIOR IRVINE HOUSING PARTNERS, LP | RENT SUBSIDY | 1,272.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                  | DESCRIPTION  | AMOUNT     |
|---------|---|--------------|------------|
| W649286 | DAM, BINH DINH                          | RENT SUBSIDY | 1,188.00 * |
| W649286 | DANG, ANNIE                             | RENT SUBSIDY | 1,167.00 * |
| W649286 | DANG, CHINH VAN                         | RENT SUBSIDY | 1,255.00 * |
| W649286 | DANG, MIKE M                            | RENT SUBSIDY | 1,558.00 * |
| W649286 | DANG, DAVID                             | RENT SUBSIDY | 937.00 *   |
| W649287 | DANG, THANH-THUY THI                    | RENT SUBSIDY | 791.00 *   |
| W649287 | DAO, JOSEPH N                           | RENT SUBSIDY | 1,458.00 * |
| W649287 | DAO, MINH                               | RENT SUBSIDY | 864.00 *   |
| W649287 | DAO, NELSON NGUYEN                      | RENT SUBSIDY | 3,408.00 * |
| W649287 | DAO, TRU                                | RENT SUBSIDY | 3,886.00 * |
| W649287 | DAO, TU VAN                             | RENT SUBSIDY | 2,000.00 * |
| W649287 | DAO, NGOC-THUY                          | RENT SUBSIDY | 1,207.00 * |
| W649287 | DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN | RENT SUBSIDY | 2,208.00 * |
| W649287 | DAVIS, SON OR MICHELLE                  | RENT SUBSIDY | 805.00 *   |
| W649287 | DE ANZA PLAZA APTS II                   | RENT SUBSIDY | 2,112.00 * |
| W649287 | DE MIRANDA MANAGEMENT                   | RENT SUBSIDY | 1,071.00 * |
| W649287 | DEWYER, CLARA J.                        | RENT SUBSIDY | 1,250.00 * |



| WARRANT | VENDOR                 | DESCRIPTION  | AMOUNT     |
|---------|------------------------|--------------|------------|
| W649287 | DIAZ, FRANK T          | RENT SUBSIDY | 1,260.00 * |
| W649287 | DIEP, HOI TUAN         | RENT SUBSIDY | 1,296.00 * |
| W649287 | DINH, CHINH            | RENT SUBSIDY | 1,732.00 * |
| W649287 | DDA LLC                | RENT SUBSIDY | 1,225.00 * |
| W649287 | DEERING II FAMILY L.P. | RENT SUBSIDY | 983.00 *   |
| W649288 | DINH, HANH             | RENT SUBSIDY | 1,803.00 * |
| W649288 | DINH, JOSEPH           | RENT SUBSIDY | 1,340.00 * |
| W649288 | DINH, KATHLEEN         | RENT SUBSIDY | 955.00 *   |
| W649288 | DINH, KATHY            | RENT SUBSIDY | 2,452.00 * |
| W649288 | DINH, KIM              | RENT SUBSIDY | 964.00 *   |
| W649288 | DINH, LAN THAI         | RENT SUBSIDY | 2,344.00 * |
| W649288 | DINH, LONG T           | RENT SUBSIDY | 868.00 *   |
| W649288 | DINH, NHU Y            | RENT SUBSIDY | 1,144.00 * |
| W649288 | DINH, THU V.           | RENT SUBSIDY | 1,378.00 * |
| W649288 | DINH, TUAN             | RENT SUBSIDY | 1,714.00 * |
| W649288 | DINH, Y NHA            | RENT SUBSIDY | 2,154.00 * |
| W649289 | DINH, THANH            | RENT SUBSIDY | 1,487.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                      | DESCRIPTION  | AMOUNT      |
|---------|-----------------------------|--------------|-------------|
| W649289 | DNK PROPERTY LLC            | RENT SUBSIDY | 13,522.00 * |
| W649289 | DO, BRANDON BINH            | RENT SUBSIDY | 1,906.00 *  |
| W649290 | DO, JONATHAN                | RENT SUBSIDY | 1,400.00 *  |
| W649291 | DO, MINH C.                 | RENT SUBSIDY | 2,632.00 *  |
| W649291 | DO, MINH TAM                | RENT SUBSIDY | 1,663.00 *  |
| W649291 | DO, MY-PHUONG               | RENT SUBSIDY | 1,180.00 *  |
| W649291 | DO, NANCY                   | RENT SUBSIDY | 891.00 *    |
| W649291 | DO, SELENA                  | RENT SUBSIDY | 1,963.00 *  |
| W649293 | DO, THUY THI                | RENT SUBSIDY | 838.00 *    |
| W649294 | DO, TINA                    | RENT SUBSIDY | 4,081.00 *  |
| W649294 | DO, XUYEN THI               | RENT SUBSIDY | 1,032.00 *  |
| W649295 | DOAN, HARRY                 | RENT SUBSIDY | 612.00 *    |
| W649295 | DOAN, HOAI T                | RENT SUBSIDY | 1,274.00 *  |
| W649295 | DOAN, HUY                   | RENT SUBSIDY | 2,774.00 *  |
| W649295 | DOAN, KYLAM                 | RENT SUBSIDY | 1,526.00 *  |
| W649295 | DOAN, NHA & JOANNE TRANG VU | RENT SUBSIDY | 1,467.00 *  |
| W649295 | DOAN, PHUONGNGA THI         | RENT SUBSIDY | 1,737.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                             | DESCRIPTION  | AMOUNT     |
|---------|------------------------------------|--------------|------------|
| W649295 | DOAN, THANH QUE                    | RENT SUBSIDY | 1,526.00 * |
| W649295 | DOHANH, WILLIAM D                  | RENT SUBSIDY | 1,574.00 * |
| W649295 | DOIDGE, JERRY                      | RENT SUBSIDY | 918.00 *   |
| W649295 | DOLCE VITA INVESTMENTS, LLC        | RENT SUBSIDY | 5,190.00 * |
| W649295 | DONG, MINH TRANG                   | RENT SUBSIDY | 765.00 *   |
| W649295 | DOAN, HIEP THI                     | RENT SUBSIDY | 2,204.00 * |
| W649296 | DORADO SENIOR APARTMENTS, LP       | RENT SUBSIDY | 941.00 *   |
| W649296 | DOWD III, WILLIAM A.               | RENT SUBSIDY | 948.00 *   |
| W649296 | DSN INVESTMENT GROUP, LLC          | RENT SUBSIDY | 4,853.00 * |
| W649296 | DTP INVESTMENTS, LLC               | RENT SUBSIDY | 2,429.00 * |
| W649296 | DU, CHRISTINE H.                   | RENT SUBSIDY | 1,320.00 * |
| W649296 | DUC NGUYEN AND PAULINE NGUYEN, LLC | RENT SUBSIDY | 1,265.00 * |
| W649296 | DUNNETT, DAVID F                   | RENT SUBSIDY | 1,134.00 * |
| W649296 | DUONG, HONG MANH                   | RENT SUBSIDY | 950.00 *   |
| W649296 | DUNN, DAVID C                      | RENT SUBSIDY | 2,511.00 * |
| W649296 | DUCATO GARDENS, LLC                | RENT SUBSIDY | 748.00 *   |
| W649297 | DUONG, LOM                         | RENT SUBSIDY | 1,500.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR   | DESCRIPTION  | AMOUNT     |
|---------|--|--------------|------------|
| W649297 | DUONG, MINH B                                  | RENT SUBSIDY | 3,835.00 * |
| W649297 | DUONG, THAI VAN                                | RENT SUBSIDY | 1,257.00 * |
| W649298 | DUONG, HUNG Q                                  | RENT SUBSIDY | 1,142.00 * |
| W649298 | EASTWIND PROPERTIES, LLC                       | RENT SUBSIDY | 2,025.00 * |
| W649298 | EHLE, GERALD                                   | RENT SUBSIDY | 1,857.00 * |
| W649298 | DYO, GLADYS                                    | RENT SUBSIDY | 480.00 *   |
| W649298 | EDLUND, DANIEL T                               | RENT SUBSIDY | 1,208.00 * |
| W649299 | EL PUEBLO APTS                                 | RENT SUBSIDY | 179.00 *   |
| W649299 | EL RAY PARTNERS, LLC                           | RENT SUBSIDY | 6,636.00 * |
| W649300 | EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE | RENT SUBSIDY | 1,213.00 * |
| W649300 | EMERALD FIELD, LLC                             | RENT SUBSIDY | 7,449.00 * |
| W649300 | ELIAS CAPITAL GROUP, LLC                       | RENT SUBSIDY | 2,233.00 * |
| W649301 | ENGEL, TERRY C                                 | RENT SUBSIDY | 266.00 *   |
| W649301 | EUCLID PARK APTS                               | RENT SUBSIDY | 1,221.00 * |
| W649301 | EVERGREEN ESTATE EXPANSION LLC                 | RENT SUBSIDY | 6,002.00 * |
| W649301 | FAIRVIEW MGMT COMPANY                          | RENT SUBSIDY | 2,676.00 * |
| W649301 | FAN, BOONE                                     | RENT SUBSIDY | 2,249.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                         | DESCRIPTION  | AMOUNT      |
|---------|--------------------------------|--------------|-------------|
| W649301 | FBC APARTMENTS                 | RENT SUBSIDY | 780.00 *    |
| W649301 | FIELDS, FLOYD H                | RENT SUBSIDY | 1,435.00 *  |
| W649301 | FINCH, WENDY                   | RENT SUBSIDY | 968.00 *    |
| W649301 | FIVE POINTS SENIOR APTS        | RENT SUBSIDY | 2,057.00 *  |
| W649301 | FOREVERGREEN EXPANSION, LLC    | RENT SUBSIDY | 1,997.00 *  |
| W649301 | FOUNTAIN GLEN AT ANAHEIM HILLS | RENT SUBSIDY | 1,187.00 *  |
| W649301 | FRECHTMAN, WILLIAM             | RENT SUBSIDY | 1,184.00 *  |
| W649301 | FREEDOMPATH PROPERTIES, LLC    | RENT SUBSIDY | 1,419.00 *  |
| W649301 | FU CRAIG FA, LLC               | RENT SUBSIDY | 3,697.00 *  |
| W649301 | FREMONT 2225                   | RENT SUBSIDY | 1,454.00 *  |
| W649301 | FRANCISCAN GARDENS APTS-       | RENT SUBSIDY | 16,129.00 * |
| W649303 | GANZ, KARL                     | RENT SUBSIDY | 993.00 *    |
| W649303 | GARCIA, ALBINO                 | RENT SUBSIDY | 2,352.00 *  |
| W649303 | GARCIA, NORMA OR WILLIAM       | RENT SUBSIDY | 1,092.00 *  |
| W649303 | GARDEN BAY APARTMENTS, LLC     | RENT SUBSIDY | 937.00 *    |
| W649304 | GARDEN GROVE HOUSING ASSOCIATE | RENT SUBSIDY | 4,958.00 *  |
| W649304 | GARZA, CAROL                   | RENT SUBSIDY | 806.00 *    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                     | DESCRIPTION  | AMOUNT      |
|---------|--|--------------|-------------|
| W649304 | GARDEN TERRACE MHC, LLC                    | RENT SUBSIDY | 1,003.00 *  |
| W649305 | GERMAIN, AARON & CASSANDRA                 | RENT SUBSIDY | 1,470.00 *  |
| W649306 | GIACALONE, BRIGITTE                        | RENT SUBSIDY | 871.00 *    |
| W649306 | GIGI APARTMENTS                            | RENT SUBSIDY | 1,987.00 *  |
| W649307 | GLENHAVEN MOBILODGE                        | RENT SUBSIDY | 328.00 *    |
| W649307 | GOMEZ, HENRY S.                            | RENT SUBSIDY | 1,417.00 *  |
| W649307 | GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO | RENT SUBSIDY | 383.00 *    |
| W649307 | GREENFIELDSDIDE, LLC                       | RENT SUBSIDY | 2,583.00 *  |
| W649307 | GREEN, WILLIAM                             | RENT SUBSIDY | 1,229.00 *  |
| W649308 | GROVE PARK L.P.                            | RENT SUBSIDY | 61,189.00 * |
| W649309 | GULMESOFF, JIM                             | RENT SUBSIDY | 3,998.00 *  |
| W649309 | GUSTIN, TIMOTHY M                          | RENT SUBSIDY | 699.00 *    |
| W649309 | GUYUMJYAN, GINA                            | RENT SUBSIDY | 3,740.00 *  |
| W649309 | HA, DAC T                                  | RENT SUBSIDY | 1,146.00 *  |
| W649309 | HA, KHIEM Q                                | RENT SUBSIDY | 986.00 *    |
| W649309 | HA, CASIE                                  | RENT SUBSIDY | 2,117.00 *  |
| W649310 | HA, TRAN D                                 | RENT SUBSIDY | 2,497.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                         | DESCRIPTION  | AMOUNT      |
|---------|--------------------------------|--------------|-------------|
| W649310 | HA, TRIET M.                   | RENT SUBSIDY | 1,119.00 *  |
| W649310 | HAH, CHENG                     | RENT SUBSIDY | 944.00 *    |
| W649310 | HALL & ASSOCIATES, INC.        | RENT SUBSIDY | 4,325.00 *  |
| W649310 | HAN, LINDA                     | RENT SUBSIDY | 1,974.00 *  |
| W649311 | HANSON, CLIFTON & BRENDA       | RENT SUBSIDY | 1,964.00 *  |
| W649313 | HAU, STEVEN                    | RENT SUBSIDY | 1,857.00 *  |
| W649313 | HARBOR GROVE LUXURY APARTMENTS | RENT SUBSIDY | 22,984.00 * |
| W649314 | HERITAGE PARK                  | RENT SUBSIDY | 3,247.00 *  |
| W649314 | HERITAGE VILLAGE               | RENT SUBSIDY | 1,465.00 *  |
| W649314 | HERITAGE VILLAGE ANAHEIM       | RENT SUBSIDY | 1,224.00 *  |
| W649316 | HILLIARD, SHERRY OR RICHARD    | RENT SUBSIDY | 1,363.00 *  |
| W649316 | HMZ RESIDENTIAL PARK LP        | RENT SUBSIDY | 1,552.00 *  |
| W649316 | HO, HENRY HOI                  | RENT SUBSIDY | 1,566.00 *  |
| W649316 | HO, HIEP or DAO, NGOC THUY     | RENT SUBSIDY | 4,426.00 *  |
| W649316 | HO, KEVIN TRIEU                | RENT SUBSIDY | 2,390.00 *  |
| W649316 | HO, LIEN KIM                   | RENT SUBSIDY | 1,285.00 *  |
| W649316 | HO, PAULINE                    | RENT SUBSIDY | 2,282.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                          | DESCRIPTION  | AMOUNT     |
|---------|---------------------------------|--------------|------------|
| W649317 | HO, TIM                         | RENT SUBSIDY | 1,077.00 * |
| W649317 | HOANG, JAMES                    | RENT SUBSIDY | 3,660.00 * |
| W649317 | HOANG, LAN T                    | RENT SUBSIDY | 1,394.00 * |
| W649318 | HOANG, LONG                     | RENT SUBSIDY | 1,129.00 * |
| W649318 | HOANG, TRACY                    | RENT SUBSIDY | 1,169.00 * |
| W649318 | HOANG, TUAN                     | RENT SUBSIDY | 1,272.00 * |
| W649318 | HOANG, LANG                     | RENT SUBSIDY | 948.00 *   |
| W649318 | HOANG, NHAN TIEN                | RENT SUBSIDY | 961.00 *   |
| W649319 | HOLTZMAN, ROSEMARY IC           | RENT SUBSIDY | 898.00 *   |
| W649319 | HOPPE, SALLY                    | RENT SUBSIDY | 1,071.00 * |
| W649319 | HOWELL, ARLENE J                | RENT SUBSIDY | 1,325.00 * |
| W649319 | HSU, CHANG-HUA LIU              | RENT SUBSIDY | 1,114.00 * |
| W649319 | HUA, LUC                        | RENT SUBSIDY | 1,348.00 * |
| W649319 | HUERTA, DANIEL                  | RENT SUBSIDY | 1,007.00 * |
| W649319 | HUNTINGTON WESTMINSTER APT, LLC | RENT SUBSIDY | 1,225.00 * |
| W649319 | HUSS, DON                       | RENT SUBSIDY | 1,964.00 * |
| W649319 | HUYNH, CHEN THI                 | RENT SUBSIDY | 3,551.00 * |



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                       | DESCRIPTION  | AMOUNT     |
|---------|--|--------------|------------|
| W649319 | HUYNH, FELIX                                 | RENT SUBSIDY | 1,440.00 * |
| W649319 | HUYNH, KELVIN                                | RENT SUBSIDY | 1,153.00 * |
| W649319 | HUYNH, LOAN                                  | RENT SUBSIDY | 1,191.00 * |
| W649319 | HUYNH, MINH HUY                              | RENT SUBSIDY | 1,111.00 * |
| W649319 | HUYNH, MINH T MAI                            | RENT SUBSIDY | 869.00 *   |
| W649320 | HUYNH, PHILIP                                | RENT SUBSIDY | 548.00 *   |
| W649320 | HUYNH, SALLY B                               | RENT SUBSIDY | 1,140.00 * |
| W649320 | HUYNH, SCOTT THANH OR LE, KIM DONG T         | RENT SUBSIDY | 875.00 *   |
| W649320 | HUYNH, LONG BAO                              | RENT SUBSIDY | 1,037.00 * |
| W649320 | HUYNH, TONY                                  | RENT SUBSIDY | 621.00 *   |
| W649322 | HWANG, C.M.                                  | RENT SUBSIDY | 1,161.00 * |
| W649322 | IMPERIAL NORTH HOLDINGS, LLC                 | RENT SUBSIDY | 726.00 *   |
| W649322 | IMPERIAL NORTHWEST HOLDINGS                  | RENT SUBSIDY | 4,887.00 * |
| W649322 | INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC | RENT SUBSIDY | 3,420.00 * |
| W649322 | J & E ESTATES, LLC                           | RENT SUBSIDY | 1,522.00 * |
| W649322 | J.D. PROPERTY MANAGEMENT, INC                | RENT SUBSIDY | 1,871.00 * |
| W649322 | JANESKI, JERRY                               | RENT SUBSIDY | 1,350.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                              | DESCRIPTION  | AMOUNT      |
|---------|-------------------------------------|--------------|-------------|
| W649322 | JANGIE, LLC                         | RENT SUBSIDY | 1,285.00 *  |
| W649322 | HWINN, TUE T                        | RENT SUBSIDY | 1,140.00 *  |
| W649323 | JG & B CORPORATION                  | RENT SUBSIDY | 7,841.00 *  |
| W649323 | JGKALLINS INVESTMENTS LP            | RENT SUBSIDY | 1,204.00 *  |
| W649323 | JOHNSON, NATHAN D.                  | RENT SUBSIDY | 2,330.00 *  |
| W649323 | JENSEN SOMMERVILLE CONZELMAN CO. LP | RENT SUBSIDY | 1,592.00 *  |
| W649326 | JTK & ASSOCIATES                    | RENT SUBSIDY | 1,157.00 *  |
| W649326 | JTM BAYOU, LLC                      | RENT SUBSIDY | 2,122.00 *  |
| W649326 | JU, LIN J                           | RENT SUBSIDY | 2,121.00 *  |
| W649326 | JU, FRED                            | RENT SUBSIDY | 950.00 *    |
| W649326 | KAID MALINDA INVESTMENT INC         | RENT SUBSIDY | 2,028.00 *  |
| W649326 | KAMAT, JAIDEEP                      | RENT SUBSIDY | 1,224.00 *  |
| W649326 | KASHI TRUST                         | RENT SUBSIDY | 12,088.00 * |
| W649326 | KATELLA MOBILE HOME ESTATES         | RENT SUBSIDY | 663.00 *    |
| W649326 | KAY VEE, LLC                        | RENT SUBSIDY | 1,255.00 *  |
| W649326 | KCM INVESTMENTS LLC                 | RENT SUBSIDY | 1,879.00 *  |
| W649326 | JUNG SUN NOH                        | RENT SUBSIDY | 10,581.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                        | DESCRIPTION       | AMOUNT     |
|---------|-------------------------------|-------------------|------------|
| W649326 | KD RENT                       | RENT SUBSIDY      | 1,633.00 * |
| W649329 | KEH, LU-YONG                  | RENT SUBSIDY      | 4,257.00 * |
| W649329 | KEITH AND HOLLY CORPORATION   | RENT SUBSIDY      | 3,176.00 * |
| W649329 | KELLEY, ROBERT                | RENT SUBSIDY      | 3,875.00 * |
| W649329 | KENSINGTON GARDENS            | RENT SUBSIDY      | 1,651.00 * |
| W649329 | KHA, DAN VAN                  | RENT SUBSIDY      | 2,267.00 * |
| W649329 | KHA, CAM MY                   | RENT SUBSIDY      | 1,425.00 * |
| W649329 | KHEANG, SETH S                | RENT SUBSIDY      | 1,075.00 * |
| W649329 | KHUU, HENRY THAI              | RENT SUBSIDY      | 1,176.00 * |
| W649329 | KIM, MELVIN LEE               | RENT SUBSIDY      | 993.00 *   |
| W649329 | KIM, SON H                    | RENT SUBSIDY      | 3,385.00 * |
| W649329 | KING COUNTY HOUSING AUTHORITY | PORTABILITY ADMIN | 130.14 *   |
| W649329 | KING COUNTY HOUSING AUTHORITY | RENT SUBSIDY      | 2,379.00 * |
| W649329 | KING, BERNARD                 | RENT SUBSIDY      | 1,195.00 * |
| W649329 | KIM, DAVID S                  | RENT SUBSIDY      | 809.00 *   |
| W649329 | KING INVESTMENT GROUP, INC    | RENT SUBSIDY      | 6,089.00 * |
| W649329 | KIM, JONG WAN                 | RENT SUBSIDY      | 1,721.00 * |
| W649329 | KIM, HARRY H                  | RENT SUBSIDY      | 1,140.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                        | DESCRIPTION  | AMOUNT      |
|---------|-------------------------------|--------------|-------------|
| W649330 | KITSELMAN, KENT M             | RENT SUBSIDY | 1,328.00 *  |
| W649331 | KNK PROPERTIES                | RENT SUBSIDY | 7,510.00 *  |
| W649331 | KLUNK, MARILYN                | RENT SUBSIDY | 3,861.00 *  |
| W649332 | KOTLYAR, ALISA                | RENT SUBSIDY | 1,136.00 *  |
| W649332 | KPKK, LLC                     | RENT SUBSIDY | 889.00 *    |
| W649333 | KUO, EDWARD                   | RENT SUBSIDY | 2,739.00 *  |
| W649333 | KURZ, JOAQUIN                 | RENT SUBSIDY | 4,890.00 *  |
| W649334 | LAGUNA STREET APARTMENTS, LLC | RENT SUBSIDY | 954.00 *    |
| W649334 | LAKESIDE ASSOCIATION          | RENT SUBSIDY | 3,002.00 *  |
| W649334 | LALLY, JULIE                  | RENT SUBSIDY | 1,474.00 *  |
| W649334 | LALLY, STEVE                  | RENT SUBSIDY | 1,200.00 *  |
| W649334 | LAM, ANDRE                    | RENT SUBSIDY | 1,475.00 *  |
| W649334 | LAGUNA HILLS TRAVELODGE LLC   | RENT SUBSIDY | 30,572.00 * |
| W649335 | LAM, CHAU                     | RENT SUBSIDY | 5,555.00 *  |
| W649335 | LAM, HAI                      | RENT SUBSIDY | 4,740.00 *  |
| W649335 | LAM, HOLLY AND STEVE          | RENT SUBSIDY | 2,101.00 *  |
| W649335 | LAM, QUOC D                   | RENT SUBSIDY | 2,164.00 *  |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                   | DESCRIPTION  | AMOUNT      |
|---------|--------------------------|--------------|-------------|
| W649335 | LAM, THONG KIM           | RENT SUBSIDY | 2,080.00 *  |
| W649335 | LAM, TONY                | RENT SUBSIDY | 505.00 *    |
| W649335 | LAM, MAI                 | RENT SUBSIDY | 997.00 *    |
| W649335 | LAMPLIGHTER VILLAGE APTS | RENT SUBSIDY | 13,385.00 * |
| W649335 | LAMY OANH LLC            | RENT SUBSIDY | 5,774.00 *  |
| W649335 | LANDA, SALVADOR          | RENT SUBSIDY | 922.00 *    |
| W649335 | LARDERUCCIO, SAL         | RENT SUBSIDY | 1,107.00 *  |
| W649335 | LAU, STEPHEN             | RENT SUBSIDY | 3,692.00 *  |
| W649335 | LAM, HUNG                | RENT SUBSIDY | 1,872.00 *  |
| W649335 | LAZENBY, JOHN            | RENT SUBSIDY | 2,133.00 *  |
| W649335 | LAS PALMAS APTS          | RENT SUBSIDY | 1,333.00 *  |
| W649336 | LE MORNINGSIDE, LLC      | RENT SUBSIDY | 1,203.00 *  |
| W649336 | LE, BILL B.Q.            | RENT SUBSIDY | 1,089.00 *  |
| W649336 | LE, CHRIS                | RENT SUBSIDY | 1,493.00 *  |
| W649336 | LE, DANIEL               | RENT SUBSIDY | 1,434.00 *  |
| W649338 | LE, HIEN QUANG           | RENT SUBSIDY | 1,656.00 *  |
| W649338 | LE, HIEP THI             | RENT SUBSIDY | 2,324.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR            | DESCRIPTION  | AMOUNT     |
|---------|-------------------|--------------|------------|
| W649338 | LE, HONG PHUC THI | RENT SUBSIDY | 1,164.00 * |
| W649338 | LE, HUNG          | RENT SUBSIDY | 677.00 *   |
| W649340 | LE, JIMMY T       | RENT SUBSIDY | 1,963.00 * |
| W649340 | LE, JOHN          | RENT SUBSIDY | 1,892.00 * |
| W649340 | LE, JOHN TOAN     | RENT SUBSIDY | 2,897.00 * |
| W649341 | LE, KIM CHI THI   | RENT SUBSIDY | 2,278.00 * |
| W649341 | LE, LAN V.        | RENT SUBSIDY | 899.00 *   |
| W649341 | LE, LANH C        | RENT SUBSIDY | 1,479.00 * |
| W649341 | LE, LANH VAN      | RENT SUBSIDY | 1,439.00 * |
| W649341 | LE, LY PHUONG     | RENT SUBSIDY | 1,250.00 * |
| W649341 | LE, LYAN          | RENT SUBSIDY | 1,192.00 * |
| W649341 | LE, MICHAEL       | RENT SUBSIDY | 1,839.00 * |
| W649341 | LE, NGA           | RENT SUBSIDY | 1,619.00 * |
| W649341 | LE, NGAT THI      | RENT SUBSIDY | 2,775.00 * |
| W649341 | LE, MY            | RENT SUBSIDY | 668.00 *   |
| W649342 | LE, NGUYEN NHU    | RENT SUBSIDY | 1,159.00 * |
| W649342 | LE, PHU THI NOC   | RENT SUBSIDY | 768.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR              | DESCRIPTION  | AMOUNT     |
|---------|---------------------|--------------|------------|
| W649342 | LE, RICHARD TUANANH | RENT SUBSIDY | 984.00 *   |
| W649342 | LE, STEPHANIE THU   | RENT SUBSIDY | 3,601.00 * |
| W649342 | LE, THANH TIEN      | RENT SUBSIDY | 1,893.00 * |
| W649342 | LE, TINA M          | RENT SUBSIDY | 1,061.00 * |
| W649342 | LE, PHUONG L.       | RENT SUBSIDY | 664.00 *   |
| W649343 | LE, TRUNG ANH       | RENT SUBSIDY | 861.00 *   |
| W649344 | LE, VICTOR          | RENT SUBSIDY | 1,608.00 * |
| W649346 | LE,ANH NGOC         | RENT SUBSIDY | 771.00 *   |
| W649348 | LE,XAN NGOC         | RENT SUBSIDY | 1,028.00 * |
| W649349 | LEDOC, MONIQUE      | RENT SUBSIDY | 1,415.00 * |
| W649349 | LEE, DAVID OR TRINH | RENT SUBSIDY | 649.00 *   |
| W649349 | LEMON GROVE LP      | RENT SUBSIDY | 1,239.00 * |
| W649350 | LEUNG, ROGER        | RENT SUBSIDY | 2,668.00 * |
| W649350 | LI, SOL M           | RENT SUBSIDY | 1,672.00 * |
| W649351 | LIM, HONG S         | RENT SUBSIDY | 2,060.00 * |
| W649351 | LIN, DAVID          | RENT SUBSIDY | 2,496.00 * |
| W649351 | LIN, EEL-YU         | RENT SUBSIDY | 639.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                        | DESCRIPTION  | AMOUNT     |
|---------|-------------------------------|--------------|------------|
| W649351 | LINCOLN VILLAS APT HOMES, LLC | RENT SUBSIDY | 5,802.00 * |
| W649351 | LINCOLN WOODS APARTMENTS      | RENT SUBSIDY | 2,139.00 * |
| W649351 | LITTON, KATHERINE             | RENT SUBSIDY | 1,358.00 * |
| W649351 | LLE LLC                       | RENT SUBSIDY | 1,032.00 * |
| W649351 | LONG, TU-ANH & DUONG, TROY    | RENT SUBSIDY | 869.00 *   |
| W649351 | LOTUS PROPERTIES              | RENT SUBSIDY | 4,732.00 * |
| W649351 | LOUIE, CINDY W                | RENT SUBSIDY | 2,291.00 * |
| W649351 | LU, QUYNH THUY                | RENT SUBSIDY | 2,545.00 * |
| W649351 | LUONG, KHANH                  | RENT SUBSIDY | 1,134.00 * |
| W649351 | LUONG, LONG DUC               | RENT SUBSIDY | 1,045.00 * |
| W649351 | LUONG, TRA THI-PHUONG         | RENT SUBSIDY | 1,977.00 * |
| W649351 | LUU, ALLEN                    | RENT SUBSIDY | 1,444.00 * |
| W649351 | LUU, TUAN V                   | RENT SUBSIDY | 1,506.00 * |
| W649351 | LUU, XUYEN                    | RENT SUBSIDY | 1,438.00 * |
| W649351 | LUVIE CORPORATION             | RENT SUBSIDY | 932.00 *   |
| W649351 | LY, DUC T                     | RENT SUBSIDY | 1,444.00 * |
| W649351 | LY, MING                      | RENT SUBSIDY | 1,568.00 * |



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                         | DESCRIPTION  | AMOUNT     |
|---------|--------------------------------|--------------|------------|
| W649351 | LY, TAN Q                      | RENT SUBSIDY | 1,013.00 * |
| W649351 | LY, THANH                      | RENT SUBSIDY | 1,788.00 * |
| W649351 | LY, TUYEN X                    | RENT SUBSIDY | 2,311.00 * |
| W649351 | LY, TRANH                      | RENT SUBSIDY | 1,644.00 * |
| W649351 | LY, ANDY                       | RENT SUBSIDY | 1,798.00 * |
| W649352 | MADJE-STAMPER PATRICIA A MADJE | RENT SUBSIDY | 6,183.00 * |
| W649353 | MAGNOLIA PLAZA                 | RENT SUBSIDY | 2,356.00 * |
| W649354 | MAI, ANN N                     | RENT SUBSIDY | 2,591.00 * |
| W649354 | MAI, FRANK                     | RENT SUBSIDY | 2,127.00 * |
| W649354 | MAI, LINDA                     | RENT SUBSIDY | 956.00 *   |
| W649354 | MAI, CHUCK                     | RENT SUBSIDY | 1,808.00 * |
| W649354 | MAI-NGO, JAIMIE                | RENT SUBSIDY | 1,047.00 * |
| W649356 | MANDAS, KONSTANTINOS P.        | RENT SUBSIDY | 2,053.00 * |
| W649358 | MARIPOSA PROPERTIES            | RENT SUBSIDY | 953.00 *   |
| W649359 | MAYER, LEOPOLD                 | RENT SUBSIDY | 2,237.00 * |
| W649359 | MAYFIELD II, ARTHUR            | RENT SUBSIDY | 854.00 *   |
| W649359 | MAZENKO, FRANCINE              | RENT SUBSIDY | 1,027.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT  | VENDOR                      | DESCRIPTION  | AMOUNT     |
|----------|-----------------------------|--------------|------------|
| W6493359 | MC GOFF, JOHN               | RENT SUBSIDY | 1,440.00 * |
| W6493359 | MCCOWN, A R                 | RENT SUBSIDY | 1,648.00 * |
| W6493359 | MCGRATH, GRACE OR GERALD    | RENT SUBSIDY | 2,410.00 * |
| W6493359 | MEAGHER, ELMER              | RENT SUBSIDY | 1,822.00 * |
| W6493359 | MEAK, MANH                  | RENT SUBSIDY | 1,353.00 * |
| W6493359 | MEHTA, JAGDISH P            | RENT SUBSIDY | 2,730.00 * |
| W6493359 | MERCY HOUSING CA XXVIII, LP | RENT SUBSIDY | 712.00 *   |
| W6493359 | MEYSENBERG, MAURICE F.      | RENT SUBSIDY | 1,085.00 * |
| W6493359 | MIDWAY CAPITAL PARTNERS     | RENT SUBSIDY | 1,046.00 * |
| W6493359 | MAX & MIN PROPERTIES, LLC   | RENT SUBSIDY | 2,596.00 * |
| W6493360 | MIKE & KATHY LEE LP         | RENT SUBSIDY | 2,653.00 * |
| W6493360 | MILLER, ROSEMARY            | RENT SUBSIDY | 1,251.00 * |
| W6493361 | MONARCH POINTE              | RENT SUBSIDY | 1,293.00 * |
| W6493361 | MONTEBELLO, ANTHONY         | RENT SUBSIDY | 1,097.00 * |
| W6493361 | MONTECITO VISTA APT HOMES   | RENT SUBSIDY | 1,266.00 * |
| W6493361 | N & V DEVELOPMENT, LLC      | RENT SUBSIDY | 5,647.00 * |
| W6493361 | N&V DEVELOPMENT, LLC        | RENT SUBSIDY | 1,114.00 * |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                               | DESCRIPTION  | AMOUNT      |
|---------|--------------------------------------|--------------|-------------|
| W649361 | N&V DEVELOPMENT, LLC                 | RENT SUBSIDY | 8,089.00 *  |
| W649361 | NACHAM, ABRAM B                      | RENT SUBSIDY | 947.00 *    |
| W649361 | MYCORN, BARRY N.                     | RENT SUBSIDY | 381.00 *    |
| W649361 | MORALES, BACH                        | RENT SUBSIDY | 1,892.00 *  |
| W649362 | NAMSINH, PATRICK                     | RENT SUBSIDY | 1,435.00 *  |
| W649362 | NEW HORIZONVIEW, LLC                 | RENT SUBSIDY | 3,959.00 *  |
| W649362 | NEW KENYON APARTMENTS LLC            | RENT SUBSIDY | 1,067.00 *  |
| W649362 | NEW TCNY LLC RETIREMENT PLAN & TRUST | RENT SUBSIDY | 1,693.00 *  |
| W649362 | NEWPORT ESTATE EXPANSION LLC         | RENT SUBSIDY | 2,307.00 *  |
| W649362 | NEWPORT SR. VILLAGE Atten: OFFICE    | RENT SUBSIDY | 798.00 *    |
| W649362 | NGHIEM, DALE XUAN                    | RENT SUBSIDY | 901.00 *    |
| W649362 | NGHIEM, DANIEL                       | RENT SUBSIDY | 20,263.00 * |
| W649363 | NGO, HONG DIEP LE                    | RENT SUBSIDY | 935.00 *    |
| W649363 | NGO, DAVID                           | RENT SUBSIDY | 1,146.00 *  |
| W649364 | NGO, LOC T                           | RENT SUBSIDY | 913.00 *    |
| W649365 | NGO, TAMMY                           | RENT SUBSIDY | 1,059.00 *  |
| W649366 | NGUYEN, AN MANH                      | RENT SUBSIDY | 1,043.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                | DESCRIPTION  | AMOUNT     |
|---------|-----------------------|--------------|------------|
| W649367 | NGUYEN, ANDREW Q      | RENT SUBSIDY | 1,736.00 * |
| W649367 | NGUYEN, ANH           | RENT SUBSIDY | 697.00 *   |
| W649367 | NGUYEN, ANH-DAO       | RENT SUBSIDY | 961.00 *   |
| W649367 | NGUYEN, ANNIE         | RENT SUBSIDY | 2,222.00 * |
| W649367 | NGUYEN, ANTHONY       | RENT SUBSIDY | 1,140.00 * |
| W649369 | NGUYEN, BINH NGOC     | RENT SUBSIDY | 2,496.00 * |
| W649369 | NGUYEN, BINH QUOC     | RENT SUBSIDY | 2,181.00 * |
| W649369 | NGUYEN, BOYCE JR      | RENT SUBSIDY | 1,507.00 * |
| W649369 | NGUYEN, BRIAN BAO-KHA | RENT SUBSIDY | 2,963.00 * |
| W649369 | NGUYEN, BRYAN         | RENT SUBSIDY | 1,887.00 * |
| W649369 | NGUYEN, CALVIN H      | RENT SUBSIDY | 962.00 *   |
| W649369 | NGUYEN, CHARLIE       | RENT SUBSIDY | 1,415.00 * |
| W649369 | NGUYEN, CHRISTINE     | RENT SUBSIDY | 2,173.00 * |
| W649369 | NGUYEN, CHRISTOPHER   | RENT SUBSIDY | 1,409.00 * |
| W649369 | NGUYEN, CHUONG        | RENT SUBSIDY | 1,282.00 * |
| W649369 | NGUYEN, CUONG         | RENT SUBSIDY | 2,087.00 * |
| W649370 | NGUYEN, DAT           | RENT SUBSIDY | 1,500.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                            | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------------|--------------|------------|
| W649370 | NGUYEN, DAVID / HA, LOAN T        | RENT SUBSIDY | 1,746.00 * |
| W649370 | NGUYEN, DIEM-THUY                 | RENT SUBSIDY | 1,503.00 * |
| W649370 | NGUYEN, DONG                      | RENT SUBSIDY | 841.00 *   |
| W649370 | NGUYEN, DUONG                     | RENT SUBSIDY | 909.00 *   |
| W649370 | NGUYEN, DZUNG DAN                 | RENT SUBSIDY | 947.00 *   |
| W649370 | NGUYEN, DAN                       | RENT SUBSIDY | 938.00 *   |
| W649370 | NGUYEN, ERIC                      | RENT SUBSIDY | 1,271.00 * |
| W649370 | NGUYEN, DEBBY & TRAN, RICHARD     | RENT SUBSIDY | 1,730.00 * |
| W649370 | NGUYEN, DENISE LOAN THU           | RENT SUBSIDY | 797.00 *   |
| W649370 | NGUYEN, DUNG KIM                  | RENT SUBSIDY | 1,959.00 * |
| W649371 | NGUYEN, HANG                      | RENT SUBSIDY | 1,717.00 * |
| W649371 | NGUYEN, HANH V                    | RENT SUBSIDY | 1,423.00 * |
| W649371 | NGUYEN, HAO & HUONG T             | RENT SUBSIDY | 847.00 *   |
| W649372 | NGUYEN, HOA THI OR NGUYEN, JOSEPH | RENT SUBSIDY | 4,497.00 * |
| W649372 | NGUYEN, HOAN VAN                  | RENT SUBSIDY | 812.00 *   |
| W649373 | NGUYEN, HUAN NGOC                 | RENT SUBSIDY | 1,264.00 * |
| W649373 | NGUYEN, HUE THI                   | RENT SUBSIDY | 1,166.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                            | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------------|--------------|------------|
| W649373 | NGUYEN, HUNG                      | RENT SUBSIDY | 2,357.00 * |
| W649373 | NGUYEN, HUNG X                    | RENT SUBSIDY | 1,254.00 * |
| W649373 | NGUYEN, HUONG THY OR PHAM, TIEN D | RENT SUBSIDY | 2,516.00 * |
| W649373 | NGUYEN, JEANNIE                   | RENT SUBSIDY | 1,020.00 * |
| W649373 | NGUYEN, JOHN QUANG                | RENT SUBSIDY | 1,731.00 * |
| W649373 | NGUYEN, KENNETH                   | RENT SUBSIDY | 1,223.00 * |
| W649373 | NGUYEN, KHAI HUE                  | RENT SUBSIDY | 2,207.00 * |
| W649373 | NGUYEN, KHANH                     | RENT SUBSIDY | 2,077.00 * |
| W649373 | NGUYEN, KHANH DANG                | RENT SUBSIDY | 905.00 *   |
| W649373 | NGUYEN, KHOI                      | RENT SUBSIDY | 1,343.00 * |
| W649373 | NGUYEN, KIEN                      | RENT SUBSIDY | 3,867.00 * |
| W649373 | NGUYEN, KIMCHI THI                | RENT SUBSIDY | 1,153.00 * |
| W649373 | NGUYEN, KIMCHUNG                  | RENT SUBSIDY | 641.00 *   |
| W649373 | NGUYEN, LANIE                     | RENT SUBSIDY | 2,541.00 * |
| W649373 | NGUYEN, JULIE MAI                 | RENT SUBSIDY | 1,630.00 * |
| W649373 | NGUYEN, KIEN THI                  | RENT SUBSIDY | 1,633.00 * |
| W649373 | NGUYEN, JULIE                     | RENT SUBSIDY | 763.00 *   |

| WARRANT | VENDOR                 | DESCRIPTION  | AMOUNT     |
|---------|------------------------|--------------|------------|
| W649373 | NGUYEN, KEVIN          | RENT SUBSIDY | 1,924.00 * |
| W649374 | NGUYEN, LINDA          | RENT SUBSIDY | 2,320.00 * |
| W649374 | NGUYEN, LINDA LIEN     | RENT SUBSIDY | 1,791.00 * |
| W649376 | NGUYEN, LONG HUYEN DAC | RENT SUBSIDY | 4,467.00 * |
| W649376 | NGUYEN, LUONG          | RENT SUBSIDY | 1,077.00 * |
| W649376 | NGUYEN, LYNDIA         | RENT SUBSIDY | 1,048.00 * |
| W649377 | NGUYEN, MAI H          | RENT SUBSIDY | 2,338.00 * |
| W649377 | NGUYEN, MAN M          | RENT SUBSIDY | 1,263.00 * |
| W649377 | NGUYEN, MICHAEL Q      | RENT SUBSIDY | 1,389.00 * |
| W649377 | NGUYEN, MICHAEL THANG  | RENT SUBSIDY | 1,839.00 * |
| W649377 | NGUYEN, MY THI         | RENT SUBSIDY | 1,378.00 * |
| W649377 | NGUYEN, MYLY           | RENT SUBSIDY | 1,300.00 * |
| W649377 | NGUYEN, MYRA D         | RENT SUBSIDY | 3,310.00 * |
| W649377 | NGUYEN, NANCY          | RENT SUBSIDY | 7,336.00 * |
| W649377 | NGUYEN, NGHIA          | RENT SUBSIDY | 1,263.00 * |
| W649377 | NGUYEN, NGHI           | RENT SUBSIDY | 2,182.00 * |
| W649378 | NGUYEN, ORCHID         | RENT SUBSIDY | 1,604.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                | DESCRIPTION  | AMOUNT     |
|---------|-----------------------|--------------|------------|
| W649378 | NGUYEN, OSCAR THUAN   | RENT SUBSIDY | 1,928.00 * |
| W649378 | NGUYEN, PETER         | RENT SUBSIDY | 2,343.00 * |
| W649378 | NGUYEN, PHONG         | RENT SUBSIDY | 1,221.00 * |
| W649379 | NGUYEN, PHUONG MY THI | RENT SUBSIDY | 9,258.00 * |
| W649379 | NGUYEN, QUAN          | RENT SUBSIDY | 1,938.00 * |
| W649380 | NGUYEN, SKY           | RENT SUBSIDY | 3,295.00 * |
| W649380 | NGUYEN, SON DINH      | RENT SUBSIDY | 1,155.00 * |
| W649380 | NGUYEN, STEVE         | RENT SUBSIDY | 2,946.00 * |
| W649380 | NGUYEN, SHAWN B       | RENT SUBSIDY | 2,010.00 * |
| W649381 | NGUYEN, STEVEN        | RENT SUBSIDY | 952.00 *   |
| W649382 | NGUYEN, STEVEN        | RENT SUBSIDY | 1,753.00 * |
| W649382 | NGUYEN, STEVENS       | RENT SUBSIDY | 1,101.00 * |
| W649383 | NGUYEN, THAI DUC      | RENT SUBSIDY | 2,243.00 * |
| W649385 | NGUYEN, THANH-LE      | RENT SUBSIDY | 1,599.00 * |
| W649385 | NGUYEN, THANH-NHAN    | RENT SUBSIDY | 529.00 *   |
| W649385 | NGUYEN, THINH QUOC    | RENT SUBSIDY | 1,353.00 * |
| W649386 | NGUYEN, THUY          | RENT SUBSIDY | 2,036.00 * |



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                      | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------|--------------|------------|
| W649387 | NGUYEN, THUYHUONG THI       | RENT SUBSIDY | 1,038.00 * |
| W649387 | NGUYEN, TIEP                | RENT SUBSIDY | 1,852.00 * |
| W649387 | NGUYEN, TIMMY               | RENT SUBSIDY | 1,555.00 * |
| W649387 | NGUYEN, TOM ANH             | RENT SUBSIDY | 734.00 *   |
| W649387 | NGUYEN, TRACY TRUC          | RENT SUBSIDY | 800.00 *   |
| W649387 | NGUYEN, TUAN HOANG          | RENT SUBSIDY | 2,140.00 * |
| W649387 | NGUYEN, TUAN NGOC           | RENT SUBSIDY | 2,117.00 * |
| W649387 | NGUYEN, TUNG QUOC           | RENT SUBSIDY | 2,190.00 * |
| W649387 | NGUYEN, TUNG XUAN           | RENT SUBSIDY | 1,561.00 * |
| W649387 | NGUYEN, TUYET TRINH         | RENT SUBSIDY | 2,440.00 * |
| W649387 | NGUYEN, VAN HUY             | RENT SUBSIDY | 1,843.00 * |
| W649387 | NGUYEN, VANANH & DO, SOAN P | RENT SUBSIDY | 397.00 *   |
| W649387 | NGUYEN, TRANG               | RENT SUBSIDY | 1,893.00 * |
| W649387 | NGUYEN, TUYET MAI           | RENT SUBSIDY | 1,148.00 * |
| W649387 | NGUYEN, TUONG LAN DAI       | RENT SUBSIDY | 1,742.00 * |
| W649388 | NGUYEN, VIVIAN              | RENT SUBSIDY | 1,239.00 * |
| W649388 | NGUYEN, CANG                | RENT SUBSIDY | 1,079.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                 | DESCRIPTION  | AMOUNT     |
|---------|------------------------|--------------|------------|
| W649388 | NGUYEN, CUONG CHI      | RENT SUBSIDY | 4,448.00 * |
| W649388 | NGUYEN, DUNG VAN       | RENT SUBSIDY | 916.00 *   |
| W649388 | NGUYEN, HAN            | RENT SUBSIDY | 950.00 *   |
| W649388 | NGUYEN, HUNG C.        | RENT SUBSIDY | 1,337.00 * |
| W649388 | NGUYEN, HUY            | RENT SUBSIDY | 1,877.00 * |
| W649388 | NGUYEN, HUYEN T.T.     | RENT SUBSIDY | 3,255.00 * |
| W649388 | NGUYEN, JAMES          | RENT SUBSIDY | 986.00 *   |
| W649388 | NGUYEN, LANI LAN T     | RENT SUBSIDY | 1,009.00 * |
| W649388 | NGUYEN, LAN-NGOC       | RENT SUBSIDY | 1,189.00 * |
| W649388 | NGUYEN, LEYNA T        | RENT SUBSIDY | 1,237.00 * |
| W649388 | NGUYEN, MINH NGOC      | RENT SUBSIDY | 1,240.00 * |
| W649388 | NGUYEN, VU             | RENT SUBSIDY | 1,284.00 * |
| W649388 | NGUYEN, YVONNE QUYEN   | RENT SUBSIDY | 2,033.00 * |
| W649388 | NGUYEN, LAN PHUONG THI | RENT SUBSIDY | 984.00 *   |
| W649390 | NGUYEN, PERRY          | RENT SUBSIDY | 1,065.00 * |
| W649391 | NGUYEN, THANH          | RENT SUBSIDY | 3,424.00 * |
| W649391 | NGUYEN, THANH-TUYEN    | RENT SUBSIDY | 2,825.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                               | DESCRIPTION  | AMOUNT      |
|---------|--------------------------------------|--------------|-------------|
| W649391 | NGUYEN, THINH THI                    | RENT SUBSIDY | 7,523.00 *  |
| W649391 | NGUYEN, TIFFANY                      | RENT SUBSIDY | 2,503.00 *  |
| W649391 | NGUYEN, TIM                          | RENT SUBSIDY | 482.00 *    |
| W649393 | NGUYEN, WIN                          | RENT SUBSIDY | 1,228.00 *  |
| W649393 | NGUYEN, XUAN YEN                     | RENT SUBSIDY | 950.00 *    |
| W649393 | NGUYEN-LAM, PHIYEN TERESA            | RENT SUBSIDY | 1,104.00 *  |
| W649393 | NGUYEN-THIEN-NH, DIANA               | RENT SUBSIDY | 1,697.00 *  |
| W649394 | NORMANDY APARTMENTS, LLC             | RENT SUBSIDY | 939.00 *    |
| W649394 | NNT PROPERTIES LLC                   | RENT SUBSIDY | 1,666.00 *  |
| W649395 | OLSEN, MARIEL J                      | RENT SUBSIDY | 1,242.00 *  |
| W649395 | OMDAHL, JOHN                         | RENT SUBSIDY | 1,557.00 *  |
| W649395 | ORANGE COUNTY COMMUNITY HOUSING CORP | RENT SUBSIDY | 26,724.00 * |
| W649395 | ORANGE TREE APTS                     | RENT SUBSIDY | 16,811.00 * |
| W649395 | OZAKI, SUIKO                         | RENT SUBSIDY | 1,249.00 *  |
| W649395 | P & J PROPERTY MANAGEMENT            | RENT SUBSIDY | 1,400.00 *  |
| W649395 | PALM COURT APARTMENTS                | RENT SUBSIDY | 2,409.00 *  |
| W649395 | PALM ISLAND                          | RENT SUBSIDY | 12,269.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                            | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------------|--------------|------------|
| W649395 | PALM VISTA APTS - RENTAL OFFICE - | RENT SUBSIDY | 1,094.00 * |
| W649395 | PALM GARDEN APARTMENTS            | RENT SUBSIDY | 982.00 *   |
| W649396 | PALMYRA SENIOR APARTMENTS         | RENT SUBSIDY | 940.00 *   |
| W649397 | PARISIAN APARTMENTS, LP           | RENT SUBSIDY | 1,153.00 * |
| W649397 | PARK LANDING APARTMENTS           | RENT SUBSIDY | 1,227.00 * |
| W649397 | PARK PLACE APTS LLP               | RENT SUBSIDY | 4,193.00 * |
| W649397 | PARK, JIN                         | RENT SUBSIDY | 1,353.00 * |
| W649398 | PATEL DILIP M                     | RENT SUBSIDY | 4,924.00 * |
| W649398 | PATEL, SMITA DIPAK                | RENT SUBSIDY | 1,075.00 * |
| W649400 | PELICAN INVESTMENTS #6 LLC        | RENT SUBSIDY | 2,579.00 * |
| W649400 | PELICAN INVESTMENTS #8 LLC        | RENT SUBSIDY | 1,124.00 * |
| W649400 | PELICAN INVESTMENTS, LLC          | RENT SUBSIDY | 523.00 *   |
| W649400 | PETITE ELISE, LLC                 | RENT SUBSIDY | 653.00 *   |
| W649401 | PHAM, BINH Q                      | RENT SUBSIDY | 1,432.00 * |
| W649401 | PHAM, CAROLINE                    | RENT SUBSIDY | 2,922.00 * |
| W649401 | PHAM, CHIEN DINH                  | RENT SUBSIDY | 1,767.00 * |
| W649402 | PHAM, DAVID LINH                  | RENT SUBSIDY | 1,862.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                      | DESCRIPTION  | AMOUNT     |
|---------|-----------------------------|--------------|------------|
| W649402 | PHAM, DUNG TIEN             | RENT SUBSIDY | 1,613.00 * |
| W649402 | PHAM, HIEU                  | RENT SUBSIDY | 1,866.00 * |
| W649402 | PHAM, HOANG                 | RENT SUBSIDY | 3,584.00 * |
| W649402 | PHAM, KHANG                 | RENT SUBSIDY | 998.00 *   |
| W649402 | PHAM, KIM ANH OR PHAM, LUCY | RENT SUBSIDY | 2,804.00 * |
| W649402 | PHAM, LAN VAN               | RENT SUBSIDY | 2,348.00 * |
| W649402 | PHAM, LIEN                  | RENT SUBSIDY | 1,140.00 * |
| W649402 | PHAM, MINH VAN              | RENT SUBSIDY | 835.00 *   |
| W649402 | PHAM, NGHIA                 | RENT SUBSIDY | 1,430.00 * |
| W649402 | PHAM, PHUONG T              | RENT SUBSIDY | 1,152.00 * |
| W649402 | PHAM, PAULINE TRAM          | RENT SUBSIDY | 1,435.00 * |
| W649403 | PHAM, QUYNH GIAO            | RENT SUBSIDY | 2,305.00 * |
| W649404 | PHAM, RICHARD               | RENT SUBSIDY | 788.00 *   |
| W649404 | PHAM, SON THAI              | RENT SUBSIDY | 2,109.00 * |
| W649404 | PHAM, THANH QUOC            | RENT SUBSIDY | 2,960.00 * |
| W649404 | PHAM, TIEN M                | RENT SUBSIDY | 547.00 *   |
| W649404 | PHAM, TIM                   | RENT SUBSIDY | 2,418.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR             | DESCRIPTION  | AMOUNT     |
|---------|--------------------|--------------|------------|
| W649404 | PHAM, TRI          | RENT SUBSIDY | 1,749.00 * |
| W649404 | PHAM, TUAN A       | RENT SUBSIDY | 794.00 *   |
| W649404 | PHAM, TUAN A.      | RENT SUBSIDY | 1,096.00 * |
| W649404 | PHAM, TRUONG TAI   | RENT SUBSIDY | 2,403.00 * |
| W649404 | PHAM, TRANG        | RENT SUBSIDY | 1,030.00 * |
| W649405 | PHAM, VAN LOAN THI | RENT SUBSIDY | 862.00 *   |
| W649406 | PHAM, VERONIQUE    | RENT SUBSIDY | 1,208.00 * |
| W649406 | PHAM, VU           | RENT SUBSIDY | 1,054.00 * |
| W649406 | PHAM, XUANNHA T    | RENT SUBSIDY | 1,041.00 * |
| W649406 | PHAM, HAI MINH     | RENT SUBSIDY | 9,518.00 * |
| W649406 | PHAM, HELEN        | RENT SUBSIDY | 921.00 *   |
| W649407 | PHAM, QUANG        | RENT SUBSIDY | 1,245.00 * |
| W649407 | PHAN, OANH         | RENT SUBSIDY | 3,414.00 * |
| W649407 | PHAN, TAMMY        | RENT SUBSIDY | 1,342.00 * |
| W649407 | PHAN, THANH T      | RENT SUBSIDY | 567.00 *   |
| W649407 | PHAN, KATHY        | RENT SUBSIDY | 1,493.00 * |
| W649409 | PHAN, DON          | RENT SUBSIDY | 1,342.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                     | DESCRIPTION       | AMOUNT     |
|---------|----------------------------|-------------------|------------|
| W649409 | PHAN, TOAN CONG            | RENT SUBSIDY      | 893.00 *   |
| W649409 | PHARN, ART S               | RENT SUBSIDY      | 2,086.00 * |
| W649409 | PHUNG, JENNIFER            | RENT SUBSIDY      | 1,173.00 * |
| W649409 | PINE TREE PROPERTY, LLC    | RENT SUBSIDY      | 1,275.00 * |
| W649409 | PINCEK, DAVID              | RENT SUBSIDY      | 809.00 *   |
| W649409 | PHI, ANH                   | RENT SUBSIDY      | 1,726.00 * |
| W649410 | PJP PROPERTIES, LLC        | RENT SUBSIDY      | 1,833.00 * |
| W649410 | PLANO HOUSING AUTHORITY    | PORTABILITY ADMIN | 106.78 *   |
| W649410 | PLANO HOUSING AUTHORITY    | RENT SUBSIDY      | 1,388.00 * |
| W649410 | PLAZA PATRIA COURT LTD     | RENT SUBSIDY      | 927.00 *   |
| W649411 | PLYMOUTH HRA               | PORTABILITY ADMIN | 60.63 *    |
| W649411 | PLYMOUTH HRA               | RENT SUBSIDY      | 309.00 *   |
| W649412 | PORTILLO, OSCAR OR ANISA   | RENT SUBSIDY      | 1,500.00 * |
| W649412 | POKAL, SAILESH             | RENT SUBSIDY      | 991.00 *   |
| W649413 | POWELL, LEO OR DEBORAH     | RENT SUBSIDY      | 3,831.00 * |
| W649413 | PRINCE NEW HORIZON VILLAGE | RENT SUBSIDY      | 4,338.00 * |
| W649413 | PUGH, RONNIE               | RENT SUBSIDY      | 938.00 *   |
| W649413 | QUACH, JAMIE               | RENT SUBSIDY      | 1,057.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                        | DESCRIPTION  | AMOUNT     |
|---------|-------------------------------|--------------|------------|
| W649413 | QUACH, SAN T                  | RENT SUBSIDY | 1,150.00 * |
| W649413 | QUAN, DERRICK WILLIAM         | RENT SUBSIDY | 1,257.00 * |
| W649413 | QUAN, JEANNIE                 | RENT SUBSIDY | 1,202.00 * |
| W649413 | QUAN, VAN-LAN                 | RENT SUBSIDY | 2,160.00 * |
| W649413 | QUINN, GARY L                 | RENT SUBSIDY | 769.00 *   |
| W649414 | RATANJEE, D M                 | RENT SUBSIDY | 893.00 *   |
| W649414 | RAVART PACIFIC LP             | RENT SUBSIDY | 906.00 *   |
| W649414 | RAVENWOOD PROPERTIES, LLC     | RENT SUBSIDY | 1,140.00 * |
| W649415 | REED, ROGER LEE               | RENT SUBSIDY | 1,983.00 * |
| W649415 | REO INTERNATIONAL CORPORATION | RENT SUBSIDY | 1,094.00 * |
| W649415 | REYES, RAYMOND                | RENT SUBSIDY | 1,164.00 * |
| W649415 | ROANOKE INC                   | RENT SUBSIDY | 1,267.00 * |
| W649415 | ROBERTA APTS LP               | RENT SUBSIDY | 1,963.00 * |
| W649415 | ROCEL PROPERTIES MGMT INC     | RENT SUBSIDY | 1,110.00 * |
| W649415 | RODRIGUEZ, ALBERT/PATRICIA    | RENT SUBSIDY | 1,057.00 * |
| W649415 | ROMO, JULIETA                 | RENT SUBSIDY | 541.00 *   |
| W649415 | ROSSIGNOL, CHARLENE           | RENT SUBSIDY | 705.00 *   |



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                       | DESCRIPTION  | AMOUNT     |
|---------|------------------------------|--------------|------------|
| W649415 | RED BLOSSOM INVESTMENTS, LLC | RENT SUBSIDY | 1,251.00 * |
| W649416 | SABUNJIAN, MIHRAN            | RENT SUBSIDY | 8,593.00 * |
| W649416 | SALSOL PROPERTIES, LLC       | RENT SUBSIDY | 1,601.00 * |
| W649416 | SAN MARCO APTS               | RENT SUBSIDY | 1,145.00 * |
| W649416 | SARGENT, PAT                 | RENT SUBSIDY | 1,140.00 * |
| W649416 | SCHLEIFER, JILL ANN          | RENT SUBSIDY | 2,425.00 * |
| W649416 | SAN MARINO                   | RENT SUBSIDY | 665.00 *   |
| W649417 | SCWJ, LLC                    | RENT SUBSIDY | 1,134.00 * |
| W649417 | SEO, LISA & BRYAN            | RENT SUBSIDY | 1,252.00 * |
| W649417 | SERRANO WOODS, LP            | RENT SUBSIDY | 1,111.00 * |
| W649417 | SHIH, MOLLY                  | RENT SUBSIDY | 1,467.00 * |
| W649417 | SHREEVES PROPERTIES, LLC     | RENT SUBSIDY | 5,127.00 * |
| W649417 | SCOTT G JOE                  | RENT SUBSIDY | 880.00 *   |
| W649417 | SCULLIN, ALFRED L            | RENT SUBSIDY | 1,324.00 * |
| W649417 | SIGEL, IRV D                 | RENT SUBSIDY | 1,173.00 * |
| W649417 | SERNA, ALVINA                | RENT SUBSIDY | 711.00 *   |
| W649417 | SHERBOURNE PLUS, LLC         | RENT SUBSIDY | 771.00 *   |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                        | DESCRIPTION  | AMOUNT     |
|---------|-------------------------------|--------------|------------|
| W649418 | SINGING TREE                  | RENT SUBSIDY | 1,210.00 * |
| W649418 | SIU, BAY                      | RENT SUBSIDY | 1,301.00 * |
| W649418 | SPEARS, JAMES                 | RENT SUBSIDY | 1,085.00 * |
| W649418 | SPRINGDALE STREET APARTMENTS  | RENT SUBSIDY | 2,128.00 * |
| W649418 | SPRINGDALE VILLA APTS         | RENT SUBSIDY | 732.00 *   |
| W649418 | SPRINGSIDE, LLC               | RENT SUBSIDY | 6,615.00 * |
| W649418 | STANTON GROUP THREE, LLC      | RENT SUBSIDY | 5,997.00 * |
| W649418 | STANTON GROUP, LLC            | RENT SUBSIDY | 1,678.00 * |
| W649418 | STERLING COURT SENIOR APTS    | RENT SUBSIDY | 1,109.00 * |
| W649418 | STEWART PROPERTIES            | RENT SUBSIDY | 948.00 *   |
| W649418 | STIDHAM,ERICA                 | RENT SUBSIDY | 4,128.00 * |
| W649418 | STRUCTURE PROPERTY MGMT GROUP | RENT SUBSIDY | 753.00 *   |
| W649418 | SILVERSTEIN, IRVIN            | RENT SUBSIDY | 1,204.00 * |
| W649418 | STANLEY A SIROTT, TRUST       | RENT SUBSIDY | 911.00 *   |
| W649418 | SILVER COVE APARTMENTS, LP    | RENT SUBSIDY | 941.00 *   |
| W649420 | SU, UN                        | RENT SUBSIDY | 1,848.00 * |
| W649420 | SUMAC APARTMENT LLC           | RENT SUBSIDY | 195.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                  | DESCRIPTION  | AMOUNT      |
|---------|---|--------------|-------------|
| W649420 | SUNGROVE SENIOR APTS                    | RENT SUBSIDY | 21,606.00 * |
| W649420 | SUNNYGATE, LLC                          | RENT SUBSIDY | 2,781.00 *  |
| W649420 | SUNRISE VILLAGE PROPERTIES, LLC         | RENT SUBSIDY | 7,158.00 *  |
| W649420 | SUNWISE PROPERTIES LLC                  | RENT SUBSIDY | 729.00 *    |
| W649420 | SWEIDA, EMILE J                         | RENT SUBSIDY | 1,169.00 *  |
| W649420 | SYCAMORE COURT APARTMENTS               | RENT SUBSIDY | 7,308.00 *  |
| W649420 | SYLVAN REALTY INC                       | RENT SUBSIDY | 538.00 *    |
| W649420 | T AND G TRANG'S CREDIT TRUST UDT 5/1/02 | RENT SUBSIDY | 1,846.00 *  |
| W649420 | STUART DRIVE/ROSE GARDEN APTS           | RENT SUBSIDY | 85,278.00 * |
| W649421 | TA, VINH                                | RENT SUBSIDY | 1,993.00 *  |
| W649421 | TAHAMI, ALI                             | RENT SUBSIDY | 1,856.00 *  |
| W649421 | TAMERLANE APARTMENTS                    | RENT SUBSIDY | 1,468.00 *  |
| W649421 | TANG, ENLIANG T                         | RENT SUBSIDY | 1,107.00 *  |
| W649421 | TDT WASHINGTON, LLC                     | RENT SUBSIDY | 1,813.00 *  |
| W649421 | TAMERLANE ASSOCIATES LLC                | RENT SUBSIDY | 2,283.00 *  |
| W649422 | THACH, HENRY                            | RENT SUBSIDY | 2,019.00 *  |
| W649422 | THE BERNTH FAMILY TRUST                 | RENT SUBSIDY | 2,994.00 *  |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR   | DESCRIPTION  | AMOUNT      |
|---------|--|--------------|-------------|
| W649422 | THE CORINTHIAN APARTMENTS                      | RENT SUBSIDY | 815.00 *    |
| W649422 | THE FLORENTINE APTS                            | RENT SUBSIDY | 860.00 *    |
| W649422 | THE GROVE SENIOR APARTMENTS                    | RENT SUBSIDY | 37,062.00 * |
| W649422 | THE HUNTINGTON WESTMINSTER                     | RENT SUBSIDY | 7,884.00 *  |
| W649422 | TH 12622 MORNINGSIDE, LLC ATTN: NATALIE JULIEN | RENT SUBSIDY | 924.00 *    |
| W649422 | THAI, PAULA                                    | RENT SUBSIDY | 2,599.00 *  |
| W649423 | THE MEDITERRANEAN APTS                         | RENT SUBSIDY | 944.00 *    |
| W649424 | THE ROSE GARDEN APTS                           | RENT SUBSIDY | 4,408.00 *  |
| W649426 | TLHA PALM LLC                                  | RENT SUBSIDY | 1,860.00 *  |
| W649426 | TN INVESTMENTS GROUP, LLC                      | RENT SUBSIDY | 18,731.00 * |
| W649426 | TN INVESTMENTS PROPERTIES, LLC                 | RENT SUBSIDY | 16,595.00 * |
| W649426 | TO, KIMTRUNG THI                               | RENT SUBSIDY | 1,116.00 *  |
| W649426 | TO, VAN THU                                    | RENT SUBSIDY | 5,903.00 *  |
| W649426 | TON, TAP THAT                                  | RENT SUBSIDY | 1,701.00 *  |
| W649426 | THULSIRAJ, ANA MARIA                           | RENT SUBSIDY | 2,728.00 *  |
| W649426 | TIC INVESTMENT COMPANY LLC                     | RENT SUBSIDY | 3,892.00 *  |
| W649426 | TLHA DOTY, LLC                                 | RENT SUBSIDY | 3,232.00 *  |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                           | DESCRIPTION  | AMOUNT     |
|---------|----------------------------------|--------------|------------|
| W649426 | TOC TOC, LLC                     | RENT SUBSIDY | 3,251.00 * |
| W649426 | THSW PARTNERS, LLC dba DALE APTS | RENT SUBSIDY | 6,544.00 * |
| W649427 | TON, KHANH                       | RENT SUBSIDY | 2,199.00 * |
| W649427 | TONNU, JOANNE C                  | RENT SUBSIDY | 2,243.00 * |
| W649427 | TOPADVANCED, LLC                 | RENT SUBSIDY | 3,364.00 * |
| W649427 | TRAN, ANDREW                     | RENT SUBSIDY | 6,108.00 * |
| W649427 | TRAN, ANH TUYET T                | RENT SUBSIDY | 1,074.00 * |
| W649427 | TRAN, CATHY                      | RENT SUBSIDY | 1,096.00 * |
| W649427 | TRAN'S APARTMENTS                | RENT SUBSIDY | 4,354.00 * |
| W649427 | TRAN, ANTON                      | RENT SUBSIDY | 677.00 *   |
| W649429 | TRAN, FREDERICK M                | RENT SUBSIDY | 938.00 *   |
| W649429 | TRAN, HANG                       | RENT SUBSIDY | 1,373.00 * |
| W649429 | TRAN, HENRY                      | RENT SUBSIDY | 1,309.00 * |
| W649429 | TRAN, HIEP OR TRAN, JACLYN       | RENT SUBSIDY | 3,043.00 * |
| W649429 | TRAN, HO VAN                     | RENT SUBSIDY | 5,504.00 * |
| W649429 | TRAN, HOA THU                    | RENT SUBSIDY | 1,150.00 * |
| W649429 | TRAN, HOANG N                    | RENT SUBSIDY | 1,509.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR             | DESCRIPTION  | AMOUNT     |
|---------|--------------------|--------------|------------|
| W649429 | TRAN, HUNG QUOC    | RENT SUBSIDY | 969.00 *   |
| W649429 | TRAN, JANE         | RENT SUBSIDY | 1,205.00 * |
| W649429 | TRAN, JIM DUC      | RENT SUBSIDY | 1,356.00 * |
| W649429 | TRAN, HOA          | RENT SUBSIDY | 1,095.00 * |
| W649430 | TRAN, JOSEPH QUANG | RENT SUBSIDY | 779.00 *   |
| W649430 | TRAN, JOSEPHINE    | RENT SUBSIDY | 1,536.00 * |
| W649430 | TRAN, KEVIN THANH  | RENT SUBSIDY | 1,036.00 * |
| W649430 | TRAN, KIM          | RENT SUBSIDY | 1,996.00 * |
| W649430 | TRAN, KIM VAN      | RENT SUBSIDY | 1,333.00 * |
| W649430 | TRAN, LAY THI      | RENT SUBSIDY | 1,520.00 * |
| W649430 | TRAN, LOC H        | RENT SUBSIDY | 971.00 *   |
| W649430 | TRAN, LUAN D.      | RENT SUBSIDY | 1,090.00 * |
| W649430 | TRAN, LUCIA THUY   | RENT SUBSIDY | 890.00 *   |
| W649430 | TRAN, MAI          | RENT SUBSIDY | 1,617.00 * |
| W649430 | TRAN, MARY         | RENT SUBSIDY | 351.00 *   |
| W649430 | TRAN, MY T         | RENT SUBSIDY | 817.00 *   |
| W649430 | TRAN, NGOC THI     | RENT SUBSIDY | 1,213.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR               | DESCRIPTION  | AMOUNT     |
|---------|----------------------|--------------|------------|
| W649430 | TRAN, NHUT NGUYEN    | RENT SUBSIDY | 2,285.00 * |
| W649430 | TRAN, RYAN           | RENT SUBSIDY | 1,303.00 * |
| W649430 | TRAN, SON THANH      | RENT SUBSIDY | 845.00 *   |
| W649430 | TRAN, SONNY          | RENT SUBSIDY | 938.00 *   |
| W649430 | TRAN, TAM ANH        | RENT SUBSIDY | 1,998.00 * |
| W649430 | TRAN, TAM MINH       | RENT SUBSIDY | 1,367.00 * |
| W649430 | TRAN, NGAN           | RENT SUBSIDY | 1,945.00 * |
| W649430 | TRAN, KHOI NGOC      | RENT SUBSIDY | 1,522.00 * |
| W649431 | TRAN, THERESA T      | RENT SUBSIDY | 1,141.00 * |
| W649431 | TRAN, THONG          | RENT SUBSIDY | 1,275.00 * |
| W649431 | TRAN, THU HUONG THI  | RENT SUBSIDY | 831.00 *   |
| W649432 | TRAN, TIM            | RENT SUBSIDY | 837.00 *   |
| W649432 | TRAN, TINA           | RENT SUBSIDY | 3,780.00 * |
| W649432 | TRAN, TRUNG H.       | RENT SUBSIDY | 2,308.00 * |
| W649432 | TRAN, TRUYEN & HELEN | RENT SUBSIDY | 1,599.00 * |
| W649432 | TRAN, TU             | RENT SUBSIDY | 1,308.00 * |
| W649432 | TRAN, TYNE TUYEN     | RENT SUBSIDY | 1,954.00 * |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR              | DESCRIPTION  | AMOUNT     |
|---------|---------------------|--------------|------------|
| W649432 | TRAN, VAN           | RENT SUBSIDY | 767.00 *   |
| W649432 | TRAN, VICTORIA      | RENT SUBSIDY | 2,260.00 * |
| W649432 | TRAN,BAU            | RENT SUBSIDY | 913.00 *   |
| W649432 | TRAN, HUY           | RENT SUBSIDY | 953.00 *   |
| W649432 | TRAN, PAUL TUAN DUC | RENT SUBSIDY | 1,438.00 * |
| W649432 | TRAN,THAO DUC       | RENT SUBSIDY | 1,334.00 * |
| W649432 | TRAN, THU-HANG      | RENT SUBSIDY | 3,372.00 * |
| W649432 | TRAN, TRI           | RENT SUBSIDY | 996.00 *   |
| W649432 | TRAN, TUAN HUY      | RENT SUBSIDY | 1,211.00 * |
| W649433 | TRANG, TOM          | RENT SUBSIDY | 1,523.00 * |
| W649433 | TRAVIS, BILLY V     | RENT SUBSIDY | 1,587.00 * |
| W649434 | TRIEU, NANCY        | RENT SUBSIDY | 1,340.00 * |
| W649434 | TRINH, EMMA         | RENT SUBSIDY | 993.00 *   |
| W649434 | TRINH, HAI          | RENT SUBSIDY | 1,609.00 * |
| W649434 | TRINH, THANH-MAI    | RENT SUBSIDY | 1,030.00 * |
| W649434 | TRIEU, HONG QUANG   | RENT SUBSIDY | 1,116.00 * |
| W649435 | TRINH, TUAN         | RENT SUBSIDY | 1,311.00 * |



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                                 | DESCRIPTION  | AMOUNT      |
|---------|--|--------------|-------------|
| W649435 | TRINH, TUNG XUAN                       | RENT SUBSIDY | 1,281.00 *  |
| W649436 | TRUONG, DUNG T                         | RENT SUBSIDY | 350.00 *    |
| W649436 | TRUONG, HANH NGOC                      | RENT SUBSIDY | 1,335.00 *  |
| W649436 | TRUONG, KHOA BUU                       | RENT SUBSIDY | 1,166.00 *  |
| W649436 | TRUONG, STEVE OR HO, NATALIE           | RENT SUBSIDY | 1,181.00 *  |
| W649438 | TRUONG, QUYEN MY                       | RENT SUBSIDY | 1,174.00 *  |
| W649438 | TRUONG, TOMMY                          | RENT SUBSIDY | 1,334.00 *  |
| W649439 | TSAI, CAROLINE                         | RENT SUBSIDY | 1,988.00 *  |
| W649439 | TSAO, YUNGLIN & SHU-MEI                | RENT SUBSIDY | 1,134.00 *  |
| W649439 | TU BI THIEN TAM                        | RENT SUBSIDY | 2,556.00 *  |
| W649441 | TUDOR GROVE                            | RENT SUBSIDY | 67,732.00 * |
| W649442 | TUSTIN AFFORDABLE HOUSING ATTN: OFFICE | RENT SUBSIDY | 1,363.00 *  |
| W649442 | TUSTIN SOUTHERN APTS - OFFICE          | RENT SUBSIDY | 1,272.00 *  |
| W649442 | V W PROPERTY                           | RENT SUBSIDY | 4,315.00 *  |
| W649442 | VAZQUEZ, ARTURO ENRIQUEZ               | RENT SUBSIDY | 2,935.00 *  |
| W649442 | VALLEY VIEW SENIOR APTS                | RENT SUBSIDY | 5,470.00 *  |
| W649442 | VAN, MINH XUONG                        | RENT SUBSIDY | 406.00 *    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                   | DESCRIPTION  | AMOUNT     |
|---------|--------------------------|--------------|------------|
| W649442 | VAN, RONALD              | RENT SUBSIDY | 1,634.00 * |
| W649442 | VALDEZ, CONNIE           | RENT SUBSIDY | 1,089.00 * |
| W649443 | VERSAILLES APTS          | RENT SUBSIDY | 3,885.00 * |
| W649443 | VILLA BARCELONA APTS     | RENT SUBSIDY | 1,735.00 * |
| W649445 | VINTAGE CANYON SR APTS   | RENT SUBSIDY | 1,043.00 * |
| W649445 | VINTAGE FLAGSHIP, LLC    | RENT SUBSIDY | 2,192.00 * |
| W649445 | VIRAMONTES, ARTHUR E     | RENT SUBSIDY | 1,076.00 * |
| W649447 | VJ SURGICAL, LLC         | RENT SUBSIDY | 919.00 *   |
| W649447 | VLE RENTAL, LLC          | RENT SUBSIDY | 4,644.00 * |
| W649447 | VO, JEFF                 | RENT SUBSIDY | 1,076.00 * |
| W649447 | VO, KHANH MAI            | RENT SUBSIDY | 3,633.00 * |
| W649448 | VO, LOAN                 | RENT SUBSIDY | 1,500.00 * |
| W649448 | VO, LOC ANH              | RENT SUBSIDY | 1,072.00 * |
| W649450 | VOLE, TINA NG            | RENT SUBSIDY | 1,820.00 * |
| W649450 | VORA, NIPA D             | RENT SUBSIDY | 2,844.00 * |
| W649451 | VT CAPITAL HOLDINGS, LLC | RENT SUBSIDY | 981.00 *   |
| W649451 | VU, ANN HUONG            | RENT SUBSIDY | 974.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR            | DESCRIPTION  | AMOUNT      |
|---------|-------------------|--------------|-------------|
| W649451 | VU, ANNIE         | RENT SUBSIDY | 1,450.00 *  |
| W649451 | VU, ANTHONY HAI   | RENT SUBSIDY | 1,406.00 *  |
| W649451 | VU, DAT           | RENT SUBSIDY | 12,181.00 * |
| W649451 | VU, DAVID         | RENT SUBSIDY | 615.00 *    |
| W649451 | VU, DEAN          | RENT SUBSIDY | 1,249.00 *  |
| W649451 | VU, HOA           | RENT SUBSIDY | 1,038.00 *  |
| W649451 | VU, HUAN          | RENT SUBSIDY | 950.00 *    |
| W649451 | VU, KATHY HUONG   | RENT SUBSIDY | 537.00 *    |
| W649451 | VU, LEO M         | RENT SUBSIDY | 1,861.00 *  |
| W649451 | VU, LINH DUY      | RENT SUBSIDY | 1,840.00 *  |
| W649451 | VU, MARY ANN      | RENT SUBSIDY | 723.00 *    |
| W649451 | VU, MINH          | RENT SUBSIDY | 824.00 *    |
| W649451 | VU, NAM H         | RENT SUBSIDY | 1,032.00 *  |
| W649451 | VU, PHAT D        | RENT SUBSIDY | 3,483.00 *  |
| W649451 | VU, PHUONG MINH   | RENT SUBSIDY | 1,526.00 *  |
| W649451 | VU, TAN DUY       | RENT SUBSIDY | 1,506.00 *  |
| W649451 | VU, DEANNA PHUONG | RENT SUBSIDY | 1,333.00 *  |

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                    | DESCRIPTION  | AMOUNT     |
|---------|---------------------------|--------------|------------|
| W649451 | VU, CHELSEA               | RENT SUBSIDY | 2,720.00 * |
| W649451 | VU, QUANG DANG            | RENT SUBSIDY | 1,472.00 * |
| W649451 | VU, KRYSTINA              | RENT SUBSIDY | 1,549.00 * |
| W649452 | VU, THERESE               | RENT SUBSIDY | 1,523.00 * |
| W649452 | VU, TRUNG QUOC            | RENT SUBSIDY | 2,550.00 * |
| W649452 | VU, VIVIAN                | RENT SUBSIDY | 542.00 *   |
| W649452 | VU, VINCE HUNG            | RENT SUBSIDY | 52.00 *    |
| W649454 | VUONG, HELEN DO           | RENT SUBSIDY | 1,090.00 * |
| W649454 | WALDEN APTS               | RENT SUBSIDY | 4,307.00 * |
| W649454 | WAN, HO PONG              | RENT SUBSIDY | 970.00 *   |
| W649454 | WANG, CHARLES             | RENT SUBSIDY | 4,030.00 * |
| W649454 | WANG, SUZY                | RENT SUBSIDY | 3,385.00 * |
| W649454 | WEGENER, STELLA           | RENT SUBSIDY | 956.00 *   |
| W649454 | WEISER, IRVING            | RENT SUBSIDY | 1,694.00 * |
| W649454 | WEISSER INVESTMENTS       | RENT SUBSIDY | 6,236.00 * |
| W649454 | WESLEY VILLAGE APARTMENTS | RENT SUBSIDY | 4,565.00 * |
| W649454 | WESSEIN, HENRY B          | RENT SUBSIDY | 824.00 *   |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT | VENDOR                         | DESCRIPTION       | AMOUNT     |
|---------|--------------------------------|-------------------|------------|
| W649454 | WALD, DAVID                    | RENT SUBSIDY      | 845.00 *   |
| W649454 | VUONG, PETER H.                | RENT SUBSIDY      | 1,882.00 * |
| W649454 | WASHINGTON COUNTY HRA          | PORTABILITY ADMIN | 62.37 *    |
| W649454 | WASHINGTON COUNTY HRA          | RENT SUBSIDY      | 1,050.00 * |
| W649455 | WESTCHESTER PARK LP            | RENT SUBSIDY      | 1,406.00 * |
| W649455 | WESTLAKE APARTMENTS LLC        | RENT SUBSIDY      | 6,741.00 * |
| W649455 | WESTMINSTER HOUSING PARTNER LP | RENT SUBSIDY      | 8,727.00 * |
| W649455 | WESTPARK APTS                  | RENT SUBSIDY      | 1,194.00 * |
| W649455 | WICK, CINDY OR ED              | RENT SUBSIDY      | 774.00 *   |
| W649455 | WILSHIRE CREST                 | RENT SUBSIDY      | 932.00 *   |
| W649455 | WINDSOR TOWNE LP               | RENT SUBSIDY      | 760.00 *   |
| W649455 | WINDMILL APARTMENTS            | RENT SUBSIDY      | 5,632.00 * |
| W649455 | WILLOWICK ROYAL                | RENT SUBSIDY      | 426.00 *   |
| W649456 | WINDWOOD GLEN APTS             | RENT SUBSIDY      | 675.00 *   |
| W649457 | WINSTON PLACE, LLC             | RENT SUBSIDY      | 1,206.00 * |
| W649457 | WONDERFUL IDEA, LLC            | RENT SUBSIDY      | 1,242.00 * |
| W649457 | WONG, GIN O                    | RENT SUBSIDY      | 7,059.00 * |
| W649457 | WONG, PHILLIP                  | RENT SUBSIDY      | 1,437.00 * |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/01/19

| WARRANT     | VENDOR             | DESCRIPTION  | AMOUNT       |
|-------------|--------------------|--------------|--------------|
| W649457     | WONG, THOMAS G.    | RENT SUBSIDY | 1,180.00 *   |
| W649457     | WINNIE INVESTMENT  | RENT SUBSIDY | 5,781.00 *   |
| W649459     | YAU, LEON SHU      | RENT SUBSIDY | 2,188.00 *   |
| W649460     | YOUNG, HENRY H     | RENT SUBSIDY | 1,048.00 *   |
| W649460     | ZARGARI, ROY       | RENT SUBSIDY | 1,084.00 *   |
| W649460     | ZHAO, GEORGE       | RENT SUBSIDY | 1,346.00 *   |
| W649460     | ZASLAVSKY, EUGENIA | RENT SUBSIDY | 3,809.00 *   |
| FINAL TOTAL |                    |              | 2,685,109.62 |

DEMANDS #649253 - 649460 AND WIRES W649252 - W649460 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 1, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
 FINANCE DIRECTOR

DIRECT DEPOSITS \$2,316,931.92

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR                                   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 628740  | *HUTCHINS, DONALD                        | REV & VOID           | -220.54 *   |
| 633652  | SCHULTZ, TOM                             | REV & VOID           | -15.00 *    |
| 648633  | ALZHEIMER'S ORANGE COUNTY CHRISTINE CHOW | REV & VOID           | -250.00 *   |
| 648893  | RAMONA, INC.                             | REV & VOID           | -2,713.15 * |
| 648997  | SCHAFER CONSULTING, INC.                 | REV & VOID           | -1,287.50 * |
| 649250  | BRANDON NUNES                            | REV & VOID           | -650.00 *   |
| 649417  | SCHWERTMAN, CELESTE                      | REV & VOID           | -1,389.00 * |
| 649461  | C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS   | DISABILITY INSURANCE | 1,886.50 *  |
| 649462  | C.L.E.A. CALIF LAW ENFORCEMENT ASSOC     | DISABILITY INSURANCE | 3,029.50 *  |
| 649463  | STATE OF CALIF-FRANCHISE TAX BOARD       | WAGE ATTACHMENT      | 2,782.11 *  |
| 649464  | *CHANG, ELLIS                            | MED TRUST REIMB      | 885.00 *    |
| 649465  | COLEMAN, SCOTT                           | ACCOUNTS RECEIVABLE  | 2,258.42 *  |
| 649466  | *DALTON, BRIAN                           | MED TRUST REIMB      | 358.99 *    |
| 649467  | DOMINGUEZ, FRANK                         | OTHER PROF SERV      | 400.00 *    |
| 649468  | COMMUTE WITH ENTERPRISE                  | OTHER RENTALS        | 3,790.00 *  |
| 649469  | GIRGENTI*, BRIAN                         | TRAVEL ADVANCE P.D.  | 166.76 *    |
| 649470  | *LEE, GRACE                              | DEP CARE REIMB       | 192.30 *    |
| 649471  | LIGHTER THAN AIR BALLOONS                | OTHER PROF SERV      | 640.04 *    |
| 649472  | LINCOLN FINANCIAL GROUP                  | LIFE INS PREMIUM     | 7,696.72 *  |
| 649473  | VOID WARRANT                             |                      |             |
| 649474  | POMEROY*, TERESA L.                      | MED TRUST REIMB      | 75.00 *     |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR   | DESCRIPTION   | AMOUNT                                       |
|---------|--|---|--|
| 649475  | DATA TICKET, INC                                   | OTHER PROF SERV                                       | 301.00 *                                     |
| 649476  | U.S. BEHAVIORAL HEALTH PLAN, CA                    | NON-SPEC CONTR SERV                                   | 1,593.20 *                                   |
| 649477  | VALDIVIA, CLAUDIA                                  | DEP CARE REIMB  | 192.30 *                                     |
| 649478  | VOID WARRANT                                       |   |  |
| 649479  | CITIBANK %CITIGROUP                                | L/S/A TRANSPORTATION<br>LODGING<br>OTHER CONF/MTG EXP | 2,630.90<br>3,984.41<br>205.46<br>6,820.77 * |
| 649480  | *WIMMER, ROYCE                                     | TRAVEL ADVANCE P.D.                                   | 166.76 *                                     |
| 649481  | ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV | WAGE ATTACHMENT                                       | 237.00 *                                     |
| 649482  | ALLSPACE- GARDEN GROVE                             | LAND/BLDG/ROOM RENT                                   | 922.00 *                                     |
| 649483  | INTERNAL REVENUE SERVICE                           | WAGE ATTACHMENT                                       | 51.50 *                                      |
| 649484  | STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS      | DISABILITY INSURANCE                                  | 826.41 *                                     |
| 649485  | TRANSAMERICA EMPLOYEE BENEFITS                     | LIFE INS PREMIUM                                      | 7,124.88 *                                   |
| 649486  | *JOHNSON, JASON                                    | TRAVEL ADVANCE P.D.                                   | 166.76 *                                     |
| 649487  | ORANGE COUNTY SHERIFF'S DEPT                       | TUITION/TRAINING                                      | 75.00 *                                      |
| 649488  | GONZALEZ, ALEJANDRO                                | EMPL COMPUTER PURCH                                   | 2,500.00 *                                   |
| 649489  | CREATE A PARTY INC DBA CREATE A PARTY RENTALS      | OTHER PROF SERV                                       | 94.90 *                                      |
| 649490  | UNITED STATES TREASURY                             | WAGE ATTACHMENT                                       | 130.00 *                                     |
| 649491  | ORANGE COUNTY COUNCIL INC. BSA                     | FACT:YTH ENRCH<br>LODGING                             | 975.00<br>1,655.50<br>2,630.50 *             |
| 649492  | CPRS DISTRICT 10                                   | REGISTRATION FEES                                     | 165.00 *                                     |



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT       | VENDOR   | DESCRIPTION         | AMOUNT      |
|---------------|--|---------------------|-------------|
| 649493        | *ATIN RAMOS, MARISA  | MED TRUST REIMB     | 162.00 *    |
| 649494        | AT&T CORP  | TELEPHONE           | 8,842.66 *  |
| 649495        | FRONTIER COMMUNICATIONS                                    | TELEPHONE/BEEPERS   | 444.74 *    |
| 649496        | CITY OF GARDEN GROVE                                       | WATER               | 193.60 *    |
| 649497        | MCI COMM SERVICE   | TELEPHONE           | 34.60 *     |
| 649498-649500 | VOID WARRANTS  |                     |             |
| 649501        | SO CALIF EDISON CO   | ELECTRICITY         | 67,070.95 * |
| 649502        | SO CALIF GAS CO  | NATURAL GAS         | 49.84 *     |
| 649503        | TIME WARNER CABLE  | CABLE               | 695.70 *    |
| 649504        | MARTIN ESQUIRE & ASSOC, APC AND PLAINTIFF JENNIFER HOBSON  | LIAB.CLAIMS PAYMENT | 75,000.00 * |
| 649505        | A&A WIPING CLOTH, INC                                      | WHSE INVENTORY      | 1,155.62 *  |
| 649506        | ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES | OTHER PROF SERV     | 1,338.75 *  |
| 649507        | ADAMSON POLICE PRODUCTS                                    | MOTOR VEH PARTS     | 1,030.67 *  |
| 649508        | ALAN'S LAWN AND GARDEN CENTER INC.                         | OTHER MAINT ITEMS   | 149.89 *    |
| 649509        | AMERICAN BUSINESS BANK ATTN: VERONICA MORALES              | WTR/SWR CONST CONTR | 12,593.50 * |
| 649510        | BEGINNERS EDGE SPORTS TRAINING, LLC                        | INSTRUCTOR SERVICES | 623.70 *    |
| 649511        | BENDRITE SHEET METAL, INC.                                 | OTHER MAINT ITEMS   | 294.16 *    |
| 649512        | BLAIS & ASSOCIATES, INC.                                   | PERMITS/OTHER FEES  | 1,034.29 *  |
| 649513        | BLUEJACKET SIGN COMPANY                                    | OTHER PROF SERV     | 1,600.00 *  |
| 649514        | C.WELLS PIPELINE MATERIALS INC.                            | WHSE INVENTORY      | 178.87 *    |
| 649515        | CAMERON WELDING SUPPLY                                     | MOTOR VEH PARTS     | 231.01      |
|               |  | OTHER REC/CULT SUPP | 47.99       |
|               |  |                     | 279.00 *    |

PAGE TOTAL FOR "\*" LINES = 172,772.54

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR  | DESCRIPTION                           | AMOUNT                                 |
|---------|---|---------------------------------------|--|
| 649516  | SUPPLYWORKS   | ELECTRICAL SUPPLIES                   | 251.36 *                               |
| 649517  | CONTROLLED MOTION SOLUTIONS, INC.                   | MOTOR VEH PARTS                       | 66.43 *                                |
| 649518  | EISEL ENTERPRISES, INC                              | WHSE INVENTORY                        | 1,147.54 *                             |
| 649519  | EWING IRRIGATION PRODUCTS, INC.                     | PIPES/APPURTENANCES                   | 47.75 *                                |
| 649520  | EXCLUSIVE AUTO DETAIL                               | MOTOR VEHICLE MAINT                   | 168.00 *                               |
| 649521  | FLEETPRIDE, INC.                                    | MOTOR VEH PARTS                       | 241.16 *                               |
| 649522  | FRYE SIGN CO  | SIGNS/FLAGS/BANNERS                   | 96.98 *                                |
| 649523  | GALVEZ, EVERARDO                                    | OTHER PROF SERV                       | 7,703.00 *                             |
| 649524  | REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC | AMT DUE GG DISPSL<br>REFUSE COLL SERV | 153,240.65<br>9,823.33<br>163,063.98 * |
| 649525  | GARDEN GROVE SECURED STORAGE                        | OTHER RENTALS                         | 216.00 *                               |
| 649526  | GOLDEN BELL PRODUCTS, INC.                          | WHSE INVENTORY                        | 3,439.38 *                             |
| 649527  | HAAKER EQUIPMENT COMPANY                            | MOTOR VEH PARTS                       | 212.53 *                               |
| 649528  | HILL'S BROS LOCK & SAFE INC                         | GEN PURPOSE TOOLS                     | 8.08 *                                 |
| 649529  | DANGELO CO  | WHSE INVENTORY                        | 6,109.43 *                             |
| 649530  | JAY'S CATERING                                      | FOOD                                  | 3,454.86 *                             |
| 649531  | LAWSON PRODUCTS, INC.                               | MOTOR VEH PARTS                       | 1,859.58 *                             |
| 649532  | LEON'S TRANSMISSION SERVICES INC                    | REPAIRS-FURN/MACH/EQ                  | 2,101.22 *                             |
| 649533  | GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS          | UNIFORMS                              | 15.07 *                                |
| 649534  | LUDWIG, DAWNA                                       | INSTRUCTOR SERVICES                   | 1,789.76 *                             |
| 649535  | MAGIC JUMP RENTALS OC LLC                           | OTHER PROF SERV                       | 803.25 *                               |
| 649536  | MC MASTER-CARR SUPPLY CO                            | MOTOR VEH PARTS                       | 19.33 *                                |

PAGE TOTAL FOR "\*" LINES = 192,814.69

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT     |
|---------|--|----------------------|------------|
| 649537  | GARDEN GROVE ACE HARDWARE                        | PIPES/APPURTENANCES  | 12.37 *    |
| 649538  | ORANGE COUNTY APPLIANCE PARTS                    | AIR COND SUPPLIES    | 31.68 *    |
| 649539  | OCN, IND, WHJ                                    | ADVERTISING          | 164.40 *   |
| 649540  | ORANGE COUNTY STRIPING SERV                      | MAINT-SERV CONTRACTS | 8,299.46 * |
| 649541  | ORANGE COUNTY WELDING, INC.                      | OTHER MAINT ITEMS    | 1,530.00 * |
| 649542  | PEST OPTIONS, INC.                               | MAINT-SERV CONTRACTS | 917.25 *   |
| 649543  | PETTY CASH - MUN SRVC CTR                        | OTHER CONF/MTG EXP   | 11.00      |
|         |  | OTHER EDUCATION EXP  | 129.30     |
|         |  | FOOD                 | 108.03     |
|         |  | UNIFORM/TOOL ALLOW   | 229.44     |
|         |  | CANINE EXPENSES      | 54.93      |
|         |  | OTHER MAINT ITEMS    | 42.07      |
|         |  | OFFICE SUPPLIES/EXP  | 83.38      |
|         |  | OTHER MINOR TOOLS/EQ | 53.86      |
|         |  | CELL PHONE/BEEPER    | 40.00      |
|         |  |                      | 752.01 *   |
| 649544  | PLUMBERS DEPOT INC.                              | GEN PURPOSE TOOLS    | 1,981.52 * |
| 649545  | PRIME TRUCK TIRE SERVICE                         | REPAIRS-FURN/MACH/EQ | 175.00 *   |
| 649546  | PROACTIVE WORK HEALTH SERVICES                   | MEDICAL SERVICES     | 144.00 *   |
| 649547  | DATA TICKET, INC                                 | OTHER PROF SERV      | 2,087.80 * |
| 649548  | ALEXANDER'S CONTRACT SERVICES, INC.              | OTHER MAINT ITEMS    | 597.00 *   |
| 649549  | NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS | MOTOR VEHICLE MAINT  | 500.00 *   |
| 649550  | ROSEBURROUGH TOOL, INC.                          | AGGREGATES/MASONRY   | 15.62 *    |
| 649551  | SABP INC SABP REPROGRAPHICS                      | DUPLICATING          | 1,144.94 * |
| 649552  | SCHERER, SCOTT                                   | DEPOSIT REFUNDS      | 75.00 *    |
| 649553  | SHOETERIA  | SAFETY EQ/SUPPLIES   | 240.00 *   |

PAGE TOTAL FOR "\*" LINES = 18,668.05

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR                                    | DESCRIPTION   | AMOUNT                         |
|---------|---|---|--------------------------------|
| 649554  | SHRED CONFIDENTIAL, INC.                  | OTHER PROF SERV   | 31.50 *                        |
| 649555  | SIMPLOT PARTNERS                          | INSECTICIDES  | 760.72 *                       |
| 649556  | SIMPSON CHEVROLET OF GG                   | REPAIRS-FURN/MACH/EQ<br>MOTOR VEH PARTS                     | 391.73<br>312.55<br>704.28 *   |
| 649557  | SOUTH COAST EMERGENCY VEHICLE SERVICES    | MOTOR VEH PARTS   | 4,233.90 *                     |
| 649558  | SOUTHERN COUNTIES LUBRICANTS LLC          | WHSE INVENTORY  | 2,629.33 *                     |
| 649559  | SOUTHERN COUNTIES OIL COMPANY             | MV GAS/DIESEL FUEL  | 24,444.12 *                    |
| 649560  | SPARKLETT'S                               | BOTTLED WATER   | 336.27 *                       |
| 649561  | STATE INDUSTRIAL PRODUCTS                 | WHSE INVENTORY  | 3,156.27 *                     |
| 649562  | TT TECHNOLOGIES, INC                      | WHSE INVENTORY  | 1,357.65 *                     |
| 649563  | TIME WARNER CABLE                         | CABLE TV SERVICE  | 146.29 *                       |
| 649564  | HONEYWELL FIRST RESPONDER PRODUCTS        | SAFETY EQUIP  | 612.52 *                       |
| 649565  | TRANSPORTATION STUDIES, INC.              | ENGINEERING SERVICES  | 135.00 *                       |
| 649566  | TRUCK & AUTO SUPPLY INC. TrucParCo        | MOTOR VEH PARTS   | 1,688.19 *                     |
| 649567  | UNIFIRST CORP                             | LAUNDRY SERVICES  | 965.54 *                       |
| 649568  | UNITED PARCEL SERVICE                     | DELIVERY SERVICES   | 54.04 *                        |
| 649569  | UNITED RENTALS NORTHWEST, INC             | ASPHALT PRODUCTS<br>AGGREGATES/MASONRY                      | 477.34<br>697.70<br>1,175.04 * |
| 649570  | VISION MARKING DEVICES                    | OFFICE SUPPLIES/EXP   | 302.91 *                       |
| 649571  | VULCAN MATERIALS COMPANY WESTERN DIVISION | ASPHALT PRODUCTS  | 2,627.49 *                     |
| 649572  | GRAINGER                                  | WHSE INVENTORY<br>OTHER MAINT ITEMS<br>OTHER MINOR TOOLS/EQ | 2,762.10<br>40.83<br>153.87    |

PAGE TOTAL FOR "\*" LINES = 45,361.06

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 649573  | WATERLINE TECHNOLOGIES, INC.                   | LABORATORY CHEMICALS | 2,956.80 *  |
| 649574  | WAXIE SANITARY SUPPLY                          | WHSE INVENTORY       | 828.00 *    |
| 649575  | FERGUSON ENTERPRISES, INC #1350                | WHSE INVENTORY       | 1,012.33 *  |
| 649576  | WESTERN OIL SPREADING SERVICES                 | WHSE INVENTORY       | 2,480.30 *  |
| 649577  | WILLIAMS & MAHER INC                           | ASPHALT PRODUCTS     | 616.72 *    |
| 649578  | WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP | MAINT-SERV CONTRACTS | 210.11 *    |
| 649579  | VALDIVIA, CLAUDIA                              | LEGAL FEES           | 71,132.65 * |
| 649580  | SAFARILAND, LLC                                | FACT:YTH ENRCH       | 40.89       |
| 649581  | DTNTech MARKETING                              | FACT:PROGRAM EXP     | 43.81       |
| 649582  | ALZHEIMER'S ORANGE COUNTY CHRISTINE CHOW       | OTHER FOOD ITEMS     | 12.93       |
| 649583  | CATARINO ARTEAGO                               |                      | 97.63 *     |
| 649584  | ROMANTIX                                       | OTHER PROF SUPPLIES  | 450.74 *    |
| 649585  | FACTORY MOTOR PARTS CO BIN 139107              | UNIFORMS             | 456.87 *    |
| 649586  | SCOTT EQUIPMENT                                | DEPOSIT REFUNDS      | 250.00 *    |
| 649587  | CHARLES P. CROWLEY CO. INC.                    | SEWER FEES           | 930.00 *    |
| 649588  | WESTERN WATER WORKS                            | BUS OPER TAX REFUND  | 217.45 *    |
| 649589  | SOURCE GRAPHICS                                | MOTOR VEH PARTS      | 336.64 *    |
| 649590  | ULINE INC.                                     | MOTOR VEHICLE REPL   | 28,179.86 * |
|         |  | LABORATORY CHEMICALS | 1,256.28 *  |
|         |  | WHSE INVENTORY       | 234.90 *    |
|         |  | MAINT-SERV CONTRACTS | 1,585.00    |
|         |  | OFFICE SUPPLIES/EXP  | 199.35      |
|         |  |                      | 1,784.35 *  |
|         |  | OTHER REC/CULT SUPP  | 137.99 *    |

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR   | DESCRIPTION                             | AMOUNT                       |
|---------|--|---|------------------------------|
| 649591  | CALIF PARK & RECREATION SOCIETY CPRS             | DUES/MEMBERSHIPS                        | 495.00 *                     |
| 649592  | DANA WHARF SPORTFISHING & WHALE WATCHING         | ADMN/ENTRANCE FEE                       | 560.00 *                     |
| 649593  | BADOUD, TOM                                      | OTHER RENTALS                           | 525.00 *                     |
| 649594  | AMERICAN RED CROSS HEALTH & SAFETY SERVICES      | TUITION/TRAINING                        | 975.00 *                     |
| 649595  | ADVANCED CAR CARE INC                            | TIRES/TUBES                             | 255.29 *                     |
| 649596  | O'REILLY AUTO PARTS                              | MOTOR VEH PARTS                         | 1,371.08 *                   |
| 649597  | IMPERIAL SPRINKLER SUPPLY INC                    | WHSE INVENTORY                          | 139.65 *                     |
| 649598  | VERITIV OPERATING COMPANY                        | WHSE INVENTORY                          | 2,293.95 *                   |
| 649599  | OCSD FINANCIAL MNGNT DIV                         | SEWER FEES                              | 93,813.45 *                  |
| 649600  | REVEL ENVIRONMENTAL MANUFACTURING, INC           | WHSE INVENTORY                          | 1,982.60 *                   |
| 649601  | TRENCH SHORING COMPANY                           | OTHER MAINT ITEMS                       | 1,642.11 *                   |
| 649602  | WEST COAST LIGHTS & SIRENS                       | MOTOR VEHICLE MAINT                     | 75.63 *                      |
| 649603  | LT PROPERTIES                                    | LAND/BLDG/ROOM RENT                     | 16,433.60 *                  |
| 649604  | SCHULTZ, TOM                                     | OTHER CONF/MTG EXP                      | 15.00 *                      |
| 649605  | BURKE, WILLIAMS & SORENSEN, LLP                  | OTHER PROF SERV                         | 6,142.50 *                   |
| 649606  | METROLINK TRAINS                                 | WAGE ATTACHMENT<br>L/S/A TRANSPORTATION | 670.75<br>220.00<br>890.75 * |
| 649607  | ISERI, ALEXANDER                                 | OTHER PROF SERV                         | 105.00 *                     |
| 649608  | RANDY FERGUSON & MIKE MESSINA DBA GRAFIX SYSTEMS | OTHER PROF SUPPLIES                     | 340.00 *                     |
| 649609  | RUIZ, JONATHAN                                   | DUES/MEMBERSHIPS                        | 90.00 *                      |
| 649610  | SOCAL SALES & MARKETING                          | WHSE INVENTORY                          | 494.12 *                     |
| 649611  | NAPA AUTO PARTS                                  | MOTOR VEH PARTS                         | 604.71 *                     |

PAGE TOTAL FOR "\*" LINES = 129,244.44

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR   | DESCRIPTION          | AMOUNT      |
|---------|--|----------------------|-------------|
| 649612  | MASONART PHOTOGRAPHY                                     | OTHER PROF SERV      | 955.00 *    |
| 649613  | WEST COUNTY TIRE & AUTO INC.                             | WHSE INVENTORY       | 2,218.23 *  |
| 649614  | YO-FIRE SUPPLIES   | WHSE INVENTORY       | 905.48      |
|         |  | OTHER MAINT ITEMS    | -285.47     |
|         |  | GEN PURPOSE TOOLS    | 252.14      |
|         |  |                      | 872.15 *    |
| 649615  | SEAVCO IVR SEAVER MOTORCYCLES                            | REPAIRS-FURN/MACH/EQ | 3,703.74 *  |
| 649616  | ELIZABETH PETERSON                                       | OTHER PROF SERV      | 975.00 *    |
| 649617  | LINE GEAR FIRE & RESCUE EQUIPMENT                        | WILDLAND/SAFETY      | 289.55 *    |
| 649618  | O.C. FOUNTAIN CARE                                       | OTHER PROF SERV      | 75.00 *     |
| 649619  | ZERO WASTE USA   | OTHER MAINT ITEMS    | 364.17 *    |
| 649620  | OLD MISSION SAN JUAN                                     | ADMN/ENTRANCE FEE    | 540.00 *    |
| 649621  | AUTONATION FORD TUSTIN                                   | REPAIRS-FURN/MACH/EQ | 2,010.11    |
|         |  | MOTOR VEH PARTS      | 337.48      |
|         |  |                      | 2,347.59 *  |
| 649622  | NATEC INTERNATIONAL INC                                  | OTHER MAINT ITEMS    | 125.00 *    |
| 649623  | CPRS DISTRICT 10   | REGISTRATION FEES    | 24.00 *     |
| 649624  | LIEBERT CASSIDY WHITMORE                                 | LEGAL FEES           | 11,225.65 * |
| 649625  | LACEY CUSTOM LINENS, INC.                                | LAUNDRY SERVICES     | 151.02 *    |
| 649626  | HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC | OTHER MAINT ITEMS    | 369.36 *    |
| 649627  | ONESOURCE DISTRIBUTORS, LLC                              | WHSE INVENTORY       | 187.49 *    |
| 649628  | MANAGEMENT PARTNERS INC.                                 | OTHER PROF SERV      | 3,200.00 *  |
| 649629  | JTB SUPPLY CO INC  | MAINT SUPP-TRAFF SIG | 1,423.38 *  |
| 649630  | ROSS CREATIONS DJ  | OTHER PROF SERV      | 650.00 *    |

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PAGE TOTAL FOR "\*" LINES = 29,696.33

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/09/19

| WARRANT | VENDOR  | DESCRIPTION                       | AMOUNT                                |
|---------|---|-----------------------------------|---------------------------------------|
| 649631  | GOLDENWEST LAWNMOWERS & SCOOTERS                  | GEN PURPOSE TOOLS                 | 190.31 *                              |
| 649632  | CULVER COMPANY                                    | OTHER EDUCATION EXP               | 1,933.63 *                            |
| W2447   | ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU | AMT DUE VCB                       | 124,784.56 *                          |
| W2448   | CALIFORNIA STATE DISBURSEMENT UNIT                | WAGE ATTACHMENT                   | 3,223.36 *                            |
| W2449   | DELTA CARE USA ATTN: ACCTS RECEIVABLE             | SELF-INS ADMN                     | 6,884.28 *                            |
| W2450   | CITY OF GARDEN GROVE-LIABILITY ACCT               | ACCURED LIAB CLAIMS<br>LEGAL FEES | 15,000.00<br>46,904.59<br>61,904.59 * |
| W2451   | LAWYERS TITLE COMPANY-OC ATTN: TERRI HAUN         | MORTGAGE ASSISTANCE               | 59,870.00 *                           |
| W2452   | MARYLAND CHILD SUPPORT ACCOUNT                    | WAGE ATTACHMENT                   | 343.38 *                              |
| W2453   | CO. OF ORANGE                                     | WAGE ATTACHMENT                   | 461.54 *                              |
| W2454   | CO. OF ORANGE                                     | WAGE ATTACHMENT                   | 553.85 *                              |
| W2455   | PUBLIC EMPLOYEES' RETIREMENT SYSTEM               | PENSION PAYMENT                   | 482,013.49 *                          |

PAGE TOTAL FOR "\*" LINES = 742,162.99

FINAL TOTAL 1,485,923.85 \*

DEMANDS #649461 - 649632 AND WIRES W2447 - W2455 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 9, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
 FINANCE DIRECTOR



**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 to use grant funding to Date: 4/9/2019  
develop the "Garden Grove  
Active Downtown Plan";  
approval to appropriate grant  
funds in Fiscal Year 2018-19;  
and award a contract to KOA  
Corporation for a professional  
service agreement to develop  
and coordinate the "Garden  
Grove Active Downtown Plan."  
(Contract Amount: \$340,000)

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**OBJECTIVE**

For the City Council to approve the Caltrans Sustainable Communities "Garden Grove Active Downtown Plan" Active Transportation Grant Program, to approve the appropriation of grant funds in the Fiscal Year 2018-19 for operational tasks and expenses for the first year of the grant agreement; and to award a contract to KOA Corporation to develop and coordinate outreach and engagement programming for the Garden Grove Active Downtown Plan.

**BACKGROUND**

In 2017, Community and Economic Development staff applied for a Caltrans Sustainable Communities Grant to create a program that addresses needs of disadvantaged communities by engaging and providing a platform to discuss challenges and creating partnerships for identifying necessary improvements. On February 13, 2018, the City Council adopted Resolution No. 9477-18 to enter into an agreement with Caltrans for an Active Transportation grant in the amount of \$340,000. In May 2018, a Restricted Grant Agreement (RGA) between Caltrans and the City of Garden Grove commenced, and will expire in February 2020. In September 2018, staff released a Request for Proposal (RFP) and received two (2) completed proposals. A review panel consisting of four (4) staff members from both the City and Caltrans District 12 office participated in the rating and interview process. The proposals were ranked based on qualifications, experience, work plan, customer service, and oral interview. Based on the evaluation results, KOA Corporation was rated the highest. The following is a summary of the ratings:

| Rater           | A    | B    | C    | D    | Total |
|-----------------|------|------|------|------|-------|
| KOA Corporation | 4.95 | 4.20 | 4.48 | 4.90 | 18.53 |
| ALTA Planning   | 4.70 | 4.53 | 4.30 | 4.60 | 18.13 |

## DISCUSSION

The awarded funds will focus on contributing to the GHG (Greenhouse Gas) reduction targets by improving alternatives to driving for residents and visitors to access the downtown and provide a safe and friendly environment for pedestrians, bicyclists and transit riders for all ages and abilities. The program will be administered by City Departments including: Public Works Department, Community Services Department, and the Community and Economic Development Department. In addition, the outreach programming will be a combined effort with current grant projects including the Caltrans BikeSafe Garden Grove Grant Program, and the CalFire Urban and Community Forestry Grant Program.

## FINANCIAL IMPACT

The Caltrans Sustainable Communities grant program does not require a cash match from the City. The expected yearly cost includes staff and/or contractual costs, operating expenses, outreach and education materials, and administrative costs. There is no impact to the City's General Fund.

## RECOMMENDATION

It is recommended that the City Council:

- Approve the Caltrans Sustainable Communities "Garden Grove Active Downtown Plan" grant program.
- Approve appropriation of funds in the amount of \$340,000 for Fiscal Year 2018-19;
- Award a contract to KOA Corporation in the amount of \$340,000 to develop and coordinate the "Garden Grove Active Downtown Plan"; and
- Authorize the City Manager to execute the contract with KOA Corporation on behalf of the City.

By: Alana Cheng, Senior Administrative Analyst

### **ATTACHMENTS:**

| <b>Description</b>                                      | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>  |
|---|--------------------|-----------------|---|
| Professional Services Agreement KOA Corp Attachment     | 3/28/2019          | Backup Material | Professional_Services_Agreement_KOA_Corporation._GG_Active_Downtown_Plan._3.26.19.pdf |
| A&B Proposal, Scope of Work, Fee Schedule Attachment C: | 3/28/2019          | Backup Material | Attachment_A____B_Proposal__SOW__and_Fee_Sheet.pdf                                    |
| Restricted Grant Agreement with                         | 3/28/2019          | Backup Material | Attachment_C._Restricted_Grant_Agreement_with_Caltrans.pdf                            |



## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **KOA CORPORATION** ("CONSULTANT").

### **RECITALS**

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to CITY OF GARDEN GROVE Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONSULTANT to provide **Active Transportation and Planning Services for a grant awarded project specializing in a multi-modal mobility downtown plan. This Plan includes high community outreach, public engagement, inventory, and analysis, development of concepts, evaluation, and creation of the Garden Grove Active Downtown Plan (GGADP).** (the "Project").
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.
5. CITY received a Sustainable Communities State funded grant through CALTRANS and approved Resolution No. 9477-18 to receive the state funds.
6. CITY approved a Restricted Grant Agreement (RGA) No. 74A1003 between CALTRANS and the CITY which will expire February 2020.

### **AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.4.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the tasks specified in CONSULTANT's Proposal, which is attached hereto as Attachment "A" and per approved Restricted Grant Agreement (RGA) No. 74A1003 between CALTRANS and the CITY as Attachment "C", incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the

standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

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

- 3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the fee schedule set forth in CONSULTANT's Proposal; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total amount of **Three- Hundred and Forty Thousand** Dollars and 00/100 cents (**\$340,000.00**), payable in arrears and billed on a time- and material basis. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.
- 3.2 **Payment.** For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT for work completed. Labor and Expenses will be billed per the attached Pricing Sheet (Attachment "B").
- 3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.4 **Termination.** CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. **Insurance Requirements**

- 4.1 **Commencement of Work.** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **Workers Compensation Insurance.** For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if

applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, 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 of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- (c) Professional liability in the amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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, lease, hired, or borrowed by 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 to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the 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. **Non-Liability of Officials and Employees of the CITY.** 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 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.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** Except for licensed work as provided for in CONSULTANT's Proposal, all documents or other information developed or received by CONSULTANT shall be the property of 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 addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
13.
  - (a) Address of CONSULTANT is as follows:  
**KOA Corporation  
Attn: Frank Barrera  
2141 W. Orangewood Avenue  
Orange, CA 92868**
  - (b) Address of CITY is as follows (with a copy to):  
**Alana Cheng  
Community & Econ. Dev. Dept.  
City of Garden Grove  
P.O. Box 3070  
Garden Grove, CA 92840**
13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. 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.** To the fullest extent permitted by law, 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 damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

25. **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.*[SIGNATURES ON FOLLOWING PAGE]*

**IN WITNESS THEREOF,** these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

ATTEST:

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

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

\_\_\_\_\_  
Dated

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

APPROVED AS TO FORM:

*(see next page)*  
\_\_\_\_\_  
City Attorney Dated

**"CONSULTANT"**  
**KOA CORPORATION**

By: \_\_\_\_\_  
Title: *Deputy CEO*  
Dated: *2/22/19*  
Tax I.D.: *95-4515908*

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

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

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

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

APPROVED AS TO FORM:

**"CONSULTANT"**  
**KOA CORPORATION**

*Omara Sandora* 2-26-19  
\_\_\_\_\_  
City Attorney Dated

By: *(see previous page)*

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

Dated: \_\_\_\_\_

Tax I.D.: \_\_\_\_\_

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

**Attachment "A"**

**PROPOSAL AND  
SCOPE OF WORK**

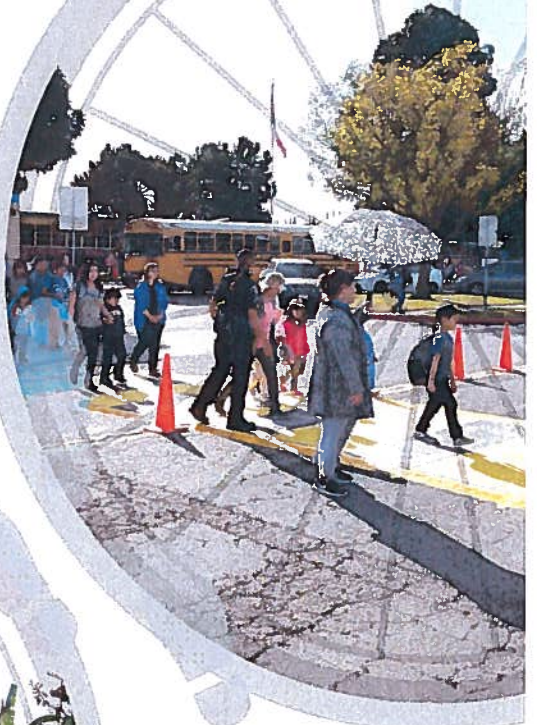


CITY OF GARDEN GROVE

PROPOSAL FOR

# Garden Grove Active Downtown Plan

OCTOBER 10, 2018



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**TO**

Ms. Alana Cheng  
City of Garden Grove  
3rd Floor  
11222 Acacia Parkway  
Garden Grove, CA 92840

**FROM**

Ms. Min Zhou  
Principal-in-Charge  
mzhou@koacorp.com  
T: 714.573.0317  
F: 714.573.9534

**RFP**

**Garden Grove  
Active Downtown Plan**

**DATE**

October 10, 2018

**PRIMARY POINT OF CONTACT**

Frank Barrera  
Senior Planner  
2141 W Orangewood Ave  
Orange, CA 92868  
T: 714.573.0317  
fbarrera@koacorp.com

**Qualification for  
Acting in This Capacity:**  
Proposed Project Manager

Dear Ms. Cheng:

KOA is well-qualified, fully prepared, and eager to provide the City with the required services for the Garden Grove Active Downtown Plan. We have provided similar services to many local and regional agencies. We have assembled a very capable team to aid the City in this endeavor. Mr. Frank Barrera will lead the project team as the project manager. He manages the City's Safe Routes to School Phase 1 Master Plan. He has the knowledge, qualifications, and expertise to manage all aspects of this project. Mr. Barrera will lead a team comprised of reliable and knowledgeable staff with a comprehensive background with walk audits, community outreach in disadvantaged communities, existing conditions inventory, safety analysis, project evaluation and prioritization, planning and engineering concept design, and construction design implementation.

*Local Knowledge*

Mr. Frank Barrera has resided in Garden Grove for 25 years. He lives within a half mile of Downtown and has witnessed the changes to the Downtown area over time. He frequently walks and bikes there to enjoy the amenities; he has become very familiar with the active transportation needs of Downtown Garden Grove.

*Diversity*

Spanish, Vietnamese, and other languages are spoken among KOA's planners and engineers. Our diversity guides our planning and engineering services, ensuring our work resonates with the multi-ethnic communities we provide services for.

*Expertise In Working In Disadvantaged Communities*

On past projects, we have found that disadvantaged community members are eager to share their ideas in a comfortable setting, but view active transportation needs from very different perspectives. Our experience will enable us to develop effective outreach strategies for Garden Grove's diverse communities.

*Implementation*

KOA is known for our ability to excel in planning, engineering design, and the implementation of projects. KOA fully considers the constructability of our recommendations when ranking and identifying priority projects, thereby increasing the likelihood of implementation and funding.

In closing, we have based our understanding of the project, challenges, and opportunities on both our team's experience and local knowledge. Our Project Understanding and Scope of Work outlines our strategies in guiding the growth and development of the project. We invite you to reach out to our references for additional information on our capabilities and services. As a reference, the link below includes a short video on a recent project that KOA has worked on: Garden Grove SRTS: <https://www.youtube.com/watch?v=X6cZd0X4SUA>

Sincerely,

KOA



Min Zhou, Deputy CEO & Vice President of OC Operations

## PROJECT TEAM DESCRIPTION



### PROJECT MANAGER & PERSONNEL ASSIGNED TO THE PROJECT

Below is the identification and contact information for our proposed team members, including our subconsultant firm. KOA staff will be primarily working from our Orange office. Translutions will be based out of their office in Irvine.

|                    | NAME                                     | PRIMARY ROLE   | PHONE          | E-MAIL ADDRESS            |
|--------------------|--|--|----------------|---------------------------|
| Managers           | Frank Barrera                            | Project Manager  | (714) 573-0317 | fbarrera@koacorp.com      |
|                    | Min Zhou, PE                             | Principal-in-Charge  |                | mzhou@koacorp.com         |
|                    | Walter Okitsu, PE, PTOE, PTP             | QA/QC Manager<br>Active Downtown Plan Task Leader  |                | wokitsu@koacorp.com       |
| Task Leaders       | Karen Thai                               | Outreach & Engagement Task Leader  |                | kthai@koacorp.com         |
|                    | Trevor Lien                              | Inventory & Analysis Task Leader   |                | tlien@koacorp.com         |
|                    | Ryan Calad, PE                           | Alternatives Task Leader   |                | rcalad@koacorp.com        |
| Task Support Staff | Harold Arzate                            | Outreach & Engagement Task Support<br>Active Downtown Plan Task Support                              |                | harzate@koacorp.com       |
|                    | Jenny Yu                                 | Outreach & Engagement Task Support<br>Alternatives Task Support<br>Active Downtown Plan Task Support |                | jyu@koacorp.com           |
|                    | Thao Le                                  | Inventory & Analysis Task Support  |                | tle@koacorp.com           |
|                    | Sean Reseigh                             | Alternatives Task Support  |                | sreseigh@koacorp.com      |
| Translutions       | Sandipan Bhattacharjee, PE, AICP, ENV-SP | Inventory & Analysis Task Support  | (949) 656-3131 | sandipan@translutions.com |
|                    | Robert Aguirre, AICP                     |  |                | robert@translutions.com   |

### RESUMES

Brief resumes for all proposed team members are provided at the end of this section.

### ORGANIZATION STRUCTURE OF THE TEAM

The organization chart on the following page shows the key roles of each proposed team member, the lines of authority between the managers and support staff, and each team member's percentage of availability to spend on the project.

### NEEDED SUBCONTRACT SERVICES

KOA is enlisting Translutions, Inc. (Translutions) to assist with calculations for vehicle miles traveled and for multimodal intersection analysis. Translutions is a solutions-oriented transportation planning and traffic engineering company. They provide context sensitive transportation planning and traffic engineering services to their clients. Their background in architecture, urban planning, and civil engineering provide a tool set to address traffic engineering and transportation planning needs of public and private sector clients. Translutions aims to be a recognized leader in the area of multimodal traffic operations analysis. They recognize that the current trend of addressing only automobile traffic does not address the effects of transportation improvements on the overall transportation system. Therefore, they provide multimodal transportation solutions which consider pedestrian, bicycle, other non-motorized modes of travel and transit.

References for Translutions are provided previously, in the References section. Resumes for Translutions are located with KOA's resumes, later in this section. The contact information for the Translutions personnel assigned to the project are provided in the chart above.



# PROJECT TEAM DESCRIPTION

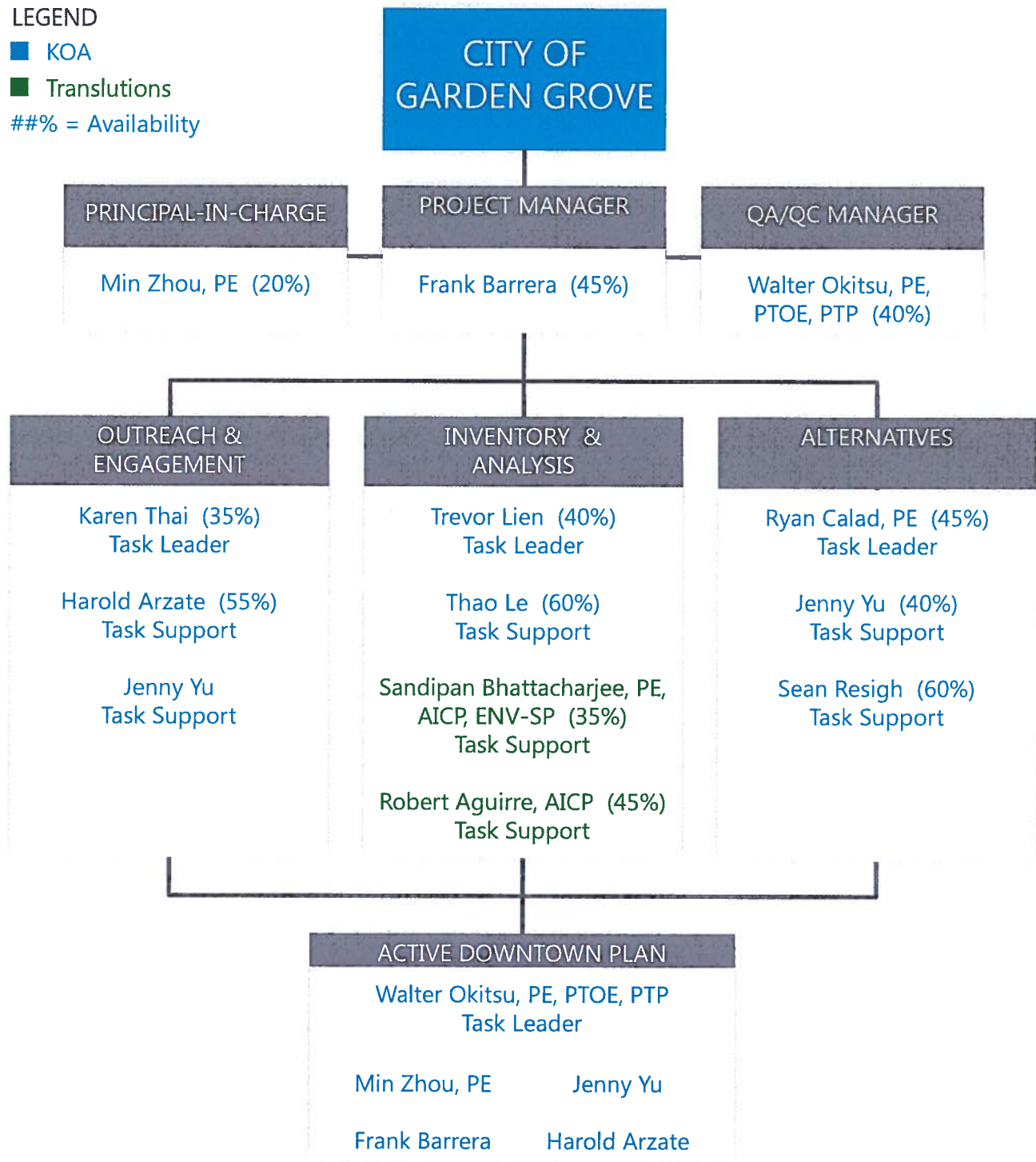


## LEGEND

■ KOA

■ Translutions

##% = Availability



## Approach & Detailed Work Plan

### INTRODUCTION

The Garden Grove Active Downtown Plan is an opportunity for the City of Garden Grove to improve community health, safety, and connectivity to Downtown Garden Grove. It will also provide a road map that addresses current and future multi-modal travel needs throughout the area. The ultimate goal is to create a walkable and bikeable Downtown that is attractive to businesses and inviting to the community.

Downtown Garden Grove possesses many untapped potentials to be a vibrant local and regional community hub where residents, students, employees & employers, and visitors can walk and bike to explore and wander. Local points of interest such as Historic Main Street, Garden Grove City Hall, Garden Grove Main Library, Community Center Park, Euclid Park, Coastline Community College, California State University Fullerton, Wesley Village, and Garden Grove High School attract many visitors throughout the day. Furthermore, the City has plans to transform the Downtown area with new development projects.

There are many opportunities in the Downtown Garden Grove's transportation network to enhance the existing infrastructure, eliminate gaps in connectivity, and improve overall safety to provide a more comfortable and enjoyable environment for community members to walk and bike throughout the downtown area. For instance, segments of 7th Street and 8th Street south of Acacia Parkway are missing sidewalks. Meanwhile, there are no bicycle facilities in the downtown area for bicyclists to safely travel along with motorists. KOA will explore different types of transportation improvements the City can implement to transform the Downtown area into an Active Downtown.

### Project Goals

The key to a successful Garden Grove Active Downtown Plan will be a focus on achieving the following project goals, as further detailed in the Scope of Work.

1. Community Engagement - Engage the community to understand their needs and identify necessary improvements and programs.
2. Safe and Friendly Environment- Identify opportunities to create a more inviting and comfortable environment for people to walk and bike throughout Downtown Garden Grove.
3. Improve Accessibility Through Active Transportation - Develop projects that will improve connectivity and accessibility for community members, particularly those living in disadvantaged communities, arriving to Downtown using active transportation.
4. Technology Assessment - Explore emerging mobility tools for the Downtown area including micro-transit, bike share, ride share, and others.
5. Coordination with Existing Plans - Review existing planning documents to ensure proposed improvements align with other City efforts.

### Key Areas of Approach

The section going forward highlights our team's key areas of approach and identifies challenges and opportunities associated with this project.



### Building upon Past Efforts

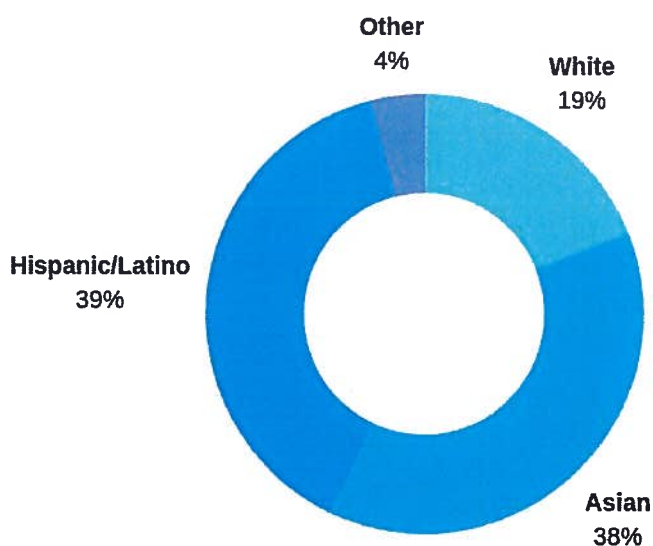
The City has made significant efforts to both increase and improve its' active transportation infrastructure and

programs over the last few years. Part of that success comes from the planning efforts that have guided the implementation of pedestrian and bicycle projects throughout the City. This includes the RE: Imagine Downtown, Garden Grove Active Streets Master Plan, and the Garden Grove Safe Routes to School Phase I Plan. These recent and past efforts will provide an important foundation for the Garden Grove Active Downtown Plan.

### *Engaging the Garden Grove's Diverse Communities*

One of the keys to a successful plan lies in effective community engagement with the City's diverse communities. Within a ½ mile radius from the Downtown area, the City is comprised of 19% while, 38% Asian, and 39% Hispanic and Latino. Approximately 11% of the population within this area is considered to be at poverty levels, and 18% of the households are limited English speaking households.

KOA is prepared to lead a strategized community engagement effort that resonates with the Garden Grove community. We are a diverse team of planners and engineers who are fluent in multiple languages including Spanish and Vietnamese. With staff members who are current residents, we are intimately familiar with the Downtown area; we are prepared to actively engage and listen to the needs of the Garden Grove community.



**Racial Profile of Residents Who Live Within A Quarter Mile of the Downtown Study Area**

### *Understanding Community Travel Behavior and Need*

A large majority of residents and employees rely on single-

occupancy motor vehicles which contribute to extended travel times, poorer air quality, increased greenhouse gas levels, and continued dependence on driving, even on short distance trips. Approximately 34% of households within the Downtown area have low vehicle access, which is defined as having one or no vehicles in the household, and 7% of households have no vehicle at all. With approximately 1.6% of the population within the Downtown area who walk or bike to work and 2% work from home, additional pedestrian and bicycle improvements can be made to not only provide safe and comfortable access to existing pedestrians and bicyclists but help encourage community members to use active transportation and engage in physical activity.

KOA will evaluate the active transportation needs of all users and include recommendations that look beyond recreation, increasing walking and bicycling activity for both daily trips and commute trips. The Plan also provides an opportunity to look at programming methods to encourage community members to use active transportation and businesses to support active transportation throughout the Downtown study area.

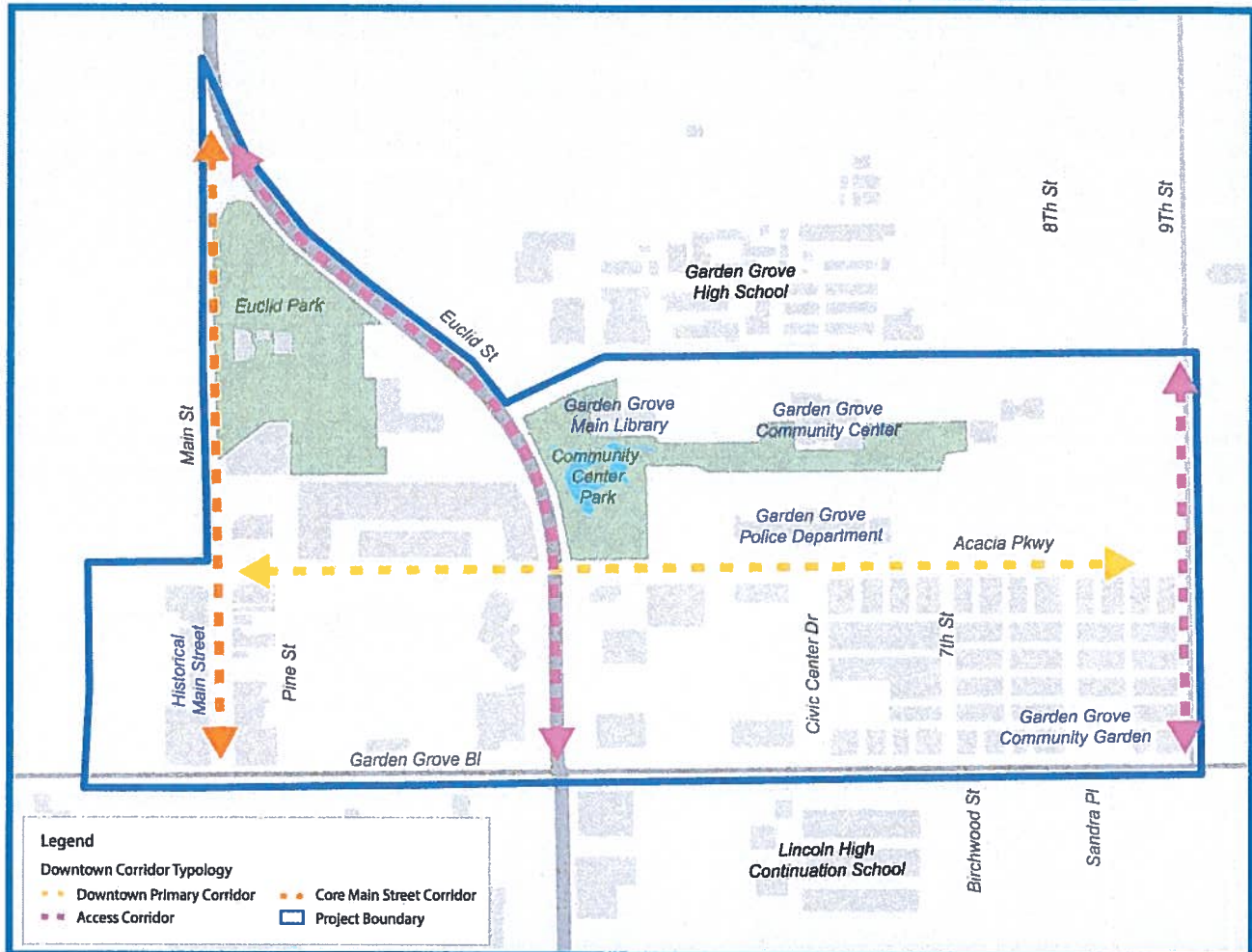
### *Identifying Measures to Create a More Walkable and Bikeable Environment*

KOA conducted a preliminary analysis of the roadway network in the Downtown study area, and we have found that many roadways are not comfortable for Garden Grove community members to walk or bike along. From our field observations and local knowledge, we found several roadways that provide one vehicle travel lane in each direction with on-street parking along both sides of the roadway and raised center medians. Vehicles were observed to travel at speeds higher than the posted speed limits along these roadways. On Acacia Parkway, no traffic control devices (other than the pedestrian-activated flashing beacon crosswalk) are available between Euclid Avenue and 9th Street- a segment of more than 1,500 feet. The roadway is the main east-west corridor through the Downtown study area, and it provides access to points of interest such as Historic Main Street, Civic Center, Community Center Park, and surrounding residential communities, becoming the back-bone of the Downtown area.

The Garden Grove Active Downtown Plan will identify enhancements to existing pedestrian and bicycle infrastructure, accessibility improvements to alternative pathways, and considerations for the use of emerging



## Downtown Garden Grove - Corridor Typologies



Downtown Primary Corridor - Acacia Parkway



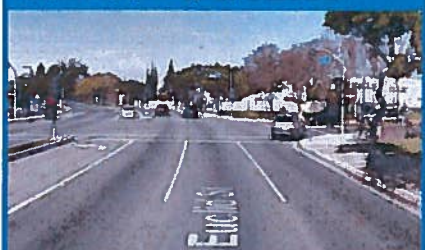
Primary East-West Corridor within the Downtown Area connecting residential and civic areas to Historical Main Street's restaurants and shops. Sufficient right of way space will allow for improvements in bicycle and pedestrian infrastructure including bicycle and pedestrian friendly wide sidewalks, bike lane/boulevard with bike rack facilities, pedestrian scale street lighting, additional crossing/access points on-street parking, bikeshare facilities, wayfinding signage/kiosks, street banners.

Core Main Street Corridor - Main Street



Main Street is the most developed section of Downtown. Expanding Main Street's identity utilizing similar pedestrian scale street lighting, street banners, bike boulevard, enhanced pedestrian crosswalks wayfinding signage/kiosks to the rest of Downtown is vital for this area.

Access Corridors - 9th St & Euclid St



Primary North-South corridors within the Downtown area that connect pedestrians and vehicles to the rest of the city. These streets often include heavy vehicle and pedestrian traffic. Roadways are typically high speed and may require improved bike and pedestrian facilities including, ADA curb ramps, bike lanes, pedestrian lighting, and improved crossings to promote safety and encourage active transportation usage.

## Downtown Garden Grove - Preliminary Observations

### Euclid Park

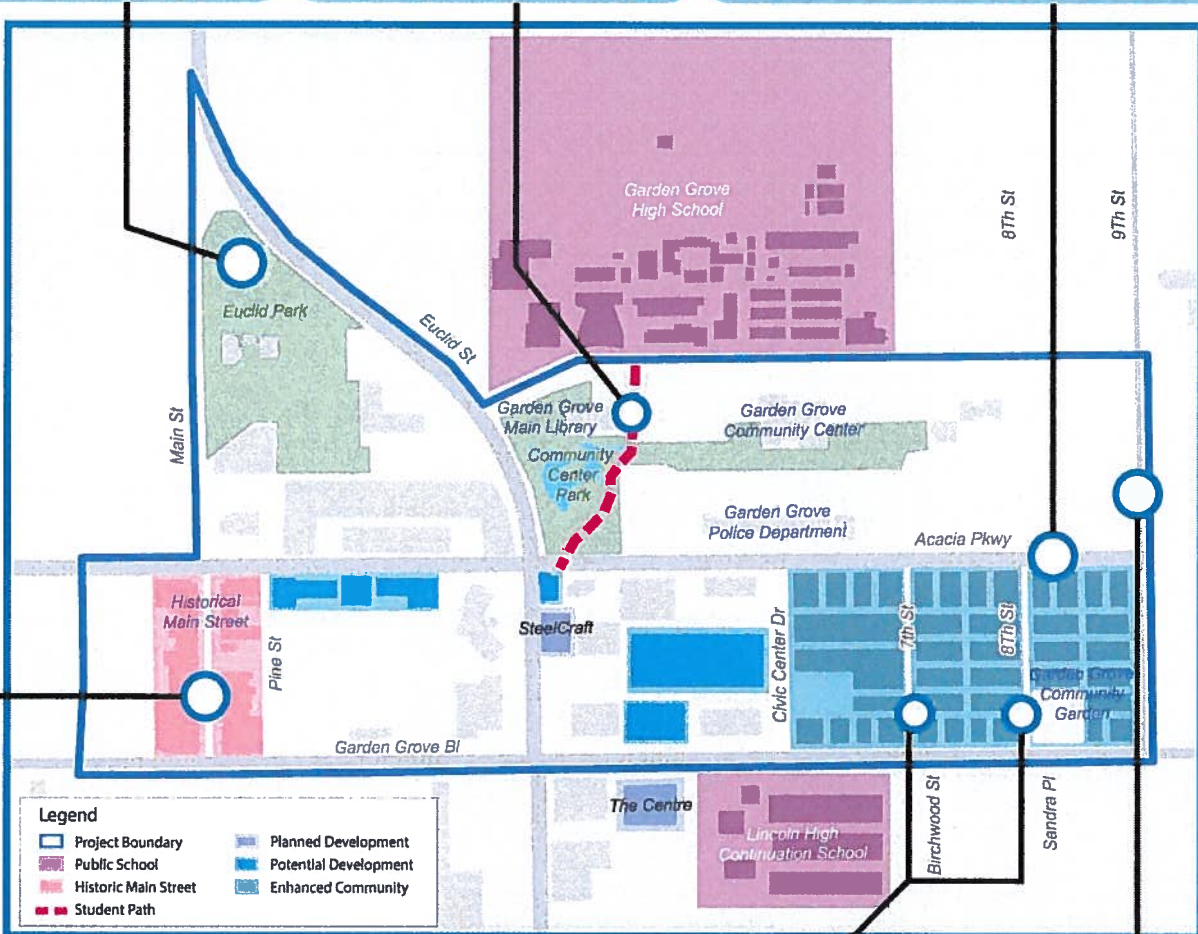
- Hosts the Strawberry Festival
- Used by local soccer league
- Residents come for daily recreation

### Community Center Park

- Students and other pedestrians forged their own informal paths across the park to reach Acacia Pkwy

### Acacia Parkway

- Corridor with highest frequency of pedestrian and bicycle collisions
- Connects to Garden Grove High School, Garden Grove Main Library, and Community Center



### Historical Main Street

- Hosts farmers market and car show events

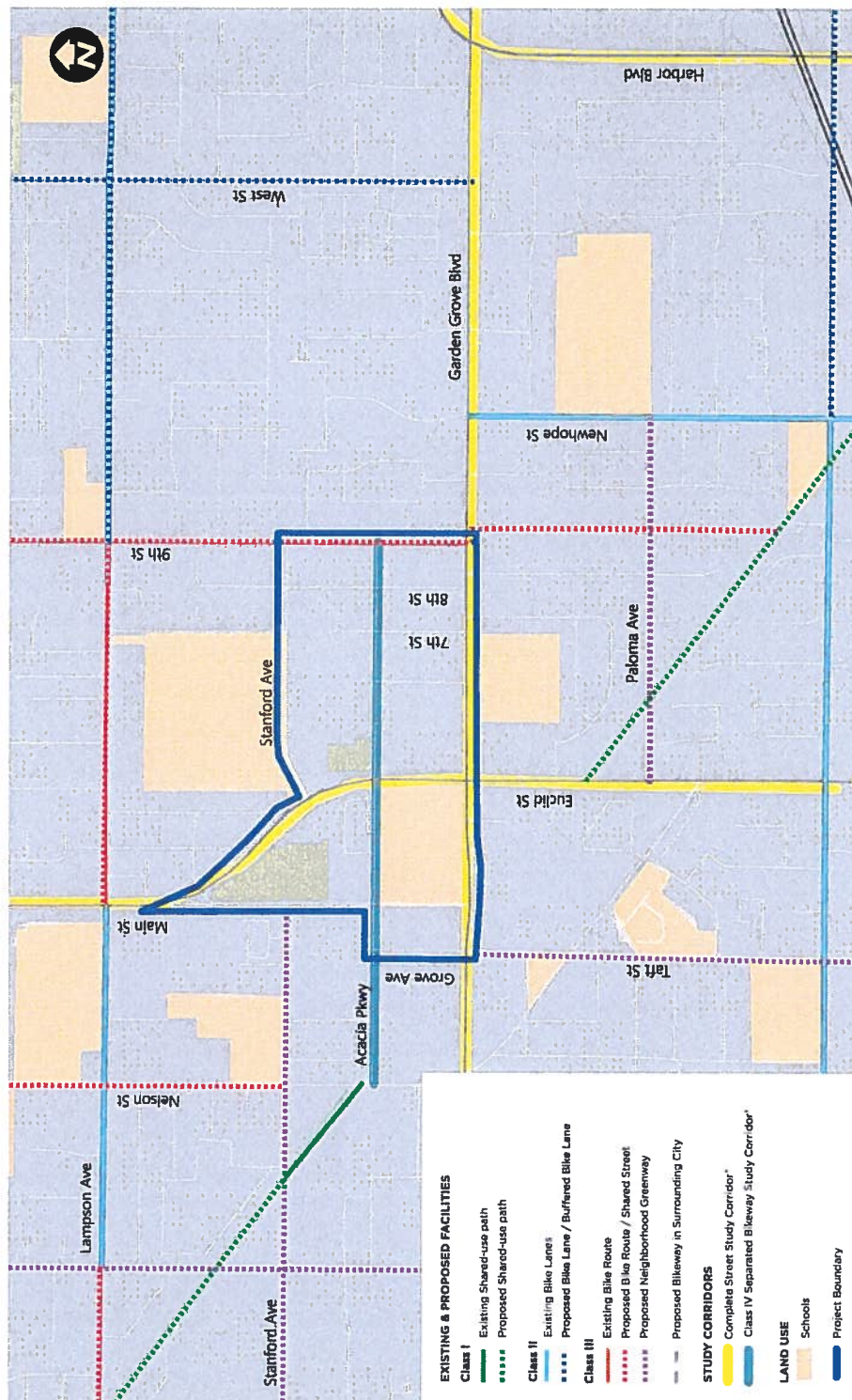
### 7th Street & 8th Street

- Provide little to no pedestrian connectivity
- Missing or inadequate sidewalk segments
- Minimal pedestrian scale lighting

### 9th Street

- Two lane residential roadway
- Posted speed limit of 35 MPH
- Vehicles travel at higher speeds than the posted speed limit







## Downtown Garden Grove - Stanford Avenue

### Wide Left Turn Pocket

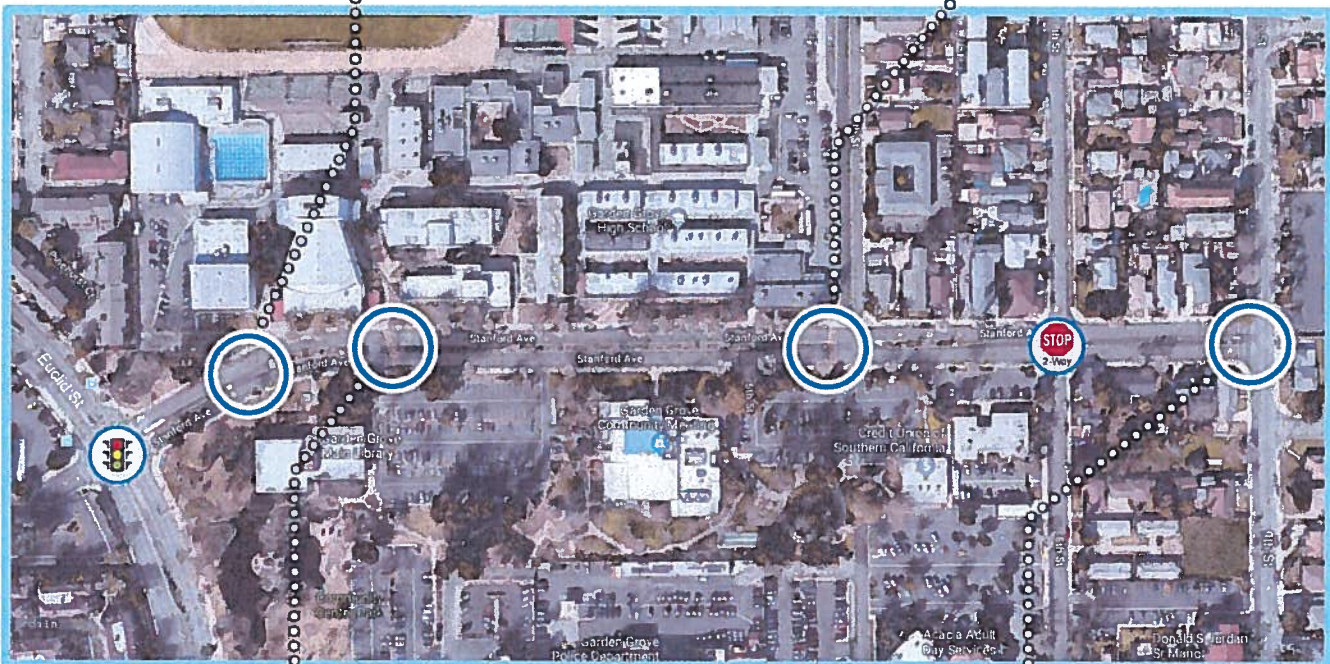


The raised median opening for the left-turn is too wide and can encourage high speed. Sight distance should be re-evaluated.

### Stanford Ave. & 7th St. Pedestrian Crossing



The pedestrian crossing is uncontrolled and the raised median encroaches into the crosswalk. Missing curb ramps at south end.



### Stanford Ave Midblock Pedestrian Crossing



The pedestrian crossing is uncontrolled, experiences cross traffic from vehicles entering and exiting the parking lot driveway.

### Stanford Ave. & 9th St. Intersection



The pedestrian crossing is uncontrolled and the raised median encroaches into the crosswalk. Missing curb ramps at both ends.

### Potential Improvements

- Install Rectangular Rapid Flashing Beacon at crosswalks in front of Garden Grove High School
- Narrow travel lanes to provide traffic calming measures
- Add bike lanes to improve bicycle safety
- Widen or expand the raised median to provide pedestrian refuge area within the crossing



active transportation mobility modes (e.g. e-bikes). As part of the Plan, the New Mobility + Pedestrian Implementation Plan will also look to recommend improvements to the pedestrian and bicycle network which may include bike share programs, micro-transit systems, ride sharing programs, and others. The integration of these programs and technologies opens the door to better evaluation of active transportation needs and the effectiveness of implemented projects.

## Developing a Network of Safer Streets

In the last few years, Garden Grove has made strides to make its streets safer. These efforts include implementing education and enforcement programs to keep bicyclists safe on the roadways and help drivers reduce vehicles speeds within the community. The Garden Grove Active Downtown Plan is an opportunity to reevaluate collision data and look at countermeasures to improve the safety of the Downtown's current and future active transportation infrastructure.

KOA conducted a preliminary analysis of vehicle, pedestrian, and bicycle collisions to further understand the roadways in the Downtown study area. Between 2013 and 2017, 108 collisions occurred within the Downtown study area (TIMS). Pedestrian and bicyclist-involved collisions account for 20% (22) of all collisions. Of these collisions, 22% resulted in a fatality or the victims were severely injured. Approximately 30% of all collisions involved people under the age of 18, while approximately 13% involved community members above the age of 65.



**Map of Pedestrian and Bicycle Collisions Within the Downtown Study Area between 2013 and 2017**

The analysis showed that a high frequency of pedestrian and bicycle collisions occurred along Stanford Avenue (7), follow by Euclid Street (5). Meanwhile the intersection with the highest frequency of pedestrian and bicycle collisions is at Stanford Avenue and 9th Street (3).

These findings are startling considering the high volume of pedestrian volumes along Stanford Avenue. Points of interests that are located along Stanford Avenue include Garden Grove High School (which enrolled 2,345 students in the 2017-2018 school year), Garden Grove Main Library (a popular local destination), and Garden Grove Community Meeting Center. From field observations and local knowledge, students from Garden Grove High School frequently walk through Community Center Park to their destinations further south. KOA has conducted an initial analysis of Stanford Avenue to showcase our approach towards developing recommendations for the project.

## SCOPE OF WORK TASKS

### Task 1: Project Initiation & Coordination

#### Task 1.1, 1.2, and 1.3

The City will be responsible for the completion of these three tasks.

#### Task 1.4 Project Kick-Off Meeting with Project Team

Upon authorization to proceed, the KOA team will organize and lead a kick-off meeting with the City to initiate the project. This meeting serves as step one for the formal development of the **Garden Grove Active Downtown Plan (GGADP)**. The goal of the kick-off meeting will be to:

- Review and discuss project goals and objectives
- Finalize scope of work
- Confirm project schedule and details for reoccurring meetings
- Collect available relevant documents and information
- Establish staff communication and project management process

The kick-off meeting strives to establish an understanding of expectations and a path toward successful project execution through a discussion of project goals, objectives, schedule, and responsibilities. Prior to the kick-off meeting, the KOA team will prepare and circulate a draft agenda; comments for the draft agenda will be incorporated into the final meeting agenda. KOA will also prepare a Data and Document Needs Request Memorandum listing major items needed to complete Task 3 Inventory and



Analysis. This memorandum will include GIS data and key plan documents that are not readily available. Within one week of the meeting, KOA will provide meeting minutes that document key discussion topics, major decisions, and action items resulting from the kick-off meeting.

## Task 2: Outreach & Engagement

### Task 2.1 Community-Based Action Plan

KOA will prepare a Community-Based Action Plan (CBAP) that outlines strategies to engage Garden Grove community members in this project. One of the primary goals of the CBAP is to engage Garden Grove stakeholders in this participatory planning process so that the ideas and recommendations in the Garden Grove Active Downtown Plan is driven by and developed for the people who live, work, and play in the study area and nearby communities. The plan will include outreach strategies to reach out to the community and find key members who will become the community champions to not only voice the community concerns and needs, but to continue the outreach process with the community to increase the outreach efforts and obtain information from all community members in various areas surrounding the Downtown area.

The CBAP will be the guiding document for each of the outreach elements, and it may include the following components: 1) goals and objectives of the community engagement effort, 2) community stakeholders to conduct outreach toward, 3) community engagement strategies to publicize community meetings and other outreach strategies, and 4) Advisory Committee Meeting formation and logistics.

The strategies discussed in the Community-Based Action Plan will rest upon KOA's community engagement efforts for the Garden Grove Safe Routes to School project as well as the staff's local knowledge through their experience as residents and visitors to the city.

We anticipate the advisory committee to be comprised of members such as:

- City of Garden Grove- Community Services Department, Police Department, Department of Public Works
- Garden Grove Main Library
- Garden Grove Downtown Business Association
- Garden Grove Chamber of Commerce
- California Graduate School of Theology
- OCTA - OC Streetcar & Active Transportation

- Orange County Health Care Agency
- Concord Career College
- Coastline Community College
- Cal State Fullerton Garden Grove Center
- GEM Theater

## CEAP TIMELINE & MILESTONES



12 | Commerce Bicycle and Pedestrian Master Plan - CBAP

## Commerce Bicycle and Pedestrian Master Plan Community Engagement Plan

### Task 2.2 Advisory Committee Meetings

Once the Community-Based Action Plan is approved by the City, KOA will work with the City to form the Active Downtown Advisory Committee (ADAC). KOA will facilitate Advisory Committee meetings based on a reoccurring schedule (e.g. bi-monthly). While Advisory Committee meetings will primarily be held in-person, KOA will also host the meetings online (via GoToMeeting) to allow for flexibility and off-site participation by those unable to attend. We will also send out calendar invites and meeting agendas prior to each meeting, as well as meeting minutes and action items afterwards. At the conclusion of each meeting, we will provide meeting minutes to document the discussions that transpired and action items for the next meeting.

## PROCESS



The following chart presents prospective topics for each advisory committee meeting:

| MEETING # | PROSPECTIVE DISCUSSION TOPIC                                 |
|-----------|--|
| 1         | Project introduction, walk audit                             |
| 2         | Discuss "Pop-Up" events                                      |
| 3         | Discuss "Pop-Up" event results & review preliminary concepts |
| 4         | Review preferred concepts                                    |
| 5         | Review of administrative draft plan*                         |
| 6         | Review of draft plan**                                       |

\* Hold in conjunction with First Draft Plan Review Townhall as part of Task 5.1 Administrative Draft Plan

\*\*Hold in conjunction with Second Draft Plan Review Townhall as part of Task 5.2 Draft Plan

### Task 2.3 Publicity

KOA's outreach strategies will strive to garner strong public participation for the project. We will use both innovative and traditional techniques to reach Garden Grove's diverse communities. One of KOA's biggest assets that proved instrumental in the outreach effort for the Garden Grove Safe Routes to School project was having knowledgeable planning and engineering staff who can fluently communicate complex planning and engineering concepts in English, Spanish, and Vietnamese. Community members felt more comfortable and inclusive when staff had conversations in their native languages. KOA will provide translations in both in-person communication and printed or electronic media in English, Spanish, Vietnamese, and Korean. If additional staff is required for translation purposes, KOA will work with the City to retain personnel who is fluent in Korean and provide the necessary briefing on the project tasks to prepare for the event.

We will work closely with the Active Downtown Advisory Committee and the Project Management Team to develop the most effective outreach strategy for this project. All publicity undertakings will be conducted prior to "Pop-Up" events, surveys, and release of draft plans.

### Branding

To keep stakeholders engaged throughout the project, KOA will develop a project logo and branding; consistent branding and messaging will be used in various project awareness media (fliers, banners, web page, etc.) to continually inform community members with the project's

progress. The project-specific branding and messaging will help provide information to the community through consistent graphics, colors, and layouts so that the awareness media will be recognizable and associated with this project through the outreach process.

#### COLOR PALETTE:



### Branding for Morongo Basin ATP

#### Marketing Strategies

KOA will utilize several forms of outreach to engage the City's diverse communities. KOA will develop flyers, announcements, and broadcasts in Spanish, Vietnamese, Korean, and English that can be disseminated throughout the City. We will also work with the City to develop a web page for the project on the Garden Grove city website. We will collaborate with the City and nearby organizations to distribute material through their media resources such as the Garden Grove website and social media accounts, Alignable's Garden Grove Newsletter to business organizations, and Coastline Community College's newsletter.



**The City of Garden Grove invites you to:**  
La ciudad de Garden Grove lo invita a:  
Thành phố Garden Grove kính mời quý vị:

**Safe Routes to School Community Workshop:**  
Rutas Seguras a la Escuela Taller Comunitario:  
Đường Đến Trường An Toàn Hội Thảo Cộng Đồng:

**Hill Elementary**

**Interested in making your streets around the school safer? Your ideas and opinions will make a difference!**  
¿Esta interesado en hacer las calles alrededor de la escuela más seguras?  
¿Tus ideas y opiniones haran la diferencial?

Quan tâm làm đường phố xung quanh trường an toàn hơn không? Ý kiến của quý vị sẽ tạo ra sự tốt đẹp hơn.

**Hill Elementary**  
Multipurpose Room (MPR)  
9681 11th Street  
Garden Grove, CA 92843

**Wednesday, April 11, 2018**  
**2:30PM- 5:00PM**



### Flyer for Walking Safety Assessment

Hard copy notification materials will also be posted throughout the City at locations such as City Hall, Garden Grove Police Department, Community Meeting Center, Garden Grove Main Library, Trinity Christian School, GEM Theater, Concord Career College, Coastline Community College, Cal State Fullerton Garden Grove Center, Euclid Park, Community Center Park, Garden Grove Community Garden, Garden Grove High School, and Lincoln High Continuation High School.

## Outreach Material

KOA has developed several types of printed and digital material that have proved useful for marketing purposes. Working in close partnership with the Project Management Team, we will develop the following for this project:

- Multi-lingual flyers and mailers that will promote the “Pop-Up” events;
- Sign-in sheets, comment cards, presentation;
- Boards, meeting signage, or any other collateral as requested and/or determined

## Task 2.4 “Pop-Up” Events

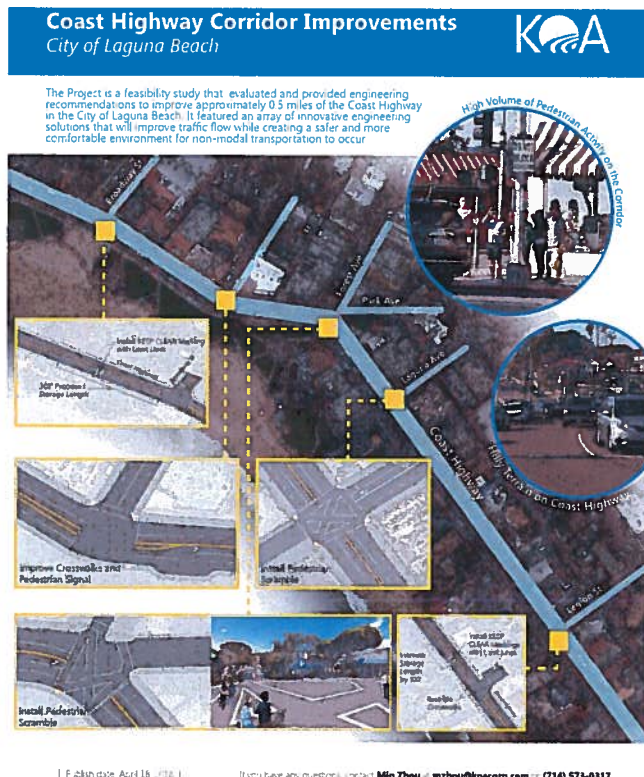
KOA will facilitate two (2) “Pop-Up” events to obtain input from Garden Grove stakeholders. The primary goal of the events is to engage Garden Grove’s community in a dialogue regarding the Project’s goals and objectives and create an opportunity for community members to provide meaningful feedback, so they can collaboratively develop a plan the community will be able to take ownership of.

We will use active transportation toolboxes, large format maps, and other interactive activities to engage participants in the discussion of both general and location-specific issues. To ensure a high level of inclusiveness, multilingual KOA Staff will be present at the events to engage in one-on-one and/or small group contact with meeting participants. KOA will prepare a summary report of the events which includes comments received and photos.

Staff will also collect surveys at the events. From our work on the SCAG Go Human Inland Empire project, we have developed a rigorous survey collection process which helped us captured more than 100 surveys per event. We will refine the process for this project to collect even more surveys.

We envision hosting one “Pop-Up” event at the Garden Grove Main Library. The library is a local destination that provides wide-array of programs for Garden Grove residents of all ages. For instance, the Head Start Storytime event is tailored towards young residents and their caregivers, while the Teen Movies and Anime event is intended for teenagers. We can collaborate with the library and the Re:Imagine Garden Grove team to coordinate the event.

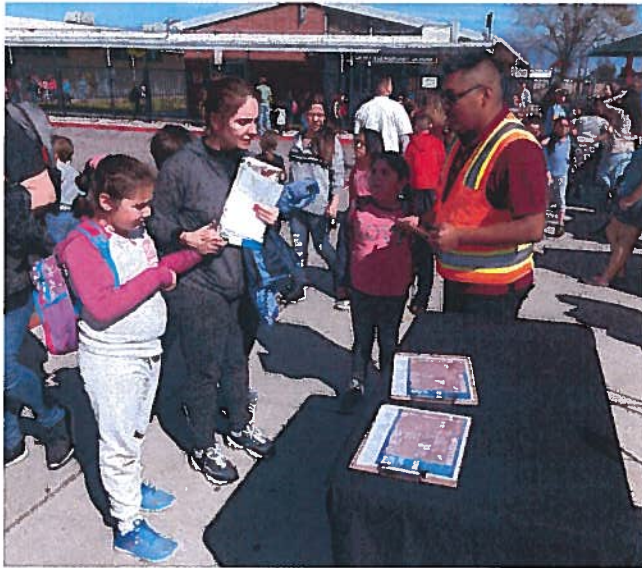
For the second event, we can tag onto annual events such as the annual Strawberry Festival which would already draw large crowds from the local and regional areas of the community. This event would provide the appropriate setting to obtain input from residents, employees, and visitors to the Downtown area. Many people who attend this event from the surrounding neighborhoods walk, bike, or use other modes of transportation which provides an opportunity to obtain input from all types of commuters.



## Fact sheet for Coast Highway Corridor Improvements Project

- A fact sheet/FAQ document to feature key project details, drawings, illustrations, maps and opportunities for public involvement. The fact sheet will be used as a handout at all meetings and will be available on the City’s website;





### KOA staff conducting outreach to a Latino family

### Task 2.5 Community Survey

KOA will develop and conduct community surveys to identify current barriers that deter them from using active transportation to and from, as well as, throughout the study area, and provide recommendations for improvements in Downtown Garden Grove. Many questions in the survey will have a list of options for survey users to choose from. This has been extremely helpful in past surveys, since we have found that community members may not necessarily recognize barriers that prevent them from partaking in active transportation, nor were they aware of the many transportation choices available to improve their environment. Surveys will be developed English, Spanish, Vietnamese, and Korean to reach a broad audience.

## Electronic Surveys

KOA will use Typeform to host the electronic survey. KOA has used the service for previous projects, including Morongo Basin Active Transportation Plan, Downtown Long Beach Parking Study, and Apple Valley SR-18 Enhancement Project. The online survey can incorporate a map that allows users to navigate to specific locations with the study area and identify barriers to walking or biking. Over the course of the year, KOA receive over 5,500 electronic responses using the tool.

# DOWNTOWN LONG BEACH / ALAMITOS BEACH PARKING SURVEY

**CITY OF  
LONG BEACH**

**You are a ...**

- ☐ Resident of Long Beach
- ☐ Visitor to Long Beach
- ☐ Employee working in Long Beach
- ☐ Business owner in Long Beach
- ☐ Other (please specify) \_\_\_\_\_

**Where do you live?**

City \_\_\_\_\_

Zip Code \_\_\_\_\_

**What is the main purpose of your trip to this area today?**

- ☐ Home / Work - err
- ☐ Shopping
- ☐ Entertainment
- ☐ Visit / Reunite
- ☐ Social / Recreation Purposes
- ☐ Educational pursuits
- ☐ Other (Please specify) \_\_\_\_\_

**If you don't live here, how many times a week are you in this area of Long Beach?**

- ☐ Once or less
- ☐ 2-3 (Please specify) \_\_\_\_\_
- ☐ 4-5
- ☐ 6-7

**Where were you just before coming to this area of Long Beach?**

City \_\_\_\_\_

**Zip Code:**

- ☐ Home
- ☐ Work (Please Specify) \_\_\_\_\_
- ☐ School

**If you live in Long Beach:**

**Do you own or rent?**

- ☐ Own
- ☐ Rent

**If you rent, how many units are in your building?**

**Do you have access to a garage?**

- ☐ Yes
- ☐ No

**If so, what is the garage used for?**

- ☐ Vehicle
- ☐ Other
- ☐ None

**Have you ever come to this area and left because there was no parking available within reasonable walking distance?**

- ☐ Yes
- ☐ No

**How many blocks are you willing to walk from where you parked to your destination?**

- ☐ Same block
- ☐ 2 blocks
- ☐ 1 city
- ☐ 3+ blocks

**How do you usually get to the area of Long Beach?**

- ☐ Car / Truck / Van (drive alone)
- ☐ Car / Truck / Van (carpool)
- ☐ Bus
- ☐ Train / Rail
- ☐ Walk
- ☐ Bike
- ☐ Bikeshare (e.g. Uber Lyft)
- ☐ Other (please specify) \_\_\_\_\_

**How did you get to this area of Long Beach today?**

- ☐ Car / Truck / Van (drive alone)
- ☐ Car / Truck / Van (carpool)
- ☐ Bus
- ☐ Train / Rail
- ☐ Walk
- ☐ Bike
- ☐ Bikesare (e.g. Uber Lyft)
- ☐ Other (please specify) \_\_\_\_\_

**If you drove today:**

**Where did you park?**

- ☐ Street Parking
- ☐ U-Pickup / Drive-Up Lot
- ☐ Surface Parking lot
- ☐ Garage / Valeting Structure
- ☐ Other (please specify) \_\_\_\_\_

**Did you pay for parking?**

- ☐ Yes (how much?) \$\_\_\_\_\_ / hr.
- ☐ No

**How many minutes did it take for you to find parking?**

- ☐ Less than 5 min
- ☐ 5-15
- ☐ 15-30
- ☐ 30-45
- ☐ More than 45

**How long are you going to be parked for?**

- ☐ < 15 minutes
- ☐ 15-30 minutes
- ☐ 30-45 minutes
- ☐ 1-15 hours
- ☐ 15-24 hours

**How far are you parked from your destination?**

- ☐ Same block
- ☐ 2 blocks
- ☐ 1 mile
- ☐ 3+ miles

**HELP US LEARN MORE!**

**Do you have any suggested improvements?**

(Write at least two apply)

- ☐ Increase Parking Supply
- ☐ Manage Parking Restrictions
- ☐ Improve Pedestrian Access
- ☐ Increase Parking Enforcement
- ☐ Residential Permit Parking
- ☐ Parking Validation
- ☐ Bikeshare / e-Bike Share
- ☐ Informational Maps
- ☐ Improved Handicap Parking
- ☐ Other \_\_\_\_\_

**How do you identify yourself?**

- ☐ Female
- ☐ Male
- ☐ \_\_\_\_\_

**Race / Ethnicity**

(check all that apply)

- ☐ White
- ☐ Asian American
- ☐ Black or African American
- ☐ Hispanic or Latino
- ☐ Native American
- ☐ Other \_\_\_\_\_

**Age**

- ☐ < 7
- ☐ 7-14
- ☐ 15-24
- ☐ 25-34
- ☐ 35-44
- ☐ 45-54
- ☐ 55-64
- ☐ 65+

</

**Thank you for participating in our survey! If you additional comments, feel free to write them on the back.**

## Downtown Long Beach Parking Study Intercept Survey

## Project GIS Online Outreach Tool

KOA will also develop a project-specific GIS web app available to the community and participants who cannot attend the outreach events. The app will allow the community to submit comments and pictures directly to the GIS-based website where their comments and observations will be geocoded as part of the public comment record and for use in developing the conceptual plans and implementation projects. The app will be accessible through a web link and a QR code that will be included in all flyers, and other collateral materials including electronic formats, such as the website and online communication applications.



**Electronic Survey Using the Typeform Application**



**Garden Grove SRTS Project GIS Web App**

## Survey Distributions

As discussed above, physical copies will be available at the "Pop-Up" events. We will also collaborate with members of the Active Downtown Advisory Committee and the local organizations/ civic institutions identified in

Task 2.4 Publicity to distribute the survey through their networks. We have found that more community members participate in surveys when they receive encouragement from community figures whom they are familiar with. For instance, for the Garden Grove Safe Routes to School, we worked with administrations from both Garden Grove Unified School District and each respective school involved in the project to distribute paper surveys. Through the effort, we collected more than 1,250 parent surveys across 6 schools. We will coordinate with the City to refine this approach to distribute the surveys for this project.

## Task 2.6 Community Feedback Summary

Feedback gathered from the community outreach effort will be presented to the Project Management Team and the Active Downtown Advisory Committee at each monthly/ bi-monthly meeting. KOA will summarize the findings through aesthetically-appealing yet informative fact sheets or infographics for the PMT and ADAC to easily comprehend.

## **Task 3: Inventory & Analysis**

### Task 3.1 Review Relevant Plans & Studies

Prior to assessing the needs of the Garden Grove Active Downtown Plan, we need to first understand the existing context of the plan. From our experience of providing services to Garden Grove, Westminster, Anaheim, and Irvine we have gained a thorough understanding of the policy context that pertains to this project. As part of this project, we plan to review the following list of plans and studies:

- Garden Grove Active Streets Master Plan
- Garden Grove General Plan
- Re: Imagine Garden Grove Open Streets event
- Garden Grove Public Works Standard Plans
- OC Streetcar documents
- OCTA OC Active Plan (pending availability)
- OCTA District 1 & 2 Bicycle Strategic Plan
- SCAG Regional Transportation Plan/ Sustainable Communities Strategy
- Other available and relevant documents

As discussed on Task 1.4 Kick-Off Meeting, KOA will prepare a Draft Data and Document Needs Request Memorandum for the Kick-Off Meeting. Working with the City, we will finalize a list of relevant city plans, studies, and documents that KOA will review. Following that effort, we will develop a Final Data and Document Needs Request Memorandum, so KOA can obtain the documents needed to complete the subtask.



## Task 3.2 Walk Audit with Advisory Group

KOA has conducted more than 200 walk audits across Southern California and is thoroughly familiar with the process for organizing and conducting successful events. We will conduct one walk audit as part of the first Advisory Committee meeting to identify and assess existing conditions in the study area. We will provide the following services in preparation of the walk audit:

1. Coordination with Project Management to set dates and times for conducting the audit
2. Preparation of fliers to advertise the event
3. Preparation of walk audit work sheets and maps
4. Preliminary field observations for existing conditions
5. Preparation of large format meeting maps and sign-in sheets for collecting contact information

At the walk audit, we will lead participants through key activities and conflict points adjacent to the major destinations such as City Hall, Garden Grove Main Library, Cal State Fullerton Garden Grove campus, Community Center Park, and Historic Main Street to identify areas for improvement. After the walk, we will have a group discussion at the meeting location to discuss the findings and potential improvements. As discussed in Task 2.2 Advisory Committee, we will provide a report along with photo documentation of the event.



**KOA staff leading a Walk Audit**

## Task 3.3 Multimodal Traffic Analysis

The KOA Team will work with the City and the Advisory

Committee to identify up to nine (9) intersections and corridors to collect vehicle, bike, and ped counts over the course of three days to understand travel patterns in the study area. These intersections and corridors may include informal routes such as paths through Community Center Park and Euclid Park that were created by pedestrians and bicyclists to quickly, conveniently, and comfortably traverse through the study area.

After we collected the travel data, we will perform a Multi-Modal Traffic Analysis. The analysis will focus on up to nine (9) intersections and will evaluate existing and existing plus project conditions. The following methodologies will be used for each component:

1. Bicycle/Pedestrian – Highway Capacity Manual as well as qualitative discussion including crossing times, availability of bike lanes, FHWA Intersection Safety Indices, and perceived safety.
2. Automobile – Highway Capacity Manual delay-based calculations.

## Task 3.4 Existing Conditions and Detailed Field Review

To comprehend the existing conditions of the study area, KOA recognizes the necessity to collect both planning-level and engineering-level data. We will work with the City to collect the list of data requested in the Data and Document Needs Request Memorandum that would be distributed as part of Task 1.4: Project Kick-Off Meeting with Project Team.

### Planning-Level Data Collection

Planning-level data collection effort will focus on understanding bigger picture questions such as:

- Where people are coming from;
- What are their travel behavior patterns;
- Who are the community members using the amenities and infrastructure located within the study area;
- What are current and proposed projects within and near the study area;
- Where are conflict points between pedestrians, bicyclists, and motorists.

KOA will begin the data collection effort by building upon the database of information that we have collected for past Garden Grove projects such as the Safe Routes to School project. Through the effort, we have collected demographic data that is inclusive of Median Household Income, race, age, and commute patterns; pedestrian,



## Pedestrian Level of Comfort Analysis

bicycle, and vehicle collision data; health data such as asthma rates and cardiovascular disease rates; existing and planned pedestrian and bicycle projects; and schools and points of interests. We will analyze the collected data for the Garden Grove Active Downtown Plan study area, as well as collect new pertinent information specific to the downtown area.

### Engineering-Level Data Collection: Field Review

KOA's licensed engineers are skilled at conducting field review to document the physical environment in order to develop engineering plans. KOA will request from the City record drawings to research existing right-of-way maps, as-built plans, and utility plans. Our rigorous field review process includes reviewing the following:

- Right-of-way
- Roadway width

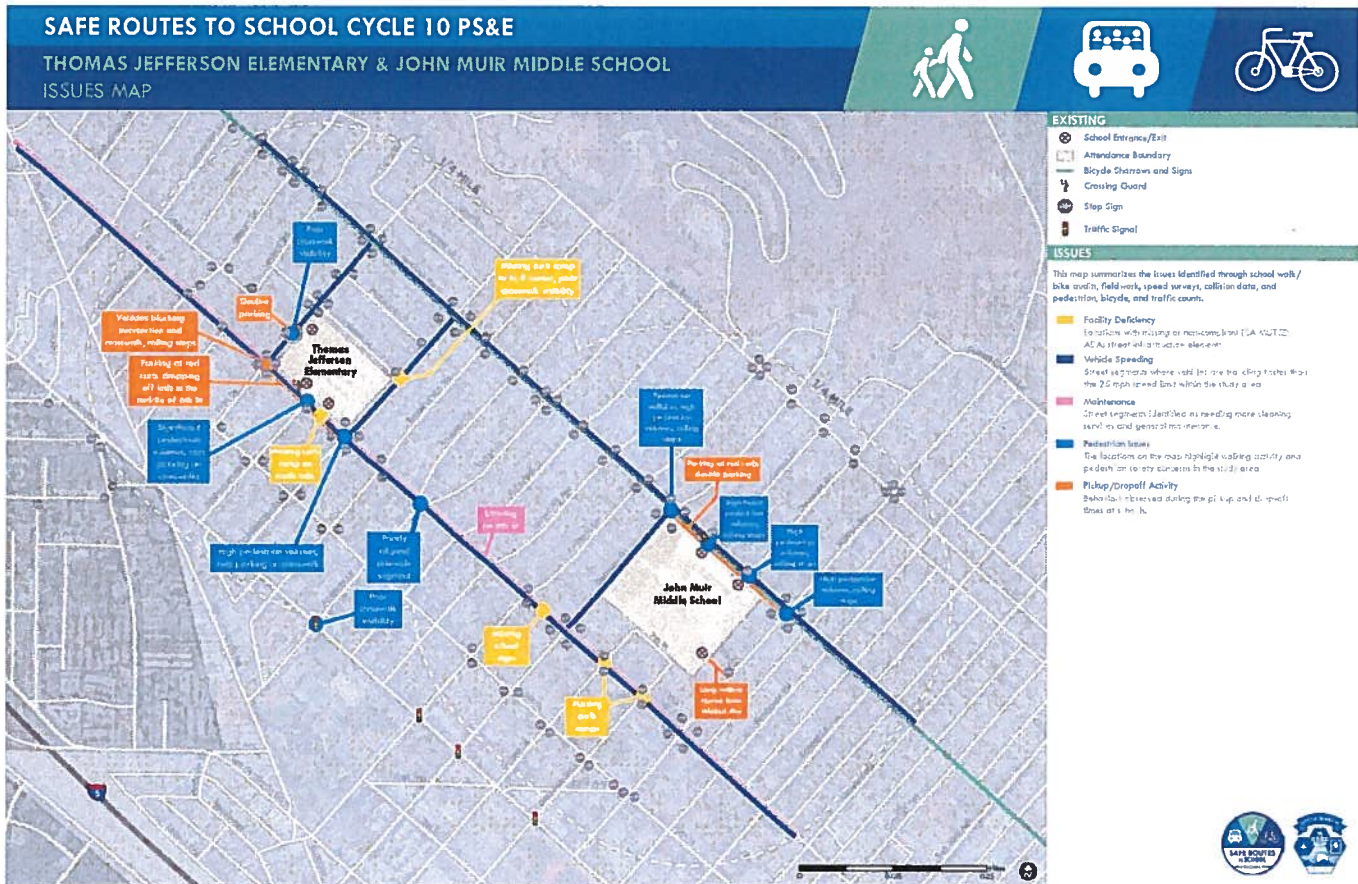
- Pavement conditions
- ADA compliance
- Lighting
- Utilities
- Traffic signal
- State, regional, and local design standard compliance
- Nature and/or cultural resources

All data obtained will be mapped for collateral materials for outreach events and meetings with the Advisory Committee, City Council, and Project Management. The data will also be useful in developing a final plan that is not only innovative, but also functional, implementable, and constructible.

### Task 3.5 Opportunities and Constraints

KOA will analyze and synthesize the information from subtasks 3.1, 3.2, 3.3, and 3.5, and develop an





**Map of Issues Identified at a Study Area**

Opportunities and Constraints Map Package. Through our past projects, KOA anticipates receiving large quantities of information from the policy review, walk audit with Advisory Committee, and data collection effort. As such, KOA envisions a package of maps that breaks down the study area into different segments, so it can clearly document all the information gathered.

The Map Package will begin with an overview map and will discuss common issues and concerns that are prevalent throughout the study area. Following that, KOA will develop a map for each of the segments. Potentially known as Segment Maps, these maps will discuss issues/constraints along the corridor, and identify potential improvements at specific locations, as well as limitations toward implementation.

KOA will represent the contents in the Map Packages in multiple ways, so they can be adapted for outreach

purposes, as well as inclusion in the final plan.

### *Task 3.6 Demand, Equity, and GHG Reduction Analysis*

The KOA Team, inclusive of Translutions, will conduct a Demand, Equity, and GHG Reduction Analysis to assess the impact of the proposed improvements on providing access to the study area for disadvantaged and underserving communities, forecast the amount of new users generated from the proposed improvements, and evaluate potential reduction in GHG emissions from the proposed project.

The Vehicle Miles Traveled (VMT) reductions will be calculated for the project area instead of at a Citywide or Countywide level. The Baseline VMT will be identified based on the VMT of the project area from the Orange County Transportation Analysis Model (OCTAM). The VMT reductions will be calculated based on the following factors included in the California Air Pollution Control Officers



Association (CAPCOA) Handbook and California Emissions Estimator Model (CalEEMod):

- Improved Walkability Design
- Improvements to Pedestrian & Bicycle Network
- Traffic Calming Measures
- NEV Network
- Improved Transit Access (Active Transportation Connections to OC Streetcar is listed in the Grant Application)

## Task 3.7 Develop Evaluation Criteria

Working closely with the City and Active Downtown Advisory Committee, KOA will develop a preliminary set of evaluation criteria to assess the concept ideas in Task 4: Alternatives. Upon conclusion of the outreach effort, we will finalize the evaluation criteria and present them to the City and Advisory Committee for approval. Through this process, we can develop a final list of projects that utilize an objective approach.



Morongo Basin ATP - Prioritization/Ranking Criteria

| Category             | Topic                                   | Definition   | Measured by  |
|----------------------|---|--|--|
| Network Connectivity | System-wide Significance (City Council) | Quantifies the impact of pedestrian and bicycling infrastructure improvements proposed that close gaps, address existing barriers, and overall improve safe routes to school.                          | Score based on the presence or absence of dedicated pedestrian and bicycling facilities along the corridor, and transit connections      |
|                      | Safety (Department of Public Works)     | Additional collisions during high volume corridors or poor existing conditions and potential safety hazards for those walking and bicycling  | Number of pedestrian- and bicycle-involved collisions within an LID buffer of the designated corridor (3 yr TBV's normalized)            |
|                      | Public Transit to Work                  | Quantifies the number of people who use the bus or transit to work, quarter-mile from each corridor, normalized by quarter-mile population / area  | Score based on the number of people who ride the public transit to work divided by total worker population normalized                    |
|                      | Walk to Work                            | Number of people who walk to work  | Score based on the number of people who walk to work divided by total worker population normalized                                       |
| Health               | Bike to Work                            | Number of people who bicycle to work   | Score based on the number of people who bike to work divided by total worker population normalized                                       |
|                      | Number of Attractions                   | Quantifies the number of activity centers/destinations the pedestrian and bicycle access such as retail, schools, parks, public services, bus and transit stops within a quarter mile of each corridor | Score based on the number of attractions within a quarter mile of each corridor  |
|                      | Population Density                      | Quantifies the number of people living within a quarter-mile from each corridor  | Score based on number of people living within a quarter mile from each corridor normalized by total population                           |
|                      | Employment Density                      | Quantifies the number of people working within a quarter mile from each corridor   | Score based on number of people working within a quarter mile from each corridor normalized by total population                          |
|                      | School Enrollment                       | Number of students enrolled along corridor represented schools   | Score based on the total number of students enrolled divided by the number of school represented (average student enrollment) normalized |
|                      | Number of Adjacent Schools              | Quantifies the number of schools within 1/4 mile of corridor   | Presence/Absence   |
| Equity               | Disadvantaged Community                 | Using the California Screen 3.0 to gauge disadvantaged communities and environmental conditions  | California Screen 3.0 % Score (above 75%)  |
|                      | Vehicle Ownership                       | Vehicle ownership within the tract that the corridor along the corridor represent  | Number of households with one vehicle or less  |
| Support              | Community Support                       | The project has shown diverse (e.g. broad community support) previously or during project  | Presence/Absence   |
| Facilitation         | Resource Synergy                        | Partnered for cost sharing and coordination with other agencies; opportunities to implement pedestrian/bicycling facilities as part of other infrastructure projects would generate efficiencies       | County and KCM judgement   |
|                      | Benefit Cost Ratio                      | Ability to monitor policy and mobility benefits relative to the total project cost   | Presence/Absence   |
| Feasibility          | Project Feasibility                     | The project requires a sustainable quantity of feasibility as assessed by engineering judgement (e.g. ROW availability, easements, etc)  | Engineering judgement of assessed feasibility  |

## Morongo Basin ATP Prioritization Table

The Evaluation Criteria will be composed of several components that aim at achieving the project's goals and objectives. Each component will have a composite score which is derived from smaller subcategories. For instance, a potential evaluation criteria component can be "Healthy

Downtown". The subcategories in this component can include factors that contribute to a healthier Downtown Garden Grove such as GHG emissions, physical activity, and pedestrian comfort/ bicycle level of stress. For each component and subcategory, KOA will provide a description, proposed methodology to calculate the criteria, maximum score, and policy objectives that the criteria will meet. The evaluation criteria will be developed to address the needs of the City and community in order to select and develop the appropriate concept plan for the Downtown area.

## Task 4: Alternatives

### Task 4.1 Develop Concepts

Based upon the analyses from Task 3 Inventory and Analysis, KOA will provide three preliminary concept ideas to initiate the discussion towards the development of the final plan. The primary purpose of the preliminary concept ideas is to provide Garden Grove community members with the tools and capabilities to imagine the potential of Downtown Garden Grove. The final plan can incorporate elements found in each of the concept ideas.

Potential concept ideas include a downtown that is focused on: 1) pedestrian and bicyclists safety and comfort, 2) embracing new technologies and ideas such as micro-transit, curb management, floating bike lanes, bike sharing, and ride sharing, and 3) activating hotspots/ local destinations.

The concept ideas will be presented to the Project Management Team at the monthly meeting and to the Active Downtown Advisory Committee at a bi-monthly meeting. Other key stakeholders will be invited to either meetings to provide feedback.



Planning-level improvement recommendations

At each meeting, KOA will prepare exhibits that includes a map and cross-sections, fact sheet for meeting attendees to take home, and if warranted, PowerPoint presentation to briefly introduce each concept idea. We will document specific ideas that meeting attendees approved of, and incorporate them into the final plan.

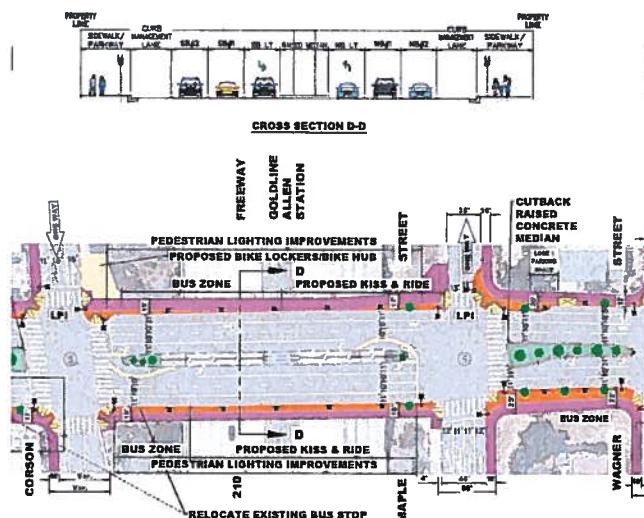
## Task 4.2 Evaluation on Concepts

Following Subtask 4.1, KOA will evaluate each of the proposed alternative based on the evaluation criteria developed in Subtask 3.7 Develop Evaluation Criteria. Majority of the effort will involve the use of GIS to conduct analyses of the data that we collect for Task 3 Inventory and Analysis. We will discuss the findings from the evaluation effort and comments received from the Advisory Committee meeting with the Project Management Team prior to developing the preferred concepts.

## Task 4.3 Develop Preferred Concepts

After we receive the feedback from the Project Management Team, KOA will refine a chosen preliminary concept idea, and develop the preferred concept plan(s) in AutoCAD that include civil improvements and signing/stripping. The concept plan(s) will include planning level and preliminary engineering level details which will include items such as right-of-way, roadway width, ADA compliance, utilities, and include measurements for each improvement. KOA will develop corridor layout, typical cross-sections for different locations along the corridors in the study area that satisfy the City's expectation and comply with current State and local standards. We will collaborate with the Project Management Team and Advisory Committee to choose the preferred concept plan elements and details.

During the development of the preferred concept plan, KOA will coordinate with the Planning and Engineering departments to reach consensus of potential improvements and to gather all necessary information required in developing the final concept plan. KOA understands that the concept plans will be planning and conceptual design level plans and will provide the necessary information to develop that level of concept plans. KOA will also include additional design details such as spot treatment concept designs so the PMT, City, and community understand what the improvements will look like and their potential dimensions.



**Concept plan for Allen Station Gold Line Safety Enhancements Project**

## Task 4.4 New Mobility + Pedestrian Implementation Plan

KOA will prepare a New Mobility and Pedestrian Implementation Plan once the preferred concept plan has been chosen. The Plan will include a more refined rendition of the preferred concept plan based on comments received through the review process. The Plan will include discussions on implementation procedures, priorities, and detailed descriptions of the preferred concept plan. The Plan will provide the City with a road map of the implementation process of the proposed improvements.

KOA will also explore new mobility options such as micro-transit and ride sharing, bike sharing, transportation network services (UBER, LYTF), placemaking elements, and tactical urbanism ideas that the City can incorporate into the study area to transform the downtown area into a lively destination for pedestrians and bicyclists to comfortably traverse to. There are many types of new mobility options available that have been used in Downtown areas that will be explored to determine the best options for the Garden Grove Downtown area. For example, Free Ride is a shuttle services operated by advertisement funds which provides free shuttle services within a study area, typically a downtown area. This type of new mobility tool can help provide access across the Downtown area for residents, employees, and visitors without having to drive their vehicles, search for parking, helping to reduce vehicle traffic and greenhouse gas emissions for a healthier



environment.

## Engineering Improvements Toolbox



## Engineering Improvements Toolbox



## Engineering Improvements Toolbox - Close-up

### Task 5: Active Downtown Plan

#### Task 5.1 Administrative Draft Plan

KOA will prepare a Garden Grove Active Downtown Plan Administrative Plan from the assembled information and deliverables from Tasks 2-4 and comments received from the Project Management Team. We will present the administrative draft plan to the Project Management

Team for review and comments. Once we receive the feedback, we will work with the PMT to host the First Draft Plan Review Townhall. Key stakeholders such as city staff, Caltrans staff, city council members, and commissioners will be invited to offer their input on the Administrative Draft Plan.

The Townhall will be led by KOA project manager, Mr. Frank Barrera, and principal-in-charge, Ms. Min Zhou. Both Mr. Barrera and Ms. Zhou have extensive experience delivering project update presentations to governing bodies across Southern California.

#### Task 5.2 Draft Plan

Upon completion of Task 5.1 Administrative Draft Plan, KOA will incorporate comments received and produce a Draft Plan. The Draft Plan will be presented for final comments and feedback to the City Council, relevant commissioners, and other important stakeholders at the Second Draft Plan Review Townhall. Working with the City, KOA will post the Draft Plan on the project website. We will provide a short survey alongside the Draft Plan to afford community members the final opportunity to give feedback on the plan. They will have a one-month period to give their feedback.

#### Task 5.3 Final Plan

KOA will synthesize the feedback received in Task 5.2 Draft Plan to develop the Final Plan. We will also work with the City to upload the document on the project website. We will provide the City with a physical copy, along with digital submittal. KOA anticipates developing the report in Adobe InDesign; as such, we will also provide the City with an Adobe InDesign package with all links and fonts should the City wish to make any edits to the document.

#### Task 5.4 Plan Adoption

KOA will present the Final Plan to the City Council for adoption. Mr. Barrera and Ms. Zhou will be the key members to conduct the presentation. They have presented in front of City Councils across Southern California and are skilled at giving presentations. They will collaborate with Garden Grove staff on this subtask to answer any critical issues that City council members may have.

### Task 6: Fiscal & Project Management

#### Task 6.1 Invoicing

KOA will submit completed monthly invoice packages and progress reports to the City. We have provided planning

and engineering services to the City of Garden Grove for multiple projects; as such, we are thoroughly familiar with the administrative procedures for invoicing.

## *Task 6.2 Quarterly Report*

We will also provide the City with quarterly progress reports along with the invoice packages. In particular, each progress report will detail the project's status by documenting (1) accomplished work for that quarter, (2) anticipated and ongoing work for the next quarter, (3) any issues/concerns, and (4) progress and major milestones in relation to the project schedule.

## *Task 6.3 Project Coordination and Monthly Meetings*

KOA will work with the City Project Manager (PM) to establish a Project Management Team (PMT) and project management and coordination procedures. KOA's Project Manager, Mr. Frank Barrera, will be the main contact person for all project management, administration, and coordination. These tasks include generating subcontracts, establishing invoicing procedures, and scheduling conference calls/ meetings among team members.

We will schedule reoccurring monthly progress meetings with the City's Project Manager to provide updates on the project's status and ensure that the Garden Grove Active Downtown Plan will meet the community's needs. At the meetings we will coordinate project logistics, review deliverables and achievements from the previous month, and discuss upcoming events and deliverables. These meetings will be held through a combination of in-person meetings and conference calls (as the project necessitates). KOA will be responsible for sending out calendar invites and agendas will be prepared and emailed to all project team members 48 hours in advance of any meetings. Meeting minutes with action items will be send out to the project team within one week of each meeting.

We understand that certain stakeholders can offer valuable feedback to advance the project. Contingent on the topic of the progress meetings, we will work with the PMT to invite project stakeholders such as OCTA, OC Streetcar Staff, city staff from nearby jurisdictions, and staff from other city departments to the meetings and/or conference calls.

## **PRELIMINARY SCHEDULE.**

KOA's proposed preliminary schedule is provided on the following page.

## **Cost Control & Budgeting Methodology**

### **OVERVIEW**

When a client has accepted a KOA proposal, the KOA representative will begin the New Contract Process including NTP or signed contract.

### **PROCEDURE**

3. Verify that all the information has been completed and identified.
4. If it is not complete, return to the CM with instructions to complete the form.
5. If it is complete, forward the form and it's attachments to the A/R Manager for approval and signature.
6. When the documents are returned to the accounting office, follow the following Procedures in the AR Manual:
  - a. Creating a Contract in "Advantage"
  - b. Create a New Customer in Advantage
  - c. Creating New Billing Formatting Advantage
  - d. Creating a Contract in Advantage

### **PROCEDURE FOR TRACKING INVOICES**

1. After posting all the current month time sheet and expense reports in advantage you are ready to create tentative billing.
2. Send all tentative billing to KOA CM for approval, make necessary correction.
3. Print current month billing.
4. Send billing including time sheet and expense reports to the City.
5. On the tenth (10th) of the month after invoices have been sent to the client, the controller calls all the contacts and verifies that the invoice was received. If at that time they have any questions, controller is to answer the question (if possible) or take down the question, locate the project manager, and have the question answered. Controller will then call the contact back and provide client with response.
6. Controller is to get an approximate processing date from the contact when applicable.
7. If the controller is unable to get a response to the inquiry, controller will call the KOA contact or CM and request that they follow up with the client contact on the status of the invoice.

| PROJECT SCHEDULE   | Responsible Party | 2019 |     |     |     |     |     |     |     |     |     |     |     | 2020 |     |
|--|-------------------|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|
|  |                   | JAN  | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | JAN  | FEB |
| TASK 1: PROJECT MANAGEMENT   |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 1.1: Project Kick-Off Meeting with Caltrans                       | City              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 1.2: FRP for Consultant ServicesProject Coordination and Meetings | City              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 1.3: Progress Coordination  | City              |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 1.4: Project Kickoff Meeting with Project Team                    | KOA / City        | ●    |     |     |     |     |     |     |     |     |     |     |     |      |     |
| TASK 2: COMMUNITY OUTREACH   |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 2.1: Community-Based Action Plan                                  | KOA / City        |      | ★   |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 2.2: Advisory Committee Meetings                                  | KOA / City        |      | ●   |     | ●   |     | ●   |     | ●   |     | ●   |     | ●   |      |     |
| Task 2.3: Publicity  | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 2.4: "Pop-Up" Events  | KOA / City        |      |     | ●   |     | ●   |     |     |     |     |     |     |     |      |     |
| Task 2.5: Community Survey   | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 2.6: Community Feedback Summary                                   | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| TASK 3: EXISTING CONDITIONS DATA COLLECTION AND NEEDS ASSESSMENT       |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.1: Review of Relevant Plans and Studies                         | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.2: Walk Audit with Advisory Group                               | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.3: Multimodal Traffic Analysis                                  | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.4: Existing Conditions and Detailed Field Review                | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.5: Opportunities and Constraints                                | KOA               |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.6: Demand, Equity and GHG Reduction Analysis                    |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 3.7: Develop Evaluation Criteria                                  |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| TASK 4: ACTIVE TRANSPORTATION NETWORK AND PROGRAM                      |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 4.1: Develop Concepts   | KOA               |      |     |     |     | ★   |     |     |     |     |     |     |     |      |     |
| Task 4.2: Evaluation of Concepts                                       | KOA               |      |     |     |     |     | ★   |     |     |     |     |     |     |      |     |
| Task 4.3: Develop Preferred Concepts                                   | KOA               |      |     |     |     |     |     | ★   |     |     |     |     |     |      |     |
| Task 4.4: New Mobility + Pedestrian Implementation Plan                | KOA               |      |     |     |     |     |     |     | ★   |     |     |     |     |      |     |
| TASK 5: ACTIVE TRANSPORTATION PLAN                                     |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 5.1: Administrative Draft Plan                                    | KOA               |      |     |     |     |     |     |     |     | ★   | ●   |     |     |      |     |
| Task 5.2: Draft Plan   | KOA               |      |     |     |     |     |     |     |     |     |     | ★   | ●   |      |     |
| Task 5.3: Final Plan   | KOA               |      |     |     |     |     |     |     |     |     |     |     | ★   | ●    |     |
| Task 5.4: Plan Adoption  | KOA/City          |      |     |     |     |     |     |     |     |     |     |     |     | ●    |     |
| TASK 6: FISCAL MANAGEMENT  |                   |      |     |     |     |     |     |     |     |     |     |     |     |      |     |
| Task 6.1: Invoicing  | KOA               |      | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★    | ★   |
| Task 6.2: Quarterly Reports  | KOA / City        |      |     | ★   |     |     | ★   |     |     | ★   |     |     | ★   |      |     |
| Task 6.3: Project Coordination and Monthly Meetings                    | KOA / City        |      | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★   | ★    | ★   |

Note: Schedule may change due to City preferred dates

★ Deliverables  
 ● Meetings  
 ● Community Meeting  
 KOA Task / Progress  
 City Review

**Attachment "B"**  
**Project Pricing Sheet**



# City of Garden Grove Active Downtown Plan KOA Pricing Proposal

| KOA Corporation  |                   |                           |                              |                              |          |           |            |             |         |          |           | Total per Task/Subtask | % of Project Total |
|--|-------------------|---------------------------|------------------------------|------------------------------|----------|-----------|------------|-------------|---------|----------|-----------|------------------------|--------------------|
| PM   | PIC / OAC Manager | Senior Planner / Engineer | Associate Planner / Engineer | Assistant Planner / Engineer | Support  | KOA Labor | KOA Direct | Transitions |         |          |           |                        |                    |
| Task 1 – Project Initiation & Coordination                               |                   |                           |                              |                              |          |           |            |             |         |          |           |                        |                    |
| Task 1.1 – Project Kick-Off Meeting with Caltrans (City of Garden Grove) |                   |                           |                              |                              |          |           |            |             |         |          |           |                        |                    |
| Task 1.2 – RFP for Consultant Services (City of Garden Grove)            |                   |                           |                              |                              |          |           |            |             |         |          |           |                        |                    |
| Task 1.3 – Progress Coordination (City of Garden Grove)                  |                   |                           |                              |                              |          |           |            |             |         |          |           |                        |                    |
| Task 1.4 – Project Kick-off Meeting with Project Team                    |                   | 8                         | 8                            | 8                            |          | 4         |            | \$5,088     | \$100   | \$780    | \$5,968   |                        | 2%                 |
| Task 2 – Outreach & Engagement   |                   |                           |                              |                              |          |           |            |             |         |          |           |                        | 25%                |
| Task 2.1 – Community-Based Action Plan                                   |                   | 8                         |                              | 18                           |          | 32        |            | \$79,924    | \$3,400 | \$0      | \$83,324  |                        |                    |
| Task 2.2 – Advisory Committee Meetings                                   |                   | 24                        | 18                           | 16                           |          | 24        |            | \$13,558    | \$300   |          | \$13,858  |                        |                    |
| Task 2.3 – Publicity   |                   | 24                        | 18                           | 32                           |          | 80        | 8          | \$22,926    | \$800   |          | \$23,726  |                        |                    |
| Task 2.4 – "Pop-Up" Events   |                   | 24                        |                              | 16                           |          | 40        | 8          | \$11,576    | \$1,200 |          | \$12,776  |                        |                    |
| Task 2.5 – Community Survey  |                   | 24                        |                              | 16                           |          | 80        |            | \$15,040    | \$800   |          | \$15,840  |                        |                    |
| Task 2.6 – Community Feedback Summary                                    |                   | 18                        |                              | 10                           |          | 40        |            | \$8,860     | \$300   |          | \$9,160   |                        |                    |
| Task 3 – Inventory & Analysis  |                   |                           |                              |                              |          |           |            |             |         |          |           |                        | 19%                |
| Task 3.1 – Review of Relevant Plans and Studies                          |                   | 4                         |                              | 4                            |          | 24        |            | \$33,644    | \$1,400 | \$27,885 | \$62,929  |                        |                    |
| Task 3.2 – Walk Audit with Advisory Group                                |                   | 8                         |                              | 8                            |          | 16        |            | \$4,360     |         |          | \$4,360   |                        |                    |
| Task 3.3 – Multimodal Traffic Analysis                                   |                   | 4                         | 4                            | 4                            |          | 4         |            | \$2,748     | \$1,200 | \$11,895 | \$15,843  |                        |                    |
| Task 3.4 – Existing Conditions and Detailed Field Review                 |                   | 8                         |                              | 8                            |          | 18        | 8          | \$6,276     | \$200   |          | \$6,476   |                        |                    |
| Task 3.5 – Opportunities and Constraints                                 |                   | 8                         |                              | 8                            |          | 24        | 8          | \$6,888     |         |          | \$6,888   |                        |                    |
| Task 3.6 – Demand, Equity and GHG Reduction Analysis                     |                   | 4                         | 4                            | 4                            |          | 4         |            | \$2,748     |         | \$15,990 | \$18,738  |                        |                    |
| Task 3.7 – Develop Evaluation Criteria                                   |                   | 8                         | 4                            | 8                            |          | 18        | 8          | \$6,192     |         |          | \$6,192   |                        |                    |
| Task 4 – Alternatives  |                   |                           |                              |                              |          |           |            |             |         |          |           |                        | 24%                |
| Task 4.1 – Develop Concepts  |                   | 18                        | 8                            | 18                           |          | 30        | 24         | \$78,276    | \$400   | \$0      | \$78,676  |                        |                    |
| Task 4.2 – Evaluation of Concepts  |                   | 18                        | 8                            | 14                           |          | 18        | 24         | \$19,988    | \$200   |          | \$20,188  |                        |                    |
| Task 4.3 – Develop Preferred Concepts                                    |                   | 12                        | 8                            | 18                           |          | 24        | 24         | \$15,652    |         |          | \$15,652  |                        |                    |
| Task 4.4 – New Mobility + Pedestrian Implementation Plan                 |                   | 24                        | 8                            | 24                           |          | 80        | 24         | \$20,300    | \$200   |          | \$20,500  |                        |                    |
| Task 5 – Active Downtown Plan  |                   |                           |                              |                              |          |           |            |             |         |          |           |                        | 20%                |
| Task 5.1 – Administrative Draft Plan                                     |                   | 32                        | 18                           | 24                           |          | 84        | 32         | \$65,480    | \$800   | \$0      | \$66,280  |                        |                    |
| Task 5.2 – Draft Plan  |                   | 24                        | 14                           | 18                           |          | 42        | 18         | \$28,014    | \$200   |          | \$28,214  |                        |                    |
| Task 5.3– Final Plan   |                   | 18                        | 12                           | 12                           |          | 24        | 12         | \$18,780    | \$200   |          | \$18,980  |                        |                    |
| Task 5.4 – Plan Adoption   |                   | 12                        | 6                            | 6                            |          | 8         |            | \$13,400    | \$200   |          | \$13,600  |                        |                    |
| Task 6 – Fiscal & Project Management                                     |                   |                           |                              |                              |          |           |            |             |         |          |           |                        | 10%                |
| Task 6.1 – Invoicing & Progress Reports                                  |                   | 24                        |                              |                              |          | 40        |            | \$32,496    | \$0     | \$0      | \$32,496  |                        |                    |
| Task 6.2 – Quarterly Reports (City of Garden Grove)                      |                   | 18                        |                              |                              |          | 24        |            | \$7,920     |         |          | \$7,920   |                        |                    |
| Task 6.3 Project Coordination and Monthly Meetings                       |                   | 48                        | 138                          | 48                           |          | 24        |            | \$5,328     |         |          | \$5,328   |                        |                    |
| Total Hours  |                   | 422                       | 338                          | 342                          | 168      | 914       | 198        | \$19,248    |         |          | \$19,248  |                        |                    |
| Total Cost   |                   | \$67,520                  | \$32,430                     | \$64,980                     | \$21,504 | \$93,228  | \$15,246   | \$294,908   | \$6,100 | \$28,665 | \$329,673 |                        |                    |
| % of Project Total (Cost)  |                   | 20%                       | 10%                          | 20%                          | 7%       | 28%       | 5%         |             | 2%      | 9%       |           |                        |                    |

**Attachment "C"**  
**Restricted Grant Agreement (RGA)**  
**No. 74A1003**



**SUSTAINABLE COMMUNITIES  
GRANTS (STATE)**

**RESTRICTED GRANT  
AGREEMENT**

THIS RESTRICTED GRANT AGREEMENT (RGA), between the State of California acting by and through its Department of Transportation, referred to herein as **CALTRANS** and the City of Garden Grove, hereinafter referred to as **AGENCY**, will commence on **May 1, 2018**, or approval by **CALTRANS**, whichever occurs later. This RGA is of no effect unless approved by **CALTRANS**. **AGENCY** shall not receive payment for work performed prior to approval of the RGA and before receipt of notice to proceed by the **CALTRANS** Contract Manager. This RGA shall expire on **February 28, 2020**.

**RECITALS**

1. Under this RGA, **CALTRANS** intends to convey State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY** under the terms, covenants and conditions of this RGA.
2. **CALTRANS** and **AGENCY** intend that only funds that are authorized as grants will be subject to this RGA, and that no funds that should be the subject of a Joint Powers Agreement, Interagency Agreement, or other non-grant agreement shall be subject to this RGA.

**SECTION I**

**AGENCY AGREES:**

To timely and satisfactorily complete all Project Work described in **Attachment II** within the project budget and in accordance with the items of this RGA.

**SECTION II**

**CALTRANS AGREES:**

That when conducting an audit of the costs claimed by **AGENCY** under the provisions of this RGA, to conduct the audit in accordance with applicable laws and regulations.

**SECTION III**

**IT IS MUTUALLY AGREED:**

In consideration of the foregoing and the mutual promises of the parties hereto, **AGENCY** and **CALTRANS** agree as follows:

1. Under this RGA, **CALTRANS** will convey State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-3290, who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY**. The funds subject to this RGA must be (a) identified as available for a grant in **CALTRANS'** budget and (b) for the purpose of conducting transportation studies or planning or to a **CALTRANS** organization that is responsible for conducting transportation studies or planning.
2. Under this Restricted Grant, funds may be only used for the purpose set forth in this paragraph and funds may only be used for costs and expenses that are directly related to such purpose.
3. **AGENCY** shall perform all the duties and obligations described in the "**Garden Grove Active Downtown Plan**," hereinafter the Project, subject to the terms and conditions of this RGA. The Approved Project Grant Application (Scope of Work and Project timeline), which are attached hereto as **Attachment II**.
4. The resolution authorizing **AGENCY** to execute this RGA pertaining to the above described Project is attached hereto as **Attachment I**.
5. All services performed by **AGENCY** pursuant to this RGA shall be performed in accordance with all applicable State and **AGENCY** laws, regulations, ordinances, policies and procedures and **CALTRANS** published manuals, including Grant Application Guide at: <http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>. In case of conflict between State and **AGENCY** laws, regulations, ordinances, policies or procedures, the order of precedence applicability of these laws shall be established by prevailing California laws and regulations; **CALTRANS** policies and procedures; ordinances; and, **AGENCY** policies and procedures. This RGA may not include any federal funds.
6. Project funding is as follows:

| <u>FUND TITLE</u>   | <u>FUND SOURCE</u> | <u>DOLLAR AMOUNT</u> |
|---------------------|--------------------|----------------------|
| RMRA                | SB 1               | \$ 340,000.00        |
| LOCAL MATCH         | Agency Provided    | \$ 60,000.00         |
| Total Project Costs |                    | \$ 400,000.00        |

No in-kind contributions may be made unless the amount and type of the contribution is identified above.

7. This RGA is exempt from legal review and approval by the Department of General Services, pursuant to AG Opinions: 58 Ops. AG 586 (1974), 63 Ops. AG 290 (1980), 74 Ops AG 10 (1991), and 88 Ops AG 56.]

**8. Notification of Parties**

- a. **AGENCY's** Project Manager for PROJECT is Erin Webb.
- b. **CALTRANS'** Contract Manager is Cole Iwamasa. "Contract Manager" as used herein includes his/her designee.
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

**City of Garden Grove**

Attention: Erin Webb, Project Manager  
Phone Number: (714) 741-5313  
11222 Acacia Parkway  
Garden Grove, CA 92840

**California Department of Transportation**

District 12/Planning  
Attention: Cole Iwamasa, Contract Manager  
Phone Number: (657) 328-6540  
Email: Cole.Iwamasa@dot.ca.gov  
1750 E. 4<sup>th</sup> Street  
Santa Ana, CA 92705

**9. Period of Performance**

- a. Reimbursable work under this RGA shall begin no earlier than on **May 1, 2018**, contingent upon the approval by **CALTRANS** and receipt of the Notice to Proceed letter of this RGA by the **CALTRANS** Contract Manager, and will expire on **February 28, 2020**.
- b. **AGENCY** will attend a kickoff meeting with **CALTRANS** to be scheduled within one (1) week from receipt of Notice to Proceed letter by the **CALTRANS'** Contract Manager.

**10. Changes in Terms/Amendments**

This RGA may only be amended or modified by mutual written agreement of the parties.

**11. Cost Limitation**

- a. The total amount reimbursable to **AGENCY** pursuant to this RGA by **CALTRANS** shall not exceed **\$340,000.00**.
- b. It is agreed and understood that this RGA fund limit is an estimate and that **CALTRANS** will only reimburse the cost of services actually rendered as

authorized by the **CALTRANS** Contract Manager at or below that fund limitation established hereinabove.

## **12. Termination**

- a. **CALTRANS** reserves the right to terminate this RGA upon written notice to **AGENCY** at least thirty (30) days in advance of the effective date of such termination in the event **AGENCY** fails to proceed with PROJECT work in accordance with the terms of this RGA.
- b. This RGA may be terminated by either party for any reason by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination. In the event of termination for convenience, **CALTRANS** will reimburse **AGENCY** for all allowable, authorized and non-cancelled costs up to the date of termination.
- c. **AGENCY** has sixty (60) days after the Termination Date to submit invoices to **CALTRANS** to make final allowable payments for Project costs in accordance to the terms of this RGA. Failure to submit invoices within this period may result in a waiver by **AGENCY** of its right to reimbursement of expended costs.

## **13. Budget Contingency Clause**

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this RGA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, **CALTRANS** shall have no liability to pay any funds whatsoever to **AGENCY** or to furnish any other considerations under this Agreement and **AGENCY** shall not be obligated to perform any provisions of this RGA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, **CALTRANS** shall have the option to either terminate this Agreement with no liability occurring to **CALTRANS**, or offer a RGA Amendment to **AGENCY** to reflect the reduced amount.

## **14. Payment and Invoicing**

- a. The method of payment for this RGA will be based on actual allowable costs. **CALTRANS** will reimburse **AGENCY** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **AGENCY** in performance of the Project work. Indirect costs are reimbursable only if the **AGENCY** has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in **Section III – Cost Principles, Item 16.d**. The total cost shall not exceed the cost reimbursement limitation set forth in **Section III – Cost Limitations, Item 11.a**. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment II** without an amendment to this RGA, as agreed between **CALTRANS** and **AGENCY**.

- b. Reimbursement of **AGENCY** expenditures will be authorized only for those allowable costs actually incurred by **AGENCY** in the performance of the Project work. **AGENCY** must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this RGA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Human Resources for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to **AGENCY**, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link:  
[http://www.dot.ca.gov/hq/asc/travel/ap\\_b/bu1.htm](http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm)  
Also see website for summary of travel reimbursement rules.
- d. **AGENCY** shall submit invoices to **CALTRANS** at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in **Attachment II** to the satisfaction of the **CALTRANS'** Contract Manager. Invoices shall reference this RGA Number and shall be signed and submitted to the **CALTRANS'** Contract Manager at the following address, as stated in **Section III – Notification of Parties, Item 8.c**.
- e. Invoices shall include the following information:
  - 1) Names of the **AGENCY** personnel performing work
  - 2) Dates and times of project work
  - 3) Locations of project work
  - 4) Itemized costs as set forth in **Attachment II**, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
  - 5) **AGENCY** shall submit written progress reports with each set of invoices to allow the **CALTRANS'** Contract Manager to determine if **AGENCY** is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the **AGENCY** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this RGA for material breach per **Section III – Termination, Item 12**.

- g. **CALTRANS** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **CALTRANS** fiscal procedures permit upon receipt of an itemized signed invoice.
- h. The RGA Expiration Date refers to the last date for **AGENCY** to incur valid Project costs or credits and is the date the RGA expires. **AGENCY** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in **Attachment II** and final invoice to **CALTRANS** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

#### 15. Local Match Funds

- a. **AGENCY** shall contribute not less than a proportional cash amount toward the services described herein on a monthly or quarterly basis. The frequency of the payments shall be agreed upon by the parties in a document signed by both parties. Notwithstanding the foregoing, to the extent that in-kind contributions are permitted under this Agreement, the contributions may be counted as cash when they are actually received by **CALTRANS**. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this RGA.
- b. Local cash and in-kind match requirements can be found at:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>, Grants Application Guide. **AGENCY** agrees to contribute the statutorily required local contribution of matching funds if any is specified within this RGA or in any Attachment hereto, toward the actual cost of the services described in **Attachment II**. **AGENCY** shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found at the Office of Regional Planning (ORP) website:  
<http://www.dot.ca.gov/hq/tpp/offices/orip/Grants/grants.html>

#### 16. Cost Principles

- a. **AGENCY** agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- b. **AGENCY** agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) and (b) all parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Every sub-

recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this RGA shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards to the extent applicable.

- c. Any Project costs for which **AGENCY** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, and/or Part 48, Chapter 1, Part 31, are subject to repayment by **AGENCY** to **CALTRANS**. Should **AGENCY** fail to reimburse moneys due **CALTRANS** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, **CALTRANS** is authorized to intercept and withhold future payments due **AGENCY** from **CALTRANS** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to **AGENCY** seeking reimbursement of indirect costs, **AGENCY** must prepare and submit annually to **CALTRANS** for review and approval an indirect cost rate proposal and a central service cost allocation plan (if any) in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Chapter 5 of the Local Assistance Procedures Manual which may be accessed at:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- e. **AGENCY** agrees and shall require that all of its agreements with consultants and sub-recipients contain provisions requiring adherence to this section in its entirety **except for section c, above**.

#### **17. Americans with Disabilities Act**

By signing this RGA, **AGENCY** assures **CALTRANS** that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

#### **18. Indemnification**

Neither **CALTRANS** nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **AGENCY** under this RGA. It is understood and agreed that **AGENCY**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **CALTRANS** and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or

assertions of liability occurring by reason of anything done or omitted to be done by **AGENCY**, its officers, employees, agents or subcontractors under this RGA.

**19. Nondiscrimination Clause (2 CCR 11105 Clause b)**

- a. During the performance of this RGA, the **AGENCY**, and its Subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. **AGENCY** shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- b. **AGENCY** shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by **CALTRANS** to implement such article.
- c. **AGENCY** shall permit access by representatives of the Department of Fair Employment and Housing and **CALTRANS** upon reasonable notice at any time during the normal business hours, but in no case less than twenty four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or **CALTRANS** shall require to ascertain compliance with this clause.
- d. **AGENCY** and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. **AGENCY** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the RGA.

**20. Retention of Records/Audits**

- a. **AGENCY**, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of **AGENCY**, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide



support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of **AGENCY**, its contractors, subcontractors and sub-recipients connected with Project performance under this RGA shall be maintained for a minimum of three (3) years from the date of final payment to **AGENCY** and shall be held open to inspection, copying, and audit by representatives of **CALTRANS**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **AGENCY**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **CALTRANS** or its agents. In conducting an audit of the costs and match credits claimed under this RGA, **CALTRANS** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of State and **AGENCY** law. In the absence of such an audit, any acceptable audit work performed by **AGENCY's** external and internal auditors may be relied upon and used by **CALTRANS** when planning and conducting additional audits.

- b. For the purpose of determining compliance with applicable State and **AGENCY** law in connection with the performance of **AGENCY's** contracts with third parties pursuant to GC Section 8546.7, **AGENCY**, **AGENCY's** sub-recipients, contractors, subcontractors, and **CALTRANS** shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to **AGENCY** under this RGA. **CALTRANS**, the California State Auditor, or any duly authorized representative of **CALTRANS** or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and **AGENCY** shall furnish copies thereof if requested.
- c. **AGENCY**, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other **AGENCY** of the State of California designated by **CALTRANS**, for the purpose of any investigation to ascertain compliance with this RGA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the RGA to ensure **AGENCY** has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.
- e. Any contract with a consultant or sub-recipient entered into as a result of this Agreement shall contain all the provisions of this article.

## **21. Disputes**

- a. Any dispute concerning a question of fact arising under this RGA that is not disposed of by agreement shall be decided by the **CALTRANS** Contract Officer, who may consider any written or verbal evidence submitted by **AGENCY**. The decision of the **CALTRANS** Contract Officer shall be the **CALTRANS**'s final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the **CALTRANS** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the RGA.

## **22. Third-Party Contracts**

- a. **AGENCY** shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by **CALTRANS** Contract Manager unless expressly included (sub-recipient identified) in **Attachment II** as part of the identified Project work.
- b. All State-government-funded procurements must be conducted using a fair and competitive procurement process. **AGENCY** may use its own procurement procedures as long as the procedures comply with the local **AGENCY's** laws, rules, and ordinances governing procurement and all applicable provisions of state law, including without limitation the requirement that the **AGENCY** obtain at least three (3) competitive bids for solicitation of goods, services and consulting services (see Part 2, Chapter 2, Articles 3 and 4 of the Public Contract Code); a qualifications-based solicitation process, for which statements of qualifications are obtained from at least three (3) qualified firms for architecture and engineering services (see Title 1, Division 5, Chapter 10 of the Government Code); and, the provisions of the Local Assistance Procedures Manual (LAPM), Chapter 10, which are not inconsistent with this section 23, Third Party Contracts. The LAPM can be found and the following link:  
<http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm#LAPMop1>.
- c. Any subcontract entered into as a result of this RGA shall contain all the provisions stipulated in this RGA to be applicable to **AGENCY's** sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the **CALTRANS** Contract Manager.
- d. **CALTRANS** does not have a contractual relationship with the **AGENCY's** sub-recipients, contractors, or subcontractors and the **AGENCY** shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the **CALTRANS** Contract Manager shall be required before **AGENCY** enters into any non-budgeted purchase order or

sub-agreement for supplies, or consultant services. **AGENCY** shall provide an evaluation of the necessity or desirability of incurring such costs.

**AGENCY** shall retain all receipts for such purchases or services and shall submit them with invoices per **Section III, Item 14e.4, above**.

- f. Any subcontract entered into by **AGENCY** as a result of this RGA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates for subcontractors shall be reimbursed pursuant to **Section III, Item 14c, above**.

### **23. Drug-Free Workplace Certification**

By signing this RGA, **AGENCY** hereby certifies under penalty of perjury under the laws of California that **AGENCY** will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
  - 3) Any available counseling, rehabilitation, and employee assistance programs.
  - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
  - 1) Will receive a copy of the company's Drug-Free policy statement.
  - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
- d. Failure to comply with these requirements may result in suspension of payments under this RGA or termination of this RGA or both, and **AGENCY** may be ineligible for the award of any future state contracts if **CALTRANS** determines that any of the following has occurred: (1) **AGENCY** has made a false certification or, (2) **AGENCY** violates the certification by failing to carry out the requirements as noted above.

## **24. Relationship of Parties**

It is expressly understood that this RGA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

## **25. State-Owned Data**

- a. **AGENCY** agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
  - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect **CALTRANS** data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
  - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 6) Notify the **CALTRANS** Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 7) Advise the owner of the State-owned data, the **AGENCY** Information Security Officer, and the **AGENCY** Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. **AGENCY** agrees to use the State-owned data only for State purposes under this RGA.
- c. **AGENCY** agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s).

(State Administrative Manual (SAM) Section 5335.1)

**26. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to and not a limitation of the **AGENCY'S** indemnification obligations contained elsewhere in this Agreement, the **AGENCY** hereby assumes all risks of the consequences of exposure of **AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind or origin. **AGENCY** also agrees to take all appropriate safety precautions to prevent any such exposure to **AGENCY'S** employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. **AGENCY** also agrees to indemnify and hold harmless **CALTRANS**, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, **AGENCY** also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of **CALTRANS**, the State of California, and/or any of their officers, agents and/or employees.

**27. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code §42649.8 et. seq, if **AGENCY** generates four (4) cubic yards of organic waste per week the **AGENCY** shall arrange for organic waste recycling services. "Organic waste" means food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in food.

The **AGENCY** shall take at least one of the following actions:

- 1) Source separate organic waste from other waste and subscribe to a basic level of organic waste recycling service that includes collection and recycling of organic waste.
- 2) Recycle its organic waste onsite or self-haul its own organic waste for recycling.
- 3) Subscribe to an organic waste recycling service that may include mixed waste processing that specifically recycles organic waste.

**28. Project Close Out/Final Product**

- a. **AGENCY** will provide two (2) copies and two (2) electronic versions of the Final Product(s) to the **CALTRANS** Contract Manager.

- b. **CALTRANS** reserves the right to withhold final payment to **AGENCY** pending receipt of Final Product(s) to the **CALTRANS** Contract Manager.

**29. OWNERSHIP OF PROPRIETARY PROPERTY**

a. **Definitions**

- 1) **Work:** The work to be directly or indirectly produced by **AGENCY** under this RGA.
- 2) **Work Product:** All deliverables created or produced from Work under this Agreement including but not limited to, all Work and Deliverables conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six (6) months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. "Work Product" includes all deliverables, inventions, innovations, improvements, or other works of authorship Contractor may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret, or other legal protection.
- 3) **Inventions:** Any idea, methodologies, design, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Contractor or jointly with the Contractor's Subcontractor and/or the Contractor's Subcontractor's employee's with one or more employees of the Department of Transportation (herein after referred to as "the Department"), during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

b. **OWNERSHIP OF WORK PRODUCT AND RIGHTS**

- 1) **Ownership of work product:** Except in regard to Pre-existing Works, all Work Product derived by the Work performed by the Contractor, its employees or by any of the Contractor's Subcontractor's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Contractor's Subcontractor for the Department. The Department shall own all United States and international copyrights in the Work Product.

As such, all Work Product shall contain, in a conspicuous place, a copyright designation consisting of a "c" in a circle followed by the four-digit year in which the Work Product was produced, followed by the words "California Department of Transportation." For example, a Work Product created in the year 2012 would contain the copyright designation © 2012 California Department of Transportation.

- 2) **Vesting of copyright rights:** Contractor, its employees or any of Contractor's Subcontractor's employees agrees to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, its successors and assigns, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Contractor's Subcontractor from the Department. From time to time upon the Department's request, the Contractor's Subcontractor and/or its employees, shall confirm such assignments by execution and delivery of such assignments, confirmations or assignment, or other written instruments as the Department may request. The Department, its successors and assigns, shall have the right to obtain and hold in its or their own name(s) all copyright registrations and other evidence of rights that may be available for Work Product. Contractor hereby agrees to waive all moral rights relating to identification of authorship restriction or limitation on use, or subsequent modifications of the Work.

c. **INVENTIONS**

- 1) **Vesting of patent rights:** The Contractor, its employees and any Contractor's Subcontractor hereby agrees to assign to the Department, its successors, and assigns, all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority there under, and the same shall become and remain the Department's property regardless of whether such protection is sought. The Contractor, its employees and Contractor's Subcontractor shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically pointing out features or concepts that the Contractor, its employees and Contractor's Subcontractor believes to be new or different. The Contractor, its employees and Contractor's Subcontractor shall, upon the Department's request and at the Department's expense, cause patent applications to be filed thereon, through solicitors designated by the Department, and shall sign all such applications over to the Department, its successors, and assigns. The Contractor, its employees and Contractor's Subcontractor shall give the Department and its solicitors all reasonable assistance in connection with the preparation and prosecution of any such patent applications and shall cause to be executed all such assignments or other instruments or documents as the Department may consider necessary or appropriate to carry out the intent on this Agreement.
- 2) **Agency:** In the event that the Department is unable for any reason whatsoever to secure the Contractor's, its employees' and/or Contractor's Subcontractor's signature to any lawful or necessary document required or desirable to apply for or prosecute any United States application (including renewals or divisions thereof), Contractor, its employees and Contractor's Subcontractor hereby irrevocably designates and appoints the Department and its duly authorized officers and agents, as its agent and attorney-in-fact,

to act for and on Contractor, its employees and Contractor's Subcontractor's behalf and stead, to execute and file such applications and to do all other lawfully permitted acts to further the prosecution and issuance of any copyrights, trademarks or patents thereon with the same legal force and effect as if executed by Contractor, its employees and/or Contractor's Subcontractor. The Department shall have no obligations to file any copyright, trademark or patent applications.

d. **ADDITIONAL PROVISIONS**

- 1) **Avoidance of infringement:** In performing services under this Agreement, Contractor and its employees agree to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor or its employees becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor or its employees shall immediately notify the Department in writing.
- 2) **Pre-existing works and license:** Contractor acknowledges that all Work Product shall be the sole and exclusive property of the Department, except that any pre-existing works created by Contractor and third parties outside of the Agreement but utilized in connection with the Agreement (the "Pre-existing Works") shall continue to be owned by Contractor or such parties. Contractor agrees to notify the Department in writing of any Pre-existing Works used in connection with any Work Product produced under this Agreement and hereby grants to the Department a non-exclusive, perpetual, royalty-free license to utilize the Pre-existing Works in connection with the Work Product.
- 3) **Subcontractors:** Contractor shall affirmatively bind by contract any of its subcontractors or service vendors (hereinafter "Contractor's Subcontractor") providing services under this Agreement to conform to the provisions of this Exhibit. Contractor's Subcontractor shall then provide the signed contract to the Contractor, who shall provide it to the Department's Contract Manager prior to the commencement of any work. In performing services under this Agreement, Contractor's Subcontractor agrees to avoid designing or developing any items that infringe one or more patents or other intellectual property rights of any third party. If Contractor's Subcontractor becomes aware of any such possible infringement in the course of performing any Work under this Agreement, Contractor's Subcontractor shall immediately notify the Contractor in writing, Contractor will then immediately notify the Department in writing.

e. **OWNERSHIP OF DATA**

- 1) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications, and estimates, produced as part of this Agreement will automatically be



vested in **CALTRANS** and no further agreement will be necessary to transfer ownership to **CALTRANS**. The Consultant shall furnish **CALTRANS** all necessary copies of data needed to complete the review and approval process.

- 2) It is understood and agreed that all calculations, drawings, and specifications, whether in hard copy or machine readable form, are intended for one-time use in the construction of the project for which this Agreement has been entered into.
- 3) The Consultant is not liable for claims, liabilities or losses arising out of, or connected with, the modification or misuse by **CALTRANS** of the machine readable information and data provided by the Consultant under this Agreement; further, the Consultant is not liable for claims, liabilities or losses arising out of, or connected with, any use by **CALTRANS** of the project documentation on other projects, for additions to this project, or for the completion of this project by others, excepting only such use as may be authorized, in writing, by the Consultant.
- 4) Any sub-agreement in excess of \$25,000.00, entered into as a result of this Agreement, shall contain all of the provisions of this clause.

**SECTION IV**

**ATTACHMENTS:**

The following attachments are incorporated into and are made a part of this RGA by this reference and attachment.

- I. **AGENCY Resolution**
- II. **Scope of Work and Project Timeline**

IN WITNESS WHEREOF, the parties hereto have executed this RGA on the day and year first herein above written:

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CITY OF GARDEN GROVE**

By: Kathleen Stone Takai  
Printed Name: Kathleen Stone Takai  
Title: Contract Officer

By: WAC- Hlu  
Printed Name: Scott C. Stiles  
Title: City Mgr.

Date: 5/9/2018

Date: 5/7/18

By:

Printed Name:

Title:

Date:

By:

Printed Name:

Title:

Date:

APPROVED AS TO FORM

Omar Sandoval  
OMAR SANDOVAL

City Attorney

City of Garden Grove

DATED: 5-4-18

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Ann Eifert  
Dept.: City Manager Dept.: Finance  
Subject: Consideration of a contract with the Orange County Fire Authority to provide City Fire and Emergency Medical services for the City of Garden Grove. (*Action Item*) Date: 4/9/2019

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**OBJECTIVE**

For City Council to consider entering into a contract with the Orange County Fire Authority (OCFA) to provide City fire and emergency medical services to the City of Garden Grove.

**BACKGROUND**

The Garden Grove Fire Department was established in 1926, and is a full-service fire department that provides emergency fire and paramedic response, and fire prevention services to the City's businesses and residents. The City's Fire Department budget for Fiscal Year (FY) 2018-19 is \$24,861,357, which includes 96 sworn positions, 4 non-sworn positions, and 1 Fire Apparatus Mechanic. This budget includes all labor costs (i.e. salaries, pension obligations and benefits), as well as contractual services (i.e. dispatching services and hazardous material cleanup), commodities and supplies, equipment, and vehicle maintenance and replacement. In addition, the Fire Department provides approximately \$150,000 a year in revenue from plan check fees and permits.

As part of labor negotiations with the Garden Grove Fire Association Local 2005 in 2017, the City Council agreed to solicit a proposal from OCFA for City fire and emergency medical services. In March 2018, the City received a proposal from OCFA with a cost for FY 2018-19 totaling, \$22,592,221 (Attachment 1). The total proposal cost includes OCFA's service charge, facilities maintenance, and vehicle depreciation/replacement. The proposed cost excludes one-time start-up costs and the City's annual unfunded accrued liability payment to the California Public Employees' Retirement System (PERS).

|          |           |
|----------|-----------|
| Proposal | OCFA Cost |
|----------|-----------|

|                                  |              |
|----------------------------------|--------------|
| Service Charge                   | \$22,191,928 |
| Facilities Maintenance Charge    | 105,000      |
| Vehicle Depreciation/Replacement | 295,293      |
| Total                            | \$22,592,221 |

### *OCFA Proposal*

OCFA's proposal cost includes all emergency response units, personnel, equipment, vehicle depreciation and replacement, routine station maintenance, fire prevention, and administration. Annual contract cost increases are capped at 4.5%, however, there is a recapture clause in which increases over the 4.5% maximum is banked and charged back to the City during years when the increase is under 4.5%. The City will have an option to withdraw every ten years; the first opportunity to exercise the option would occur in 2030.

**Personnel:** All currently employed sworn employees will be offered positions with OCFA. All employees will be required to pass a pre-employment check which includes a medical/physical examination and background check. The proposal originally required that all non-sworn employees (5 employees) apply for open positions through OCFA; however, since that time 3 employees have been offered positions. The City is responsible for resolving the employment status of any employees who do not pass OCFA's pre-employment check.

**Facilities:** OCFA will lease from the City the 7 fire station facilities for \$1.00 per year per facility. OCFA would assume normal daily maintenance operations, such as cleaning, trash pickup, minor repairs, and utilities. The City will be responsible for any capital improvement (repairs in excess of \$15,000) and will be required to contribute \$15,000 per year per facility for any repairs over \$1,000.

**Vehicles:** OCFA will assume the maintenance and replacement for 6 Fire Engines, 1 Battalion Chief Vehicle, 1 Battalion Utility Vehicle, 1 Fire Truck, and 1 Air Light Unit. OCFA will provide all maintenance of the vehicles, fuel, and vehicle replacement.

**Administration:** OCFA will provide all administration and support necessary to operate fire services. These services include human resources, finance, payroll, legal, risk management, and costs associated with community education and public relations.

**Fire Prevention:** Fire prevention services include plan check review, inspection of construction projects, annual fire safety inspections, and the issuance of operational permits. Planning and development fees are 100% funded by fees paid by developers, architects, contractors, or subcontractors. Permits, special events, and annual inspections are approximately 50% funded through fees primarily paid by businesses, building owners, and special event contractors, with the remaining 50% considered a general fund expense by OCFA. All fees are established, collected, and retained by OCFA (see Attachment 2 for OCFA's fee schedule).

**Deployment:** OCFA's deployment model operates every engine and truck company as a full Advanced Life Support (ALS) unit. This allows for 2 paramedics on each unit

at any given time.

**Start-Up Costs:** As part of the proposal, OCFA requires the City to reimburse OCFA for start-up costs associated with the transition to OCFA. These one-time costs include the cost of pre-employment checks, standardization of the fire stations and equipment, and communication and information technology. Start-up costs total \$1,136,225 and OCFA will amortize the cost over 10 years (\$113,623 annually).

## DISCUSSION

The City created an internal committee to analyze OCFA's proposal. The purpose of the committee was to identify additional costs and/or savings related to contracting services with OCFA, as well as to determine the potential impact to City services or other departments.

The cost of OCFA's proposal does not include the City's ongoing unfunded pension liability and other post-employment benefits (OPEB) paid to PERS, which totals \$3,545,268 and \$83,928 respectively for FY 2018-19. In addition, the City identified services that the Garden Grove Fire Department currently provides but will not be provided by OCFA. These services include records management, hazardous material clean-up, emergency operations planning, management and training, weed abatement, and hydrant maintenance. However, Staff also identified savings which include the cost of utilities at the Fire Stations, routine maintenance, and insurance premiums for workers' compensation and general liability.

In addition, developers, contractors, businesses, building owners, and special event contractors may see an increase in fees for plan check services and operational permits because the City does not currently achieve full cost recovery for these services. For planning and development services, OCFA achieves 100% cost recovery and approximately 50% cost recovery for operational permits.

Staff presented its findings to City Council on July 10, 2018 (Attachment 3) and a follow-up presentation during a City Council Study Session on August 8, 2018 (Attachment 4). Staff projected an estimated additional cost to the City for fire services between \$14.5 million and \$15.4 million over 10 years if the City contracted with OCFA.

City Council was provided a summary of the study session on September 25, 2018 and subsequently, City Council directed Staff to work with the Garden Grove Fire Association Local 2005 to include various new assumptions in the cost analysis. These assumptions include the cost of paramedic school, the inclusion of reserve equipment, the addition of a full-time arson investigator, and a part-time rather than a full-time emergency operations coordinator. In addition, City Council requested that a sensitivity analysis be conducted to determine the cost savings assuming 1 to 5% salary increases to the labor agreement in FY 2018-19. Staff presented its cost analysis at the November 13, 2018 meeting (Attachment 5). Based on these assumptions, Staff estimates that the additional cost to contract with OCFA would range from \$0.3 million to \$11 million over the next 10 years. Following that review, City Council authorized Staff to begin negotiations with OCFA.

Starting in or about December 2018, staff initiated the meet and confer process with the labor groups whose members would be impacted by any decision to contract out fire services. Staff met and conferred with Fire Fighters Local 2005, the Fire Management Association and the Orange County Employee's Association, Garden Grove Chapter. The discussions addressed employees' concerns regarding issues such as leave balances, the pre-employment examination process, and options for those non-sworn employees who do elect not to make the transition to OCFA. Through the meet and confer process, the City was able to reach tentative agreements with every labor group, as memorialized in Memorandums of Understanding that will govern the transition process if the City makes the final decision to contract with OCFA.

Staff has also held regular meetings with OCFA to negotiate a Fire and Emergency Medical Services Agreement for Council's review and consideration. On March 4, 2019, a study session was held to provide the City Council with current information on the performance standards and comparisons between the Garden Grove Fire Department and OCFA (Attachment 6). Throughout the process, OCFA has responded to multiple requests for information and clarification. OCFA has also worked with the City's team to try and address concerns raised by the employee groups.

Attached is a set of documents comprising the proposed Fire and Emergency Medical Services Agreement. The Agreement consists of the following documents:

1. Fire and Medical Services Agreement, which sets forth terms and conditions of the proposed Agreement. The Agreement provides that delivery of services shall commence on **August 16, 2019** and that all Garden Grove personnel who are transitioning from City employment to OCFA employment will also transition on that date.
2. Attachment A – Service Criteria. This document specifies the service level, as well the related fire prevention services that OCFA will provide. Following the initial two-year period, OCFA and the City will evaluate the response performance to determine whether any modifications are warranted.
3. Attachment B – Transition of Personnel. This document sets forth the terms and conditions of the transition and employment of City Fire Department safety and non-safety personnel who elect to transition to OCFA.
4. Attachment B – Exhibits 1&2. These documents identify the City Fire Department employees who will be offered employment by OCFA, along with the rank and salary. OCFA will offer employment to all safety and 3 of the 5 non-safety members of the City Fire Department in good standing, contingent upon the employees meeting minimum physical and medical standards for their designated positions.
5. Attachment C – Lease Agreement. This document sets forth terms by which the City will lease its seven fire stations and related real property to OCFA during the term of the Agreement.

#### FINANCIAL IMPACT

In a letter dated January 23, 2019, OCFA determined that contract costs for FY 2019-20 will increase 3.06% from the original FY 2018-19 proposal. OCFA's total annual cost for FY 2019-20 is \$23,282,999. If the transition takes place on August 16, 2019, the prorated cost is \$20,322,587 for the remainder of FY 2019-20. OCFA will reduce the first payment by \$75,000, which is the amount paid by the City for the cost of the proposal. Furthermore, the City would be required to pay OCFA \$1,136,225 or \$113,623 annually for the next 10 years for one-time start-up costs.

The City is still required to pay to PERS Fire's unfunded accrued liability in the amount of \$4,132,425 and approximately \$95,418 for OPEB For FY 2019-20. The continuation of services that OCFA will not provide such as records management, hazardous material clean-up, emergency operations planning, management and training, weed abatement, and hydrant maintenance, is estimated to cost \$295,718 annually.

Based on the assumptions used in the November 13, 2018 cost analyses (and including fire hydrant maintenance), the estimated additional cost with contracting with OCFA is between \$2.1 million to \$13.3 million over the next 10 years. If the contract is approved by the City Council, funds will be budgeted accordingly in the upcoming biennial budget for FY 2019-20 and FY 2020-21.

#### RECOMMENDATION

It is recommended that the City Council:

- Consider entering into an agreement with the Orange County Fire Authority (OCFA) to provide City Fire and Emergency Medical services for the City of Garden Grove;
- If approved, authorize the Mayor to execute the Fire and Emergency Medical Services contract with OCFA, and to make minor modifications as appropriate; and
- If approved, authorize the Mayor to execute the Amended OCFA Joint Powers Agreement; and
- If approved authorize the Mayor to execute the Lease Agreement for Fire Stations #80-86 with OCFA, and to make minor modifications as appropriate; and
- If approved, adopt the attached Resolutions and authorize the City Manager to execute Memorandums of Understanding with Fire Fighters Local 2005, Fire Management Association and Orange County Employee's Association, Garden Grove Chapter.

**ATTACHMENTS:**

| <b>Description</b>  | <b>Upload Date</b> | <b>Type</b>     | <b>File Name</b>  |
|---|--------------------|-----------------|---|
| Fire Services & Lease Agreement with OCFA                       | 4/2/2019           | Backup Material | GG_Fire_Services_Agreement_3-28-19.pdf                      |
| Amended OCFA Joint Powers Agreement                             | 4/2/2019           | Backup Material | Amended_JPA_for_GG.pdf                                      |
| JPA Amendments 1-4  | 4/2/2019           | Backup Material | JPA_Amendments_1-4_for_GG.pdf                               |
| Resolution with GG Fire Local 2005                              | 4/4/2019           | Resolution      | Resolution_Transition_of_Fire_Assoc_to_OCFA.doc             |
| MOU-GG Fire Local 2005  | 4/4/2019           | Backup Material | MOU_-_GG_Fire_Local_2005.pdf                                |
| Resolution with Fire Management                                 | 4/4/2019           | Resolution      | Resolution_Transition_of_Fire_Mgmt_to_OCFA.doc              |
| MOU-Fire Management   | 4/4/2019           | Backup Material | MOU_-_Fire_Management.pdf                                   |
| Resolution with OCEA  | 4/4/2019           | Resolution      | Resolution_Transition_of_OC_Employee_Assoc_to_OCFA.doc      |
| MOU-OCEA  | 4/4/2019           | Backup Material | MOU_-_OCEA.pdf  |
| Attachment 1: OCFA Proposal                                     | 4/3/2019           | Backup Material | GG_FS_Final_Proposal_2018.pdf                               |
| Attachment 2: OCFA Fee Schedules                                | 4/3/2019           | Backup Material | OCFA_Fee_Schedules.pdf                                      |
| Attachment 3: July 10, 2018 Presentation                        | 4/3/2019           | Backup Material | City_Council_July_10__2018_OCFA_Proposal_Review.pdf         |
| Attachment 4: August 28, 2018 Study Session                     | 4/3/2019           | Backup Material | City_Council_August_28__2018.pdf                            |
| Attachment 5: November 13, 2018 Presentation                    | 4/3/2019           | Backup Material | City_Council_Nov_13__2018.pdf                               |
| Attachment 6: Study Session-Performance Standards March 4, 2109 | 4/3/2019           | Backup Material | City_Council_Study_Session-Performance_Stds_Mar_4__2019.pdf |



**Garden Grove**  
**FIRE SERVICES AND EMERGENCY MEDICAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the ORANGE COUNTY FIRE AUTHORITY, a Joint Powers Authority ("OCFA"), and the CITY OF GARDEN GROVE, a municipal corporation and general law city in the County of Orange ("CITY".)

**RECITALS**

A. CITY is located wholly within the County of Orange.

B. CITY is legally obligated to provide fire protection services within its boundaries.

C. OCFA is the successor entity to the County of Orange Fire Department and CITY has chosen to be a member of and contract with the OCFA for the provision of fire protection services within CITY's boundaries.

**NOW, THEREFORE.** In consideration of the mutual promises contained herein, the Parties agree as follows:

I. **DEFINITIONS:** As used in this Agreement:

1. "CITY" means the City of GARDEN GROVE.
2. "AUTHORITY" or "OCFA" means the Orange County Fire Authority.
3. "Division Chief" means the Division Chief supervising Division 1, or any successor Division.
4. "CITY Council" means the City Council of the CITY of GARDEN GROVE.
5. "CITY Manager" means the City Manager of the CITY of GARDEN GROVE.
6. "JPA Board" means the Board of Directors of the Orange County Fire Authority.
7. "JPA Agreement" means the Amended Orange County Fire Authority Joint Powers Agreement dated September 23, 1999 and any subsequent amendments approved as authorized therein.
8. "Fire Chief" means the chief executive officer of the Orange County Fire Authority.
9. "Fiscal Year" means the annual period commencing on July 1st and ending June 30th.

10. "MOU" means the Memoranda of Understanding between the OCFA and (a) International Association of Firefighters Local 3631 (the Orange County Professional Firefighters Association); (b) the OCFA Chief Officers Association; (c) the Orange County Employees Association; and (d) the Orange County Fire Authority Managers' Association, as they exist on the effective date of this Agreement and as they may, from time to time, be amended or suspended.

11. "Division" means an area that identifies a specific geographical boundary that can include multiple fire suppression battalions and/or cities.

12. "Fire Battalion Chief" means an individual who supervises a battalion or an Orange County Fire Authority section, (e.g., Training Section).

13. "Battalion" means an area that identifies a specific geographical boundary that includes multiple stations and/or cities.

II. MEMBERSHIP: CITY shall be a member of OCFA and shall be subject to all the provisions, conditions, benefits, obligations and liabilities set forth in the JPA Agreement, as that Agreement may be further amended from time to time, unless otherwise provided herein. CITY shall have one representative on the JPA Board.

### III. GENERAL SCOPE:

1. OCFA shall provide to CITY fire suppression, fire prevention, fire investigation, emergency medical, rescue and related services, hazardous materials response, and community safety and education services (collectively "fire services"). Services provided exclude weed abatement services.

2. The effective date in which OCFA will begin providing services to CITY is planned for 08:00 a.m., August 16, 2019; however, in the event additional time is needed to obtain final approval of the transition, the effective date may be modified by mutual agreement of CITY and OCFA. The intent is that the effective date be scheduled approximately 120 days after final approval of the transition.

3. The level of service provided shall be the same as the general level of similar services provided by OCFA elsewhere within its boundaries. Specific service criteria are set forth in Attachment "A" to this Agreement, and incorporated herein as if fully set forth within the body of this Agreement. Any changes to such levels and method of service shall be determined by the Board of Directors and administered by the Fire Chief, who shall have direct control and supervision over the services provided pursuant to this Agreement, and who is hereby designated as the CITY Fire Chief and Fire Marshal.

4. Fire suppression and emergency medical response stations located within or assigned to the CITY are set forth below and shall be the same as existed on the effective date of this Agreement. Prior to making any changes to assigned fire suppression and emergency medical response stations, the Fire Chief shall meet and confer with the CITY Manager. Any changes in fire suppression and emergency medical response service station assignments shall be set forth in a written Memorandum of Understanding

("MOU") between the Fire Chief and the CITY Manager. In the event of failure to reach agreement with the Fire Chief, the CITY shall have the right to appeal to OCFA's Board of Directors.

5. Subsection (3) above shall not restrict the OCFA Board of Directors from approving OCFA related service enhancements from the Structural Fire Fund Entitlement Fund.

6. The Division Chief assigned to the CITY, or his or her designee, shall attend CITY Council meetings, commission meetings and CITY staff meetings when requested by the CITY Manager and shall provide the CITY with any and all reports or documents pertaining to the CITY upon reasonable request by the CITY Manager.

7. Fire suppression and emergency medical response services shall be provided from CITY locations stated below, which shall be re-designated as indicated:

| <u>Location</u>      | <u>Old Designation</u> | <u>New Designation</u> |
|----------------------|------------------------|------------------------|
| 11301 Acacia Pkwy    | Station #1             | Station #81            |
| 11805 Gilbert St     | Station #2             | Station #82            |
| 12132 Trask Ave      | Station #3             | Station #83            |
| 12191 Valley View St | Station #4             | Station #84            |
| 12751 Western Ave    | Station #5             | Station #85            |
| 12232 West St        | Station #6             | Station #86            |
| 14162 Forsyth Ln     | Station #7             | Station #80            |

#### IV. ADMINISTRATION:

1. In providing fire services, OCFA hereby is authorized to and may enforce applicable CITY codes and ordinances, collect and retain any and all Fire Prevention or Miscellaneous User fees (excluding paramedic user fees) as determined by OCFA, and file any claims or actions on behalf of CITY to recover and retain amounts for emergency and hazardous materials responses.

2. The OCFA Fire Chief hereby is designated as Fire Chief of CITY.

3. Personnel and equipment routinely assigned to provide services under this Agreement shall be assigned to Battalion 11. The Battalion Chief of Battalion 11 will exercise day-to-day operational responsibility within the CITY.

4. On activation of the CITY's Emergency Operations Center (EOC), the individuals designated by the CITY Manager and the Division Chief shall be detailed to assist in EOC operations and release of local resources may occur only after their evaluation of local conditions.

V. LEASE OF APPARATUS: AUTHORITY hereby agrees to lease from CITY, and CITY hereby agrees to lease to OCFA, the following apparatus (the "specified apparatus"):

|                                      |      |                   |
|--------------------------------------|------|-------------------|
| 2017 Ford 250 4x4 Crew Cab           | #139 | 1FT7W2B64HEF25569 |
| 2015 Ford F250 4x4 Crew Cab          | #938 | 1FT7W2B61FEB24882 |
| 2002 Pierce Dash Type I              | #555 | 4PICT02563A002750 |
| 2009 Pierce Arrow Type I             | #820 | 4P1CA01H59A009841 |
| 2009 Pierce Arrow Type I             | #821 | 4P1CA01H09A009861 |
| 2009 Pierce Arrow Type I             | #822 | 4P1CA01H29A009862 |
| 2015 Pierce Arrow Type I             | #958 | 4P1BAAGF8FA015457 |
| 2015 Pierce Arrow Type I             | #959 | 4P1BAAGF8FA015458 |
| 2005 Pierce Dash 100" TDA (Training) | #625 | 4P1CD01H55A005225 |
| 2018 Air Utility                     | #186 | 3HAMKTARXKL293918 |

1. The specified apparatus shall be delivered to the OCFA equipped as currently equipped by the CITY. OCFA will ensure that frontline emergency apparatus assigned within the CITY (trucks, engines) will reflect the City of Garden Grove's seal, in addition to the OCFA's logo, along with wording to indicate that the apparatus is serving the City of Garden Grove.

2. For the specified apparatus, OCFA will lease from the CITY at no cost, the term of such lease shall commence concurrently with this Agreement, and the term of such lease shall terminate upon retirement of the apparatus from OCFA.

3. The specified apparatus shall be incorporated into the OCFA's established vehicle rotation and replacement programs, preventive maintenance programs, and will be enrolled in OCFA's vehicle insurance program.

4. Each fiscal year, commencing with fiscal year 2019/20, CITY shall pay to OCFA the CITY's share of the OCFA's vehicle replacement program. For fiscal year 2019/20, the annualized amount is \$306,998. The prorated amount of \$13,204 for the first partial month of August 2019, and the subsequent monthly amount of \$25,583 for September 2019 through June 2020 is included in the costs of service set out in section VII below and is subject to annual increases.

5. For purposes of the vehicle replacement program, the following useful life assumptions apply:

Useful Life:

Engine - 13 years or 120,000 miles

Truck - 17 years or 120,000 miles

Paramedic Van - 4 years or 120,000 miles

6. Upon the effective date of any termination, the value of the funds paid by the CITY as its share of the vehicle replacement program shall be returned to the CITY in an amount no greater than the funds paid by the CITY, less actual costs incurred by the OCFA for the repair, maintenance, or replacement of the specified apparatus. The value,

if positive, will be returned to the City in the form of returned apparatus, a refund of payments, or a combination of both.

#### VI. LEASE OF FIRE STATIONS:

1. CITY shall lease to OCFA and OCFA shall lease from CITY the fire stations listed in Section III pursuant to the leases set out on Attachment C. This lease will have the same term as this Agreement and the rent will be one dollar (\$1) per year per station. Upon the effective date of any termination, OCFA's lease-interest in the CITY's fire stations will terminate and the fire station facilities will be returned to CITY.

2. CITY will also provide OCFA with a \$15,000 revolving maintenance expense account per fire station for appliance repair/replacement and other minor station repairs and improvements pursuant to the JPA Agreement. This amount is included in the costs of service set out in section VII below.

VII. COST FOR SERVICE: Except as otherwise provided in this Agreement, all provisions in the JPA Agreement regarding the calculation and payment of Service Charges shall apply. To the extent of any conflict between the JPA Agreement and this Agreement, the terms set forth in this Agreement shall control with regard to the CITY.

1. CITY shall pay to OCFA the sum of \$20,322,587 for Fire and Emergency Medical Services under this Agreement from August 16, 2019 until June 30, 2020. Payment shall be made as follows:

|    |                        |             |
|----|------------------------|-------------|
| a. | by August 16, 2019 -   | \$1,007,587 |
| b. | by September 1, 2019 - | \$1,931,500 |
| c. | by October 1, 2019 -   | \$1,931,500 |
| d. | by November 1, 2019 -  | \$1,931,500 |
| e. | by December 1, 2019 -  | \$1,931,500 |
| f. | by January 1, 2020 -   | \$1,931,500 |
| g. | by February 1, 2020 -  | \$1,931,500 |
| h. | by March 1, 2020 -     | \$1,931,500 |
| i. | by April 1, 2020 -     | \$1,931,500 |
| j. | by May 1, 2020 -       | \$1,931,500 |
| k. | by June 1, 2020 -      | \$1,931,500 |

2. In a letter dated September 22, 2017 from the CITY Manager to the OCFA Fire Chief, the CITY requested a proposal from OCFA for the possible provision of Fire Protection and Emergency Medical Services. The amount paid by the CITY for the proposal (\$75,000) has been applied to reduce the August 16, 2019 payment above from \$1,101,903 to \$1,026,903. This August 16, 2019 payment was then further reduced by \$19,316 to reflect CITY's fire station energy savings, bringing this payment down from \$1,026,903 to \$1,007,587.

3. Except as otherwise expressly provided in this Agreement, all sums due to AUTHORITY from CITY shall be paid at the beginning of each calendar month, in advance.

4. For each subsequent fiscal year covered by this Agreement, commencing with FY 2020/21, the Fire Chief shall notify the CITY Manager, in writing, of the estimated charges for providing the agreed services to CITY during the following fiscal year on or before March 1 of each year. Final charges for providing services to CITY during the following fiscal year will be provided, in writing, on or before May 1 of each year. CITY will pay such final charges, in monthly installments, at the beginning of each month, in advance.

5. The estimated costs and charges shall be determined pursuant to the JPA Agreement, including but not limited to Article IV, § 3B and Article VI of the JPA Agreement.

#### VIII. START-UP COSTS:

1. The parties agree that a sum, estimated not-to-exceed \$1,136,225 is owing to OCFA by CITY for start-up costs, as specified in this Agreement. Those start-up costs are as follows:

|                   |             |
|-------------------|-------------|
| Communications/IT | \$293,146   |
| Facilities        | 156,500     |
| Personnel         | 152,650     |
| Service Center    | 309,661     |
| Fleet Services    | 20,800      |
| EMS               | 203,468     |
| Total             | \$1,136,225 |

2. OCFA agrees to amortize these one-time start-up costs over the first ten years of this Agreement. OCFA will invoice CITY for the annual prorated amount of \$113,623 with the first monthly invoice for each fiscal year for ten years, commencing with FY 2019/20.

#### IX. PERSONNEL:

1. OCFA will offer employment effective 8:00 a.m., August 16, 2019 to the personnel employed by the CITY's fire department on the effective date of this Agreement, under the terms and conditions specified in Attachment "B" to this Agreement. Such offers are contingent upon those personnel who meet the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement. After 8:00 a.m., August 16, 2019, CITY shall not be liable for the payment of any wages or other compensation to any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. Those personnel who fail to meet the standards in the period prescribed will be offered employment on the first

occasion on which they meet the standards, but in no event shall they be offered employment after August 16, 2020.

2. Transitioning employees participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

#### X. WORKER'S COMPENSATION:

To avoid the hazards, delays and risks of litigation, and to provide prompt and appropriate benefits to injured workers', the parties desire to establish a mechanism to determine their proportionate share of liability for all types of workers' compensation benefits which may become due to former employees of the Garden Grove Fire Department.

1. For any continuous trauma claim brought under the California Workers' Compensation law against OCFA by former employees of the CITY Fire Department, the Parties shall share liability in proportion to the period of time the former employee was employed by each agency. CITY agrees to indemnify and hold harmless OCFA for all workers' compensation and/or administrative costs incurred as a result of any such claim, of any nature or type whatsoever, to the extent of the proportion the period of time the former employee was employed by CITY bears to the total period of time the former employee was employed by both CITY and OCFA.

2. For any claim originally brought under the workers' compensation laws of California against CITY for which residual or ongoing benefits may be due, CITY shall indemnify and hold harmless OCFA for the cost of all such benefits, including any/all administrative costs, without reference to apportionment, and shall reimburse OCFA for the same to the extent paid by OCFA. Such indemnity, hold harmless, and reimbursement obligation shall specifically include, but is not limited to, costs of medical treatment, new and further disability, Labor Code section 4850 benefits, and any other benefits under the laws governing the California Workers' Compensation System.

3. For any specific injury claimed by former CITY Fire Department employees under the California Workers' Compensation laws, alleged to have occurred after the date of transfer of employment to OCFA, the OCFA shall bear the full cost of any workers' compensation benefit due, which is attributed solely and exclusively to such specific injury.

4. For any claim brought by former CITY fire Department employees arising under any presumption of injury arising out of the California Labor Code, regardless of the date such claim is filed, CITY shall indemnify and hold harmless OCFA for all workers' compensation benefits and/or administrative costs incurred, which may become due, based upon the proportionate respective percentage of employment as described in Section X.1. above.

5. The Parties expressly agree that the above indemnification and hold harmless obligations are contractual in nature and not based on any determination by the WCAB.

6. ARBITRATION: IN THE EVENT OF DISPUTES ARISING UNDER THIS SECTION X OF THE AGREEMENT, THE OCFA AND CITY AGREE SUCH DISPUTES SHALL BE DETERMINED EITHER BY AGREEMENT OF THE PARTY, OR IF EITHER PARTY DETERMINES THE DISPUTE CANNOT BE RESOLVED BY AGREEMENT, THEN BY BINDING ARBITRATION BEFORE AN INDIVIDUAL ARBITRATOR WITH EXPERTISE IN WORKER'S COMPENSATION ISSUES. SUCH ARBITRATOR SHALL BE SELECTED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR FAILING THAT, BY THE JUDICIAL ARBITRATION AND MEDIATION SERVICE (JAMS). THE COST OF THE ARBITRATION SHALL BE SHARED EQUALLY BY THE PARTIES.

#### XI. INDEMNIFICATION:

1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents in the performance of services pursuant to this Agreement.

2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents. This Section 11.2 shall apply whether or not the incident or occurrence occurred prior to or after the effective date.

3. The provisions of this Section XI shall survive termination or expiration of this Agreement.

4. For purposes of this Section XI, the Fire Chief shall be deemed to be an officer, employee, agent and representative of OCFA, and not of CITY.

#### XII. TERM AND TERMINATION:

1. This Agreement shall commence on the date first written above, provided the Agreement has been approved as required under the JPA Agreement and by the CITY Council. Delivery of services shall commence on August 16, 2019, or when this Agreement is approved, whichever is later. CITY may terminate this Agreement by giving written notice of withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of the twenty-year term of the JPA Agreement (e.g. for the first ten-year interval, notice must be given by July 1, 2028 to withdrawal by June 30, 2030). OCFA may terminate this Agreement upon written notice to CITY in the event of non-payment or other default of the terms required herein or in the JPA Agreement.

2. Upon termination or expiration of this Agreement or other cessation of CITY's membership in OCFA, CITY agrees to pay OCFA the amount of the unfunded pension liability that had accrued during the term of this Agreement for the number of OCFA employees serving the CITY. In the event of any dispute regarding the amount of the unfunded pension liability at that time, the parties agree that the amount shall be



determined by an independent actuary selected either by mutual agreement of the parties, or failing that, by the actuary used by the Orange County Employees Retirement System (OCERS). The parties shall share any costs charged by the actuary for calculating such amount. The Parties shall agree to a payment schedule for such amount. If the parties are unable to agree upon a payment schedule, the amount shall be amortized so the CITY will pay down the full amount of the unfunded liability over a fifteen (15) year period assuming a rate of return assumed by OCERS as its return on its investments as of the date of termination. Payments pursuant to this Section shall be made by the CITY to OCFA. The provisions of this Section XII shall survive termination or expiration of this Agreement.

XIII. ANNEXATIONS: In the event of any CITY annexation of territory within the Structural Fire Fund, the level of Structural Fire Fund and redevelopment revenues existing at the time of the annexation shall continue to pass through to OCFA as compensation for the services provided pursuant to the JPA Agreement, unless otherwise agreed to by the parties hereto. As used herein, "level of Structural Fire Fund and redevelopment" shall mean the amount of such revenues existing at the time of annexation, adjusted by any diminution or growth in value occurring thereafter. It is the intent of the parties that CITY annexations not have an adverse financial effect on OCFA. Annexations that do not result in additional OCFA service demand and, therefore require no additional OCFA resources, will not result in additional charges to CITY as a result of said annexation.

XIV. EFFECTIVE DATE AND TERM: The effective date of the Agreement shall be 8:00 a.m., August 16, 2019 and unless terminated in accordance with the provisions herein and in the JPA Agreement, this Agreement shall remain in force for the same duration as the JPA Agreement, and as the JPA Agreement may be amended from time to time.

XV. INDEPENDENT CONTRACTOR: CITY shall not be liable for the direct payment of any wages or other compensation of any officer, employee, or agent of OCFA performing any services under this Agreement. CITY shall not be liable to any officer, employee, or agent of OCFA for any sickness or injury incurred by such person in the course of performing services under this Agreement, except to the extent set forth in Section XI. OCFA shall be solely responsible for all personnel actions relating to OCFA employees utilized in the performance of this Agreement. The employees of OCFA shall not be deemed employees of CITY as a result of this Agreement, except as necessary pursuant to Penal Code Section 1463 et seq. for cities to obtain their statutory share of fire revenues.

XVI. MISCELLANEOUS PROVISIONS:

1. This agreement supersedes any prior agreements between OCFA and CITY. The CITY Manager and Fire Chief may enter into an MOU for operational issues.

2. This Agreement may be amended only in writing, in whole or in part, and signed by both parties. No waiver of any term or condition herein shall be a continuing waiver thereof.

3. This Agreement shall be interpreted in a manner complementary to the JPA Agreement, including the provisions which govern city member participation. In the event of an irreconcilable conflict between this Agreement and the JPA Agreement, this Agreement shall prevail.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: \_\_\_\_\_  
Steven R. Jones, City Mayor

By: \_\_\_\_\_  
Joe Muller, Chair

Attest:

Attest:

By: \_\_\_\_\_  
Teresa Pomeroy, City Clerk

By: \_\_\_\_\_  
Sherry A.F. Wentz,  
Clerk of the Authority

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Daphne Anneet, Special Counsel

By: \_\_\_\_\_  
John Bakker, Special Counsel

**ATTACHMENT A**  
**SERVICE CRITERIA**

**SERVICE LEVEL**

**Management Committee**

The OCFA Fire Chief, executive management team, and management staff are committed to providing CITY with an effective and efficient level of service. The Division 1 Chief will be assigned to attend CITY Council and CITY management meetings requested by CITY Manager.

A battalion chief will have the day-to-day operational responsibility within the CITY of Garden Grove. CITY will become part of the Battalion 11.

Additionally, the OCFA management is committed to being responsive to CITY requests for participation in community activities and other such meetings and/or functions upon the request of the CITY manager or designated CITY staff.

The OCFA will provide personnel to the CITY's EOC in the event of activation and work with the CITY to provide training as mutually agreeable between the OCFA Fire Chief or his representative and the CITY Manager.

**Emergency Response**

1. Response Performance

OCFA will utilize the Board of Directors' adopted standards of cover for response performance. OCFA monitors all of the standards and reports on performance to the City Manager on a quarterly basis.

2. Station Resources

|  |  |  |  |
|--|--|--|--|
| <b>Station #81</b><br>(Current Station #1)<br>Paramedic Truck<br>Battalion Chief | <b>Station #82</b><br>(Current Station #2)<br>Paramedic Engine | <b>Station #83</b><br>(Current Station #3)<br>Paramedic Engine | <b>Station #84</b><br>(Current Station #4)<br>Paramedic Engine |
| <b>Station #85</b><br>(Current Station #5)<br>Paramedic Truck                    | <b>Station #86</b><br>(Current Station #6)<br>Paramedic Engine | <b>Station #80</b><br>(Current Station #7)<br>Paramedic Engine |  |

The OCFA will provide four person staffing for front line emergency units stationed in Garden Grove and will provide minimum staffing as outlined in the firefighter MOU.

## **ATTACHMENT A**

### **SERVICE CRITERIA**

| <b><u>Type of Call</u></b>                      | <b><u>Standard Response</u></b>   |
|---|---|
| Small vehicle, fence, power pole, or trash fire | One engine company  |
| Large vehicle, (trucks) or grass fire           | Two engine companies and one battalion chief  |
| All structural fires                            | Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs   |
| Structure Fires/Residential "Working Fire"      | Four engine companies, two truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer  |
| Structure Fires/Commercial-Apt "Working Fire"   | Four engine companies, three truck companies, one paramedic unit (if necessary), and two battalion chiefs, division chief, safety officer, service support, investigator, public information officer  |
| Medical aid or rescue call                      | The closest paramedic engine or paramedic truck company or a paramedic unit will respond with the closest non-paramedic unit  |
| Traffic accident w/persons trapped              | One engine company, one truck company, one paramedic unit (if necessary), and one battalion chief   |
| Hazardous materials incident (outside)          | One engine, the hazardous materials unit, one truck company, one battalion chief, and additional units as required (i.e., additional engines, paramedics etc.)  |
| Hazardous Materials incident (inside structure) | Four engine companies, one truck company, one battalion chief, one division chief, hazardous materials unit, public information officer, terrorist liaison officer, additional units as required (i.e., additional engines, paramedics, etc.) |
| Public service calls                            | Closest engine or truck company   |
| Second and each additional alarm                | Three engines, one truck company, one air utility unit, one additional battalion chief, division chief, and Safety Officer  |
| High rise response                              | Six engines, three trucks, two battalion chiefs, one division chief, heavy rescue, one medic unit, one air utility unit, one safety officer, one duty officer, other overhead units   |
| Cover assignments                               | Any emergency of extended duration will result in an automatic move-up of equipment in accordance with the OCFA's move-up and cover plans   |

## **ATTACHMENT A**

### **SERVICE CRITERIA**

#### **3. Move-up and Cover**

The move-up and cover program is designed to meet the response needs of the community by the movement of apparatus into critical areas based on the probability of emergency responses. Move-up and cover assignments shall occur in accordance with the OCFA's standard operating procedure.

#### **4. Emergency Dispatch**

Authority will provide dispatchers who are trained in Emergency Medical Dispatch (EMD).

Authority will maintain Mobile Data Terminals within fire department emergency apparatus capable of utilizing the Authority's Computer Aided Dispatch (CAD).

Authority will maintain emergency service radio system that will have coverage of 99% of the CITY and have multiple channel capability for major incidents.

### **FIRE PREVENTION**

OCFA will provide education and prevention services as follows:

1. Analyze fire data to identify fire risks and target populations. Develop and implement programs to address them utilizing "best practices": education, engineering and/or enforcement.
2. Provide annual fire prevention inspections for identified occupancies.

Provide fire protection and engineering consultation services to the CITY planning staff and commissions for tentative tract, parcel maps, and other land use proposals which may require fire department input, including fire department plan check and engineering review of specific risks (industrial, commercial, institutional, and applicable single and multi-family dwellings) for conformance with fire code requirements and state fire and life safety regulations, upon specific request.

### **INCIDENT INVESTIGATION**

OCFA shall provide origin and cause investigative services on identified incident types reported to the fire department within the CITY. OCFA Fire Investigation Section shall be assigned to determine the cause of every major fire, fire fatality, or significant dollar loss.

### **PUBLIC INFORMATION/EDUCATION**

OCFA will provide fire prevention and safety education programs to targeted schools, businesses, community associations, child-care providers, and other members of the community and will respond to information requests from the community. Community safety and education programs shall be provided, after consultation with the CITY manager, to educate targeted residents and businesses in order to help preserve life and property.

## **ATTACHMENT A**

### **SERVICE CRITERIA**

#### **HAZARDOUS MATERIALS RESPONSE**

The OCFA will provide hazardous materials response service to the CITY. The OCFA does not provide hazardous materials cleanup, removal, or disposal. The OCFA maintains a hazardous materials response capability, meeting the state standards for a Type I hazardous materials response team.

#### **EMERGENCY MEDICAL RESPONSE**

OCFA will provide emergency medical response services within the CITY. Ambulance service will be supervised by the CITY. CITY will retain all revenues collected from existing paramedic subscription and ambulance transport program for medical responses within the CITY. The CITY will be responsible for the cost of the Ambulance Program.

#### **AUTOMATIC AID / MUTUAL AID**

OCFA will, immediately upon execution of this Agreement, commence negotiations for automatic aid agreements with those fire agencies that currently have automatic aid agreements with the CITY.

#### **GRANT ADMINISTRATION**

The OCFA will provide Grant Administration services for the City for grants relating to the provision of Fire and Emergency Medical Services. OCFA's Grant Administration services include the grant application process, approval process, and expenditure-management process, as well as ensuring compliance with reporting requirements.

#### **RESOURCE PLACEMENT ANALYSIS**

Based on service level need, the CITY and OCFA will evaluate and determine the service need for the following:

**Response Performance for Configuration of Response Units:** Following a two-year period, OCFA and the CITY will evaluate the response performance for the current configuration of response units in the CITY (excluding ambulance service, which may be reviewed sooner) and discuss the results of the analysis, including any recommendations from either party for modifications that are warranted. Resource modifications may be available with additional new partnering cities.

## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

#### **SWORN PERSONNEL**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

#### **Name**

#### **Rank or Position**

#### **Salary Step**

See Exhibit 1 for the detailed list of names, rank or position, and salary step for Sworn Personnel.

(Persons who accept employment with the OCFA pursuant to this offer are hereafter referred to as "transitioning employees".)

CITY will furnish to OCFA, prior to the effective date of this Agreement, the date of hire and the length of continuous service for each employee listed above. The CITY warrants the accuracy of such data and will defend and hold harmless OCFA in any proceeding based on the alleged inaccuracy of such data.

In accordance with the applicable MOU, transitioning personnel assigned by the OCFA to hazardous materials, ARFF, USAR Logistics, Staff Assignment, EMT, or paramedic assignments will be paid specialty pay. Bilingual transitioning employees will receive the compensation provided under the Bilingual Pay section of the MOU. All sworn transitioning personnel who currently receive bilingual pay (as certified by the CITY) will be granted grandfathered status, with no new testing requirement, for purposes of receiving either OCFA's Spanish Language Pay or OCFA's Bilingual Pay as defined by OCFA's MOU.

Education incentive pay is available by application. Transitioning personnel assigned to positions requiring special training will receive such training.

Transitioning employees will be considered to have passed their probation period with the OCFA, except for the following:

1. Any employee who has not completed probation with the CITY.
2. Any employee who has been suspended within the last one (1) year.

If an employee meets any of the above exceptions, the employee may, at the discretion of the OCFA Fire Chief, be required to serve a new probation period of fifty-two continuous weeks from the date they are first employed by OCFA, ending with the first day of the pay period following completion of said period as defined by the applicable MOU. At the sole discretion of the OCFA Human Resources Director, the new probation period required hereunder may be reduced, but under no circumstances shall the probation period be reduced to less than six (6) months.

## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

Notwithstanding anything to the contrary, it is agreed the OCFA will not accept for employment those CITY employees who have been dismissed from service, or have been issued a Notice of Intent to Dismiss prior to August 16, 2019 which has not been resolved as of the Effective Date of this Agreement, regardless of the outcome of pending litigation stemming from such dismissal or pending dismissal. Said employees, if applicable, will remain employees of CITY.

Except as modified herein, continuous employment with CITY shall be considered the same as continuous employment with the OCFA for all transitioning employees only for the purposes of meeting minimum requirements for promotional opportunities and the accrual of vacation and sick leave. Transitioning employees shall accrue vacation and sick leave at the rates designated in the applicable MOU.

All transitioning employees will participate in a defined contribution plan or "Retiree Health Savings Plan" and are eligible for reimbursement benefits upon retirement as defined by the plan.

OCFA will supply new uniforms and necessary additional safety clothing to transitioning personnel. The cost of such uniforms and clothing has been included as part of the start-up costs to be paid by CITY.

CITY safety clothing in the possession of transitioning employees on the effective date of this Agreement shall become the property of the OCFA at no cost.

Transitioning employees will be accorded reciprocity in the Orange County Employees Retirement System to the extent they are entitled to such reciprocity by the County Employees Retirement Act of 1937.

The CITY certifies that the listing of service hours provided by the CITY for employees transitioning to employment with the OCFA is a true and accurate computation of service hours for each transition employee during his or her employment with the CITY. These service hours reflect 2080 service hours for each year of service with the CITY, plus a prorated number of hours for any partial year of service with the CITY through, less a prorated number of hours for any time off without pay for either an unpaid leave of absence or an unpaid suspension. In the event of any conflict regarding the computation of service hours after the date of transitioned, provided the transitioned employee(s) release a review of their Garden Grove record, the CITY will make available any records necessary to resolve the complaint. If the transition employee(s) does not release their CITY record for review the CITY will research their records and assist the OCFA in resolution of the conflict.



## **ATTACHMENT B**

### **TRANSITION OF PERSONNEL**

#### **NON SWORN PERSONNEL**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

**Name**

**Position**

**Salary Step**

See Exhibit 2 for the detailed list of names, positions, and salary step for Non-Sworn Personnel.

Employees who accept a non-safety position with the OCFA will be considered “new hires” and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive pay is available based on application.

## **ATTACHMENT B - EXHIBIT 1**

The following CITY Fire Department safety employees shall be offered employment by the OCFA at the rank and salary stated below:

### **SWORN PERSONNEL (TOTAL COUNT = 77)**

#### **Sworn Positions – Created by Contract (Count =87)**

| <b>Name</b>                  | <b>Rank or Position</b> | <b>Salary Step</b>               |
|------------------------------|-------------------------|----------------------------------|
| 1. Maule, Cheyne C.          | Battalion Chief         | BC 1 – bottom of BC Salary Range |
| 2. McGovern, Terry A. Jr     | Battalion Chief         | BC 2 – top of BC Salary Range    |
| 3. Truhill, Justin           | Battalion Chief         | BC 3 – within BC Salary Range    |
| 4. Whitaker, Paul J.         | Battalion Chief         | BC 4 – top of BC Salary Range    |
| 1. Acosta, Anthony R.        | Fire Captain            | 10                               |
| 2. Acosta, Alberto           | Fire Captain            | 10                               |
| 3. Breneman, Jerry R.        | Fire Captain            | 10                               |
| 4. Doyle, Justin D.          | Fire Captain            | 10                               |
| 5. Fellner, Steve P.         | Fire Captain            | 10                               |
| 6. Gabbard, James L.         | Fire Captain            | 10                               |
| 7. Garcia, Drew R.           | Fire Captain            | 10                               |
| 8. Hanna, Jeff W.            | Fire Captain            | 10                               |
| 9. Kleibacker, Matthew C.    | Fire Captain            | 8                                |
| 10. Kuhlman, Scott A.        | Fire Captain            | 10                               |
| 11. Nguyen, Thanh Q.         | Fire Captain            | 10                               |
| 12. Niblo, Frederick N.      | Fire Captain            | 10                               |
| 13. Pardoen, Brent C.        | Fire Captain            | 10                               |
| 14. Rieth, Michael Kurt      | Fire Captain            | 6                                |
| 15. Ruhman, Wade E.          | Fire Captain            | 10                               |
| 16. Ruzicka, Dennis L.       | Fire Captain            | 10                               |
| 17. Schaefer, Nick R.        | Fire Captain            | 10                               |
| 18. Spell, Morris B.         | Fire Captain            | 10                               |
| 19. Strohm, William S.       | Fire Captain            | 10                               |
| 20. Trenholm, Christopher B. | Fire Captain            | 10                               |
| 21. Waldschmidt, David S.    | Fire Captain            | 10                               |
| 22. Weiss, Mark S.           | Fire Captain            | 10                               |
| 1. Baranger, John D. III     | Fire Apparatus Engineer | 10                               |
| 2. Bauer, Lucas B.           | Fire Apparatus Engineer | 10                               |
| 3. Bell, Bradley D           | Fire Apparatus Engineer | 10                               |
| 4. Camberos, Jose J.         | Fire Apparatus Engineer | 10                               |
| 5. Crawford, Joe W.          | Fire Apparatus Engineer | 10                               |
| 6. Crawford, Timothy A.      | Fire Apparatus Engineer | 10                               |
| 7. Eckhardt, Michael G. Jr.  | Fire Apparatus Engineer | 10                               |
| 8. Henshaw, Matthew R.       | Fire Apparatus Engineer | 10                               |
| 9. Jacobs, Michael L.        | Fire Apparatus Engineer | 10                               |

## **ATTACHMENT B - EXHIBIT 1**

|                            |                         |    |
|----------------------------|-------------------------|----|
| 10. Jemiola, Jordan R.     | Fire Apparatus Engineer | 10 |
| 11. Lovely, Norman M.      | Fire Apparatus Engineer | 10 |
| 12. Marquez, John M. Jr.   | Fire Apparatus Engineer | 10 |
| 13. Mellem, Shane D.       | Fire Apparatus Engineer | 10 |
| 14. Mellem, Travis M.      | Fire Apparatus Engineer | 10 |
| 15. Nguyen, Son L.         | Fire Apparatus Engineer | 10 |
| 16. Sanchez, David C.      | Fire Apparatus Engineer | 10 |
| 17. Scherer, Scott A.      | Fire Apparatus Engineer | 10 |
| 18. Traver, Justin D.      | Fire Apparatus Engineer | 10 |
| 19. Valderrama, Mario G.   | Fire Apparatus Engineer | 7  |
| 20. Wingert, Joseph A. Jr. | Fire Apparatus Engineer | 10 |

|                            |                       |   |
|----------------------------|-----------------------|---|
| 1. Blomgren, Jason R.      | Firefighter/Paramedic | 1 |
| 2. Burroughs, Myles S.     | Firefighter/Paramedic | 9 |
| 3. Carlson, David M.       | Firefighter/Paramedic | 3 |
| 4. Cary, Parker W.         | Firefighter/Paramedic | 1 |
| 5. Feldman, Joshua A.      | Firefighter/Paramedic | 9 |
| 6. Fisher, Timothy D.      | Firefighter/Paramedic | 9 |
| 7. Furuta, Garret M.       | Firefighter/Paramedic | 1 |
| 8. Hawkins, Christopher P. | Firefighter/Paramedic | 1 |
| 9. Howey, Shane S.         | Firefighter/Paramedic | 9 |
| 10. Huber, Peter M.        | Firefighter/Paramedic | 9 |
| 11. Justus, Jaycen R.      | Firefighter/Paramedic | 1 |
| 12. Knaack, Anthony L.     | Firefighter/Paramedic | 9 |
| 13. Lee, Joshua D.         | Firefighter/Paramedic | 1 |
| 14. Lerario, Nicholas A.   | Firefighter/Paramedic | 1 |
| 15. Moore, Daniel J.       | Firefighter/Paramedic | 5 |
| 16. Nobel, Grant A.        | Firefighter/Paramedic | 9 |
| 17. Norrdin, Eric S.       | Firefighter/Paramedic | 3 |
| 18. Page, Anthony J.       | Firefighter/Paramedic | 1 |
| 19. Palomo, Eric M.        | Firefighter/Paramedic | 7 |
| 20. Roach, Andrew J.       | Firefighter/Paramedic | 3 |
| 21. Ronstadt, Richard      | Firefighter/Paramedic | 9 |
| 22. Stowe, Timothy N.      | Firefighter/Paramedic | 1 |
| 23. Thorson, Eric          | Firefighter/Paramedic | 9 |
| 24. Van Wie, Ryan D        | Firefighter/Paramedic | 7 |
| 25. White, Jonthan C.      | Firefighter/Paramedic | 1 |
| 26. Williams, Gregory D.   | Firefighter/Paramedic | 5 |
| 27. Yorke, Jeremie E.      | Firefighter/Paramedic | 1 |
| 28. Clermont, Ynes G.      | Firefighter           | 1 |
| 29. Jaeger, William R.     | Firefighter           | 1 |
| 30. Lindsay, Corey L       | Firefighter           | 4 |
| 31. Mickelsen, Mark A.     | Firefighter           | 9 |

## **ATTACHMENT B - EXHIBIT 2**

The following CITY Fire Department non-safety employees shall be offered employment by the OCFA at the position and salary step stated below:

### **NON SWORN PERSONNEL (TOTAL COUNT = 3)**

| <b><u>Name</u></b>       | <b><u>Position</u></b>            | <b><u>Salary Step</u></b> |
|--------------------------|-----------------------------------|---------------------------|
| 1. Dahlheimer, Bryson T. | Fire Prevention Specialist        | 1                         |
| 2. Nguyen, Don T.        | Senior Fire Prevention Specialist | 11                        |
| 3. Pollock, Amanda M.    | Administrative Assistant          | 6                         |

**ATTACHMENT C**

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

---

Exempt from fees per Government Code § 27383  
(space above for recorder's use)

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**LEASE AGREEMENT  
FOR FIRE STATIONS #80-86**

between

City of Garden Grove with City Seal attached  
and



Orange County Fire Authority  
1 Fire Authority Road  
Irvine, California 92602

This Facility Lease Agreement (“the Lease”) is made to be effective as of August 16, 2019, by and between the Orange County Fire Authority (“OCFA” or “LESSEE”), a California joint powers authority, and the City of Garden Grove (“CITY” or “LESSOR”), a California general law city, (collectively, “the Parties”).

## **RECITALS**

A. WHEREAS, CITY is the owner of seven (7) fire station facilities and related real property within the City of Garden Grove, California, at those locations described in Exhibit A and depicted in Exhibit B; and

B. WHEREAS, CITY is a member of OCFA and is a party to that certain Amended Orange County Fire Authority Joint Powers Agreement, dated September 23, 1999, as amended by that certain First Amendment to the Amended Joint Powers Agreement, effective July 1, 2010, (the "Joint Powers Agreement"); and

C. WHEREAS, the Joint Powers Agreement requires fire stations owned by member cities to be leased to OCFA for one dollar (\$1.00) per annum; and

D. WHEREAS, CITY and OCFA are also parties to that certain Fire Services and Emergency Medical Services Agreement, dated \_\_\_\_\_, 2019 (the "Fire Services Agreement"), effective August 16, 2019, which sets forth the terms pursuant to which OCFA provides fire protection, emergency medical, and related services to CITY; and

E. WHEREAS, the term of the Fire Services Agreement runs concurrently with the term of the Joint Powers Agreement and remains in effect for so long as CITY is a member of OCFA; and

F. WHEREAS, the Parties mutually desire to enter into a lease agreement for the Premises;

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

## **AGREEMENT**

### **1.0 Premises**

1.1. CITY leases to OCFA and OCFA leases from CITY those portions of the Premises described in Exhibit A and depicted in Exhibit B attached hereto and incorporated herein (hereinafter the "Leased Premises"). Notwithstanding any contrary indications in the Fire Services Agreement or in this Agreement (including Exhibits A and B), the Parties agree that Leased Premises with respect to Garden Grove Fire Station No. 1 (11301 Acacia Parkway) specifically exclude the underground fuel tanks that are presented used to fuel fire apparatus. The parties will endeavor to negotiate a separate agreement that allows OCFA to purchase fuel from CITY to fuel vehicles and apparatus at Garden Grove Fire Station No. 1.

### **2.0 Term**

The term of this Lease shall run concurrently with the term of the Fire Services Agreement and any extensions or renewals thereof. If the Fire Services Agreement is terminated for any reason, this Lease shall concurrently terminate in its entirety. This Lease may not be terminated during the term of this Lease except upon mutual agreement of the Parties.

### **3.0 Use of Premises**

3.1. OCFA shall inspect the Leased Premises prior to taking possession. Should following its inspection OCFA determine in its reasonable discretion that the Lease Premises are not in a good and acceptable condition, CITY shall be responsible for completing any necessary remedial work. OCFA's possession and use of the Leased Premises after the Effective Date shall constitute acknowledgment that the Leased Premises are in good and acceptable condition.

3.2. The Leased Premises shall be used exclusively by OCFA, its officers, agents, employees, and volunteers to provide fire protection, suppression, and medical aid services, and related activities, to CITY and in surrounding geographic areas in accordance with the Joint Powers Agreement and Fire Services Agreement, or any subsequent amendments thereto, and for no other purposes.

3.3. OCFA shall not use the Premises in any manner contrary to the terms of this Lease without CITY's prior written consent. CITY's authorized representative shall have the right at all reasonable times to inspect the Leased Premises to determine if the OCFA and its guests are complying with the provisions of this Lease.

3.4. OCFA shall not commit any waste or any public or private nuisance on the Premises.

3.5. OCFA shall not violate any law, rule, or order of any federal, state, or municipal government or agency that may be applicable to the use of the Premises.

3.6. OCFA shall not commit any act on the Premises nor use the Premises in any manner that causes the cancellation of any fire, liability, or other insurance policy insuring the Premises or any improvement on the Premises.

3.7. On or before the effective date of termination of this Lease, OCFA shall vacate the Premises, remove all of OCFA's personal property from the Premises, and leave the Premises in good order and repair subject to the satisfaction of the City Manager.

### **4.0 Rent**

OCFA shall pay CITY as rent for the Leased Premises the sum of One Dollar (\$1.00) per year per fire station facility, at the beginning of the first and subsequent years of the term of this Lease. Rent shall not include the cost of utilities or telephone services.

### **5.0 Telephone Service and Utilities**

5.1 Telephones desired by OCFA for use by OCFA, its employees, or agents, and the cost thereof shall be secured by and paid for by OCFA.

5.2 OCFA shall pay all costs of utilities for the Leased Premises.

### **6.0 Alterations and Improvements**

6.1 OCFA may make alterations, improvements and changes in or to the Leased Premises, including but not limited to, the installation of fixtures, partitions, counters, shelving,

and equipment as OCFA deems necessary, with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. It is agreed that any such fixtures, partitions, counters, shelving, equipment, or other alterations or improvements attached to or placed upon the Leased Premises by OCFA shall be considered as personal property of OCFA, which may be removed by OCFA upon termination of this Lease. OCFA shall repair any damage to the Leased Premises from such removal and agrees that the Leased Premises shall be left in as good condition as when received, reasonable wear and tear excepted.

6.2 Capital improvements to the Leased Premises required by OCFA shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

## **7.0 Maintenance and Repairs**

7.1. OCFA shall keep the Leased Premises in good condition and repair. All damages or injury to the Leased Premises or its contents caused by OCFA, its employees, agents or visitors shall be promptly repaired by OCFA to the satisfaction of the City Manager.

7.2. Maintenance and repairs to the Leased Premises shall be funded in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.3. The cost of repairs required to assure structural integrity and to maintain the habitability of the Premises in compliance with building and health and safety codes will be the sole responsibility of CITY. Significant maintenance or repairs to the Leased Premises that constitute capital improvements pursuant to the Joint Powers Agreement shall be the obligation of CITY in accordance with Article VI of the Joint Powers Agreement, as it may be amended from time to time.

7.4. Unless otherwise mutually agreed by the Parties, CITY shall be responsible for maintenance and repair of all exterior landscaping, parking areas, driveways, joint use areas, if any, and all portions of the Premises other than the Leased Premises.

## **8.0 Party Representatives**

8.1. The City Manager is the CITY's representative for purposes of this Lease.

8.2. The Fire Chief is the OCFA's primary representative for purposes of this Lease.

## **9.0 Notices**

9.1. All notices permitted or required under this Lease shall be deemed made when personally delivered or when mailed 60 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at the following addresses:

To CITY:                      City of Garden Grove  
                                     11222 Acacia Pkwy  
                                     Garden Grove, California 92840  
                                     Attn: City Manager



To OCFA:                      Orange County Fire Authority  
   1 Fire Authority Road  
   Irvine, California 92602  
   Attn: Fire Chief

9.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

## **10.0 Relationship of the Parties**

The only relationship created by this Lease is that of lessor and lessee. Neither CITY nor any of its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of CITY officials, shall have control over the means of service or means of production of OCFA or any of its officers, employees, agent, or volunteers.

## **11.0 Assignment**

Neither Party shall assign or transfer any interest in this Lease whether by assignment or novation, without the prior written consent of the other Party. Any purported assignment without such consent shall be void and without effect.

## **12.0 Insurance**

12.1. OCFA shall, at its expense, procure and maintain for the duration of the Lease, comprehensive general liability insurance and/or self-insurance against claims for injuries to persons or damages to property that may arise from or in connection with its use of the Leased Premises, in an amount of no less than \$ per occurrence for bodily injury, personal injury and property damage for each location. All insurance coverage provided by OCFA shall be primary and not contributory insurance as respects the CITY, shall name CITY, its officials, officers, employees, agents, and volunteers as additional insureds, and shall be endorsed to provide that coverage shall not be suspended, voided, reduced, or cancelled except after thirty (30) days prior written notice to the CITY. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.2. Where a particular Leased Premises consist of an entire building, OCFA shall, at its expense, procure and maintain for the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of the Leased Premises. By the effective date of this Lease, the OCFA shall provide CITY with evidence of compliance with these requirements.

12.3. Where a particular Leased Premises is within a building that is not entirely occupied by OCFA, CITY shall maintain throughout the duration of the Lease, fire insurance with extended coverage on the Leased Premises to the full insurable value of improvements located on the Leased Premises. By the effective date of this Lease, the CITY shall provide OCFA with evidence of compliance with these requirements.

### **13.0 Indemnification, Hold Harmless, and Duty to Defend**

13.1. OCFA shall defend, indemnify and hold harmless the CITY and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of OCFA, its officers, employees or agents relating to OCFA's occupancy and use of the Premises.

13.2. CITY shall defend, indemnify and hold harmless OCFA and its officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorney's fees) arising out of or in any way related to acts or omissions of CITY, its officers, employees or agents relating to CITY's ownership, occupancy, and use of the Premises.

13.3. All duties and obligations under this Section shall survive termination of this Lease.

### **14.0 Taxes and Assessments**

All taxes and assessments, if any, which become due and payable upon the Premises, shall be the full responsibility of CITY, and CITY shall cause said taxes and assessments to be paid promptly.

### **15.0 Equal Opportunity**

OCFA affirmatively represents that it is an equal opportunity employer. OCFA must not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation, or age. Such non-discrimination includes, but is not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

### **16.0 Labor Certification**

By its signature hereunder, OCFA certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing use of the Premises.

### **17.0 Defaults and Remedies**

In the event of any breach of this Lease by either party, the aggrieved party may notify the other in writing of such breach, and the breaching party shall have thirty (30) days in which to initiate action to cure said breach before the other party may proceed to complete the cure of such breach with due diligence or to take any other remedies for default.

### **18.0 Successors in Interest**

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns of all of the parties hereto, all of whom shall be jointly and severally liable hereunder.

## **19.0 Destruction of or Damage to Premises**

In the event of (A) partial destruction of the Premises; or (B) the Premises being declared unsafe or unfit for occupancy by any public authority authorized to make such declaration, for all reason other than OCFA's act, use, or occupation, except as otherwise provided herein: CITY shall immediately make repairs as are necessary to restore the Premises to the condition which existed prior to destruction or damage and/or make repairs as are necessary to make the Premises safe and fit for occupancy. The destruction (including any destruction necessary in order to make repairs required by any declaration), damage or declaration shall in no way render this Lease null and void. If CITY refuses to make such repairs or if such repairs are not completed by CITY within 60 days, OCFA may, at its option, terminate the Lease, or, OCFA's cost of such repairs, including labor, materials, and overhead, may be included by OCFA in amounts owing by CITY to OCFA pursuant to the Joint Powers Agreement, as it may be amended from time to time.

## **20.0 Circumstances Which Excuse Performance**

If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse either Party from the prompt payment of any rental or other charge required of it except as may be expressly provided elsewhere in this Lease.

## **21.0 Entire Agreement**

This Lease contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Lease may only be modified by a writing signed by both parties. Notwithstanding the foregoing, this Lease shall be subject to, and interpreted to be consistent with, the Joint Powers Agreement and the Fire Services Agreement, as they may be amended from time to time. In the event of any inconsistency between the terms of this Lease and the terms of the Joint Powers Agreement and/or the Fire Services Agreement, as they may be amended, the terms of the Joint Powers Agreement, then the terms of the Fire Services Agreement, shall govern, and the terms of this Lease shall be deemed to have been amended in accordance therewith.

## **22.0 Severability**

The invalidity in whole or in part of any provisions of this Lease shall not void or affect the validity of the other provisions of this Lease.

## **23.0 Construction and Governing Law**

The validity, interpretation, and performance of this Lease shall be controlled by and construed under the laws of the State of California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Lease shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Lease or who drafted that portion of the Lease.

## **24.0 No Third Party Rights**

No third party shall be deemed to have any rights hereunder against either party as a result of this Lease.

## **25.0 Waiver**

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

## **26.0 Holding Over**

In the event OCFA shall continue in possession of the Leased Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month-to-month and shall be governed by the conditions and covenants contained in this Lease.

## **27.0 Time**

Time is of the essence in this Lease.

## **28.0 Prohibited Interests**

OCFA maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for OCFA, to solicit or secure this Lease. Further, OCFA warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for OCFA, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Lease. For breach or violation of this warranty, CITY has the right to rescind this Lease without liability. For the term of this Lease, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Lease, or obtain any present or anticipated material benefit arising therefrom.

## **29.0 Attorneys' Fees**

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Lease, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorney's fees and other costs incurred in connection with such action.

## **30.0 Incorporation of Recitals and Exhibits**

All Recitals set forth above and exhibits referenced in this Lease are hereby incorporated into the Lease as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms set forth in the main body of this Lease, the terms set forth in the main body of this Lease shall control.

### 31.0 Corporate Authority

The persons executing this Lease on behalf of the Parties warrant that they are duly authorized to execute this Lease on behalf of said Parties and that by their execution, the Parties are formally bound to the provision of this Lease.

### 32.0 Lease Organization

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Lease as of the date and year first above written.

CITY OF GARDEN GROVE

ORANGE COUNTY FIRE AUTHORITY

By: \_\_\_\_\_  
Steven R. Jones, City Mayor

By: \_\_\_\_\_  
Joe Muller, Chair

Attest:

Attest:

By: \_\_\_\_\_  
Teresa Pomeroy, City Clerk

By: \_\_\_\_\_  
Sherry A.F. Wentz, CMC,  
Clerk of the Authority

Approved as to Form:

Approved as to Form:

By: \_\_\_\_\_  
Daphne Anneet, Special Counsel

By: \_\_\_\_\_  
John Bakker, Special Counsel

**EXHIBIT A-1**

**Garden Grove Fire Station #7 – OCFA Fire Station 80  
14162 Forsyth Lane, Garden Grove, California 92844  
(714) 741-5607**

---



Legal Description  
N-TRACT 2880 BLOCK: LOT 82  
APN 098-353-18

Land Area 0.18  
Year Built 1971  
Square Footage – 2,694 SF

**EXHIBIT A-2**

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81  
11301 Acacia Parkway, Garden Grove, California 92840**

---



### **EXHIBIT A-3**

**Garden Grove Fire Station #2 – OCFA Fire Station 82  
11805 Gilbert Street, Garden Grove, California 92841  
(714) 741-5602**

---



#### **Legal Description**

**SEC 30 T 4 R 10 NLY 75 FT S1/2 N1/2 SE1/4 SW1/4 – Lying NELY of PE R/W  
APN 132-423-19**

**Land Area - .082 Acres  
Year Built 1958  
Square Footage – 4,480 sq. ft.**



**EXHIBIT A-4**

**Garden Grove Fire Station #3 – OCFA Fire Station 83  
12132 Trask Avenue, Garden Grove, California 92843  
(714) 741-5603**

---



**Legal Description**

**SEC 3 T 5 R 10 ELY 120 FT WLY 810 FT NLY 263 SW1/4**

**Land Area – 0.88 Acres**

**Year Built 1959**

**Square Footage – 4,480 sq. ft.**

## **EXHIBIT A-5**

**Garden Grove Fire Station #4 – OCFA Fire Station 84  
12191 Valley View Street, Garden Grove, California 92845  
(714) 741-5604**

---



Legal Description  
TR 3624 LOT 1 ALL – INC POR ABAN ST ADJ  
APN 224-242-11

Land Area – 0.63 Acres  
Year Built 1960  
Square Footage – 4,480 sq. ft.

**EXHIBIT A-6**

**Garden Grove Fire Station #5 – OCFA Fire Station 85  
12751 Western Avenue, Garden Grove, California 92841  
(714) 741-5605**

---



Legal Description  
T 4 R11 SEC 35 POR SW1/4  
APN 215-022-10

Land Area – 0.62 Acres  
Year Built 1974  
Square Footage 4,792 sq. ft.



## EXHIBIT A-7

Garden Grove Fire Station 6 – OCFA Fire Station 86  
12232 West Street, Garden Grove, California 92840  
(714) 741-5606

---

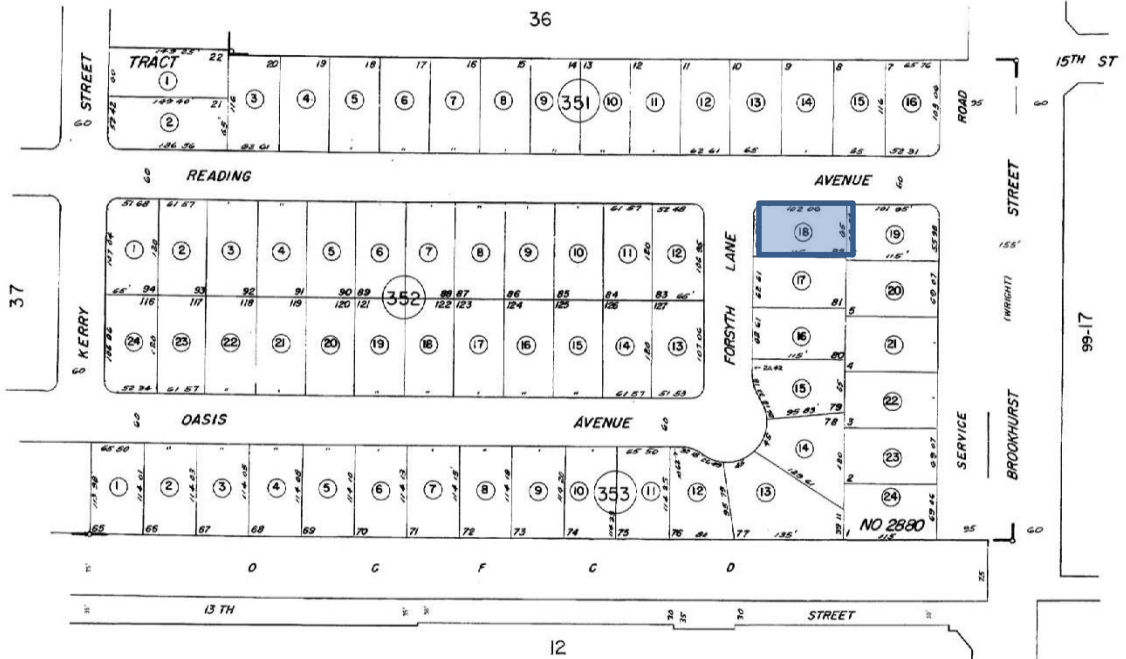


Legal Description

# EXHIBIT B-1

**Garden Grove Fire Station #7 – OCFA Fire Station 80**  
**14162 Forsyth Lane, Garden Grove, California 92844**  
**(714) 741-5607**

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MARCH 1957

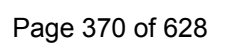
TRACT NO. 2880

M.M. 94-41 to 44 inc.

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES

ASSESSOR'S MAP BOOK 098 PAGE 35 COUNTY OF ORANGE

**Garden Grove Fire Station 1/Headquarters – OCFA Fire Station 81**  
**11301 Acacia Parkway, Garden Grove, California 92840**



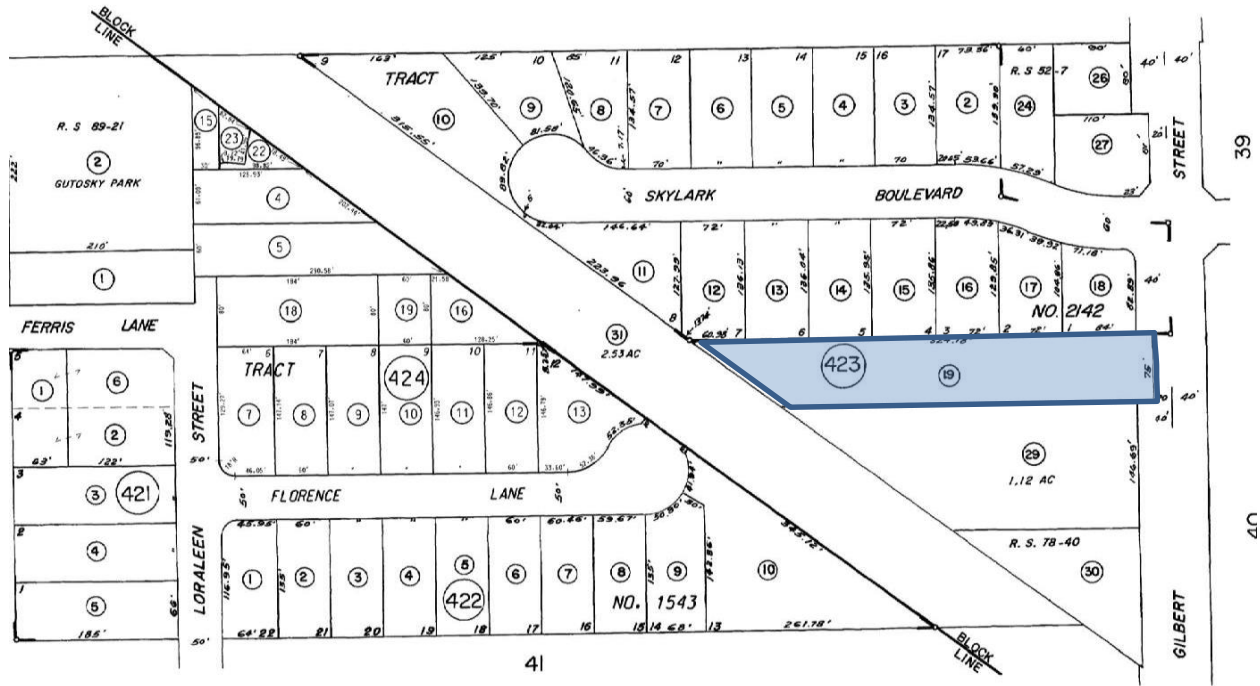
# EXHIBIT B-3

Garden Grove Fire Station #2 – OCFA Fire Station 82  
11805 Gilbert Street, Garden Grove, California 92841  
(714) 741-5602

REPAIRED FOR ORANGE  
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OR ASSUMES ANY LIABILITY  
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FIVE  
ANGE COUNTY ASSESSOR 2013

N 1/2, SE 1/4, SW 1/4 SEC. 30, T 4 S, R 10 W

33



960

TR. NO. 1543  
TR. NO. 2142

M. M. 46-8  
M. M. 83-49, 50

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ASSESSOR'S MAP  
BOOK 132 PAGE 42  
COUNTY OF ORANGE

**Garden Grove Fire Station #3 – OCFA Fire Station 83**  
**12132 Trask Avenue, Garden Grove, California 92843**  
**(714) 741-5603**



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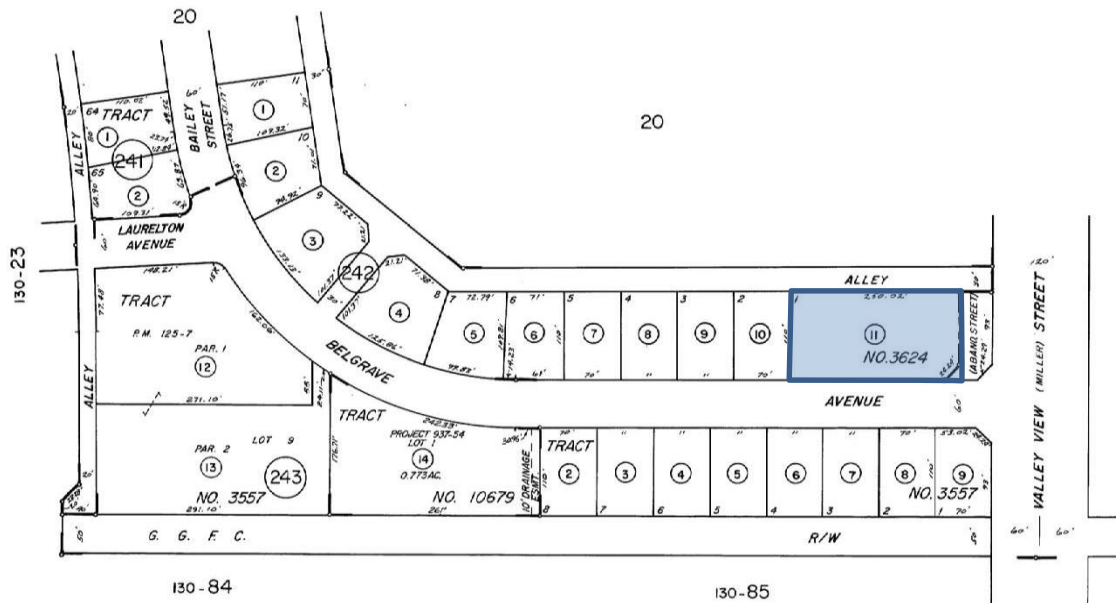


## EXHIBIT B-5

Garden Grove Fire Station #4 – OCFA Fire Station 84  
12191 Valley View Street, Garden Grove, California 92845  
(714) 741-5604

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MARCH 1975

TRACT NO. 3557 M. M. 121-35 TO 38 INC.  
TRACT NO. 3624 M. M. 125-31, 32, 33  
TRACT NO. 10679 M. M. 475-46, 47  
PARCEL MAP P. M. 125-7

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ASSESSOR'S MAP  
BOOK 224 PAGE 24  
COUNTY OF ORANGE

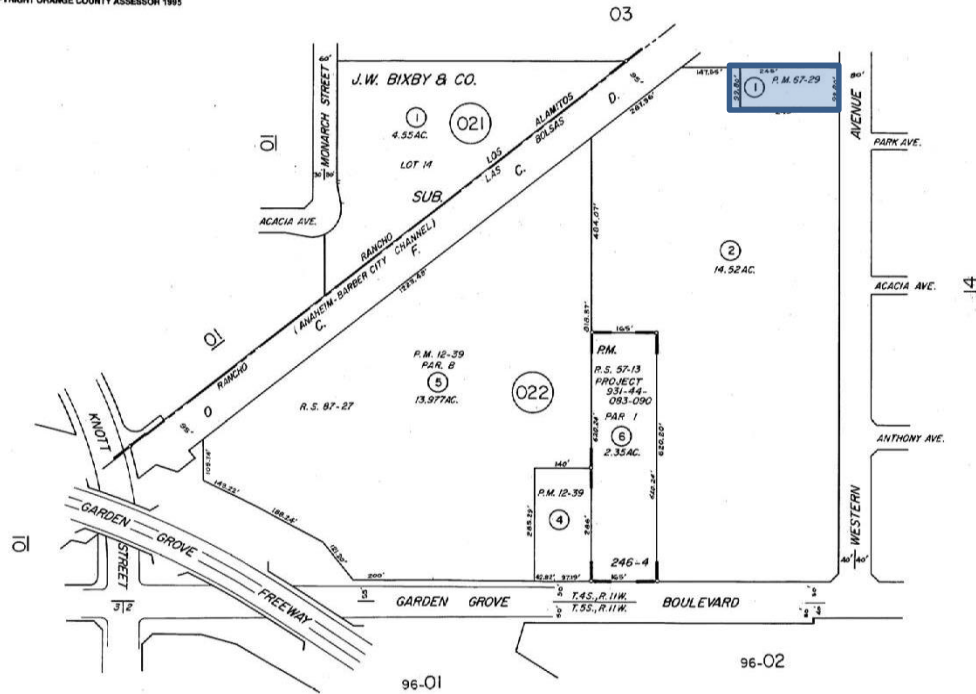
# EXHIBIT B-6

Garden Grove Fire Station #5 – OCFA Fire Station 85  
12751 Western Avenue, Garden Grove, California 92841  
(714) 741-5605

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POR. S. 1/2, S.W. 1/4, SEC. 35, T.4 S., R. 11 W.

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MARCH 1982

J.W. BIXBY & CO. SUB.  
PARCEL MAP  
PARCEL MAP

L.A. 1-83  
P.M. 12-39  
P.M. 246-4

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ASSESSOR'S MAP  
BOOK 215 PAGE 02  
COUNTY OF ORANGE

## EXHIBIT B-7

**Garden Grove Fire Station 6 – OCFA Fire Station 86**  
**12232 West Street, Garden Grove, California 92840**  
**(714) 741-5606**

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**AMENDED ORANGE COUNTY FIRE AUTHORITY  
JOINT POWERS AGREEMENT**

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**AMENDED ORANGE COUNTY FIRE AUTHORITY**  
**JOINT POWERS AGREEMENT**

This amended Agreement is made this 23rd day of September, 1999 by and between the following public entities (collectively, the "members"), BUENA PARK, CYPRESS, DANA POINT, IRVINE, LAGUNA HILLS, LAGUNA NIGUEL, LAKE FOREST, LA PALMA, LOS ALAMITOS, MISSION VIEJO, PLACENTIA, SAN CLEMENTE, SAN JUAN CAPISTRANO, SEAL BEACH, STANTON, TUSTIN, VILLA PARK, WESTMINSTER AND YORBA LINDA (collectively, the "Cities") and the COUNTY OF ORANGE (the "County").

RECITALS

A. County operates the Orange County Fire Department (the "Fire Department"), which presently provides fire protection, prevention and suppression services and related and incidental services to Cities, as well as to the unincorporated area of the County and State areas of responsibility ("SRA").

B. County agrees that Cities require additional policy input into and direction over the costs of such services and use of structural fire fund taxes levied therefor.

C. Cities and County have studied and discussed policy input and cost control for over three years and have determined that creation of a joint power entity to administer fire service operations and delivery serves their needs for policy input and cost control.

D. Each member is a public agency as defined by Government Code Section 6500 et seq. and is authorized and empowered to contract for the joint exercise of powers common to each member.

E. The members now wish to jointly exercise their powers to provide for mutual fire protection, prevention and suppression services and related and incidental services, including but not limited to, creation, development, ownership and operation of programs, facilities, and funds therefor through the establishment of the "Orange County Fire Authority" (the "Authority").

**NOW, THEREFORE**, in consideration of the mutual promises set out, the parties agree as follows:

## **AGREEMENT**

### **ARTICLE I.**

#### **POWERS AND PURPOSES**

1. **Authority Created.** The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California. The Authority shall be a public entity separate from the parties hereto and its debts, liabilities and obligations shall not be the debts, liabilities and obligations of its members.

2. **Purpose of the Agreement; Common Powers to be Exercised.** Each member individually has the statutory ability to provide fire suppression, protection, prevention and related and incidental services including but not limited to emergency medical and transport services, and hazardous materials regulation, as well as providing facilities and personnel for such services. The purpose of this Agreement is to jointly exercise the foregoing common powers in the manner set forth herein.

3. **Effective Date of Formation.** The Authority shall be formed as of February 3, 1995, or such later date as agreed to in writing by all the members (the "Effective Date"), provided that the Authority has met the insurance requirements set forth in Article VI., Section 4. D. below and has become enrolled as a member in the Orange County Employees Retirement System (OCERS).

4. **Powers.** Pursuant to and to the extent required by Government Code Section 6509, the Authority shall be restricted in the exercises of its powers in the same manner as is a general law city. The Authority shall have the power to do any of the following in its own name:

- A. To exercise the common powers of its members in providing fire suppression, protection, prevention and related and incidental services.
- B. To make and enter into contracts, including contracts with its members; notwithstanding, the Authority may not enter into real property development agreements.
- C. To assume Fire Department contracts relating to fire suppression, protection, prevention and related and incidental services.
- D. To determine compensation and working conditions and negotiate contracts with employees and employee organizations.
- E. To employ such agents, employees and other persons as it deems necessary to accomplish its purpose.

- F. To lease, acquire, hold and dispose of property.
- G. To invest surplus funds.
- H. To incur debts, liabilities, or obligations, provided that all long term bonded indebtedness, certificates of participation or other long-term debt financing require the prior consent of the members as set out in Article IV. hereof.
- I. To sue and be sued in its own name.
- J. To apply for grants, loans, or other assistance from persons, firms, corporations, or governmental entities.
- K. To use any and all financing mechanisms available to the Authority, subject to the provisions of Article IV. hereof.
- L. To prepare and support legislation related to the purposes of the Agreement.

- M. To lease, acquire, construct, operate, maintain, repair and manage new or existing facilities as well as to close or discontinue the use of such facilities.
- N. To levy and collect payments and fees for services, provided that paramedic or ambulance user fees shall be approved by the member(s) affected.
- O. To impose new special taxes or assessments as authorized by law to the extent allowed by law, and in coordination with the underlying jurisdiction.
- P. To provide related services as authorized by law.
- Q. To contract for the services of attorneys, consultants and other services as needed.
- R. To purchase insurance or to self-insure and to contract for risk management services.

- S. To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Authority.
- T. To determine the compensation of Directors.

## **ARTICLE II.**

### **ORGANIZATION**

1. **Membership.** The members of the Authority shall be the original parties hereto which have not withdrawn from the Authority, and such other cities as may join the Authority after execution of this Agreement. New members may join on the terms and conditions set out in Article VII. hereof.

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole

discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

3. **Principal Office.** The principal office of the Authority shall be the Fire Department's Water Street headquarters or as may be otherwise designated by the Authority from time to time.

4. **Meetings.**

A. The first and organizational meeting of the Authority shall be held at its principal office on the Effective Date. At that meeting, the Board may determine whether to adopt a rotation system of two (2) and four (4) year terms to provide for increased continuity on the Board and shall classify themselves into any groups selected.

B. The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of the regular meetings of the Board shall be determined by resolution adopted by the Board, and a copy of such resolution shall be furnished to each party hereto. All Board meetings, including regular, adjourned and special meetings, shall be called, noticed and held in



accordance with the Ralph M. Brown Act, Section 54950, et seq. of the Government Code (the "Brown Act") as it may be amended from time to time.

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, or alternate in the absence of any voting Director, shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

6. **Executive Committee.** The Board shall select from among its members an Executive Committee, one member of which shall be a County Supervisor, and shall designate the functions to be performed by the Executive Committee, as allowed by law.

7. **Officers.** The Board shall elect from among its members a chair and vice-chair and thereafter at the first meeting in each fiscal year the Board shall elect or re-elect a chair and vice-chair. In the event that the chair or vice-chair ceases to be a Director, the resulting vacancy shall be filled in the same manner at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the chair to act, the vice-chair shall act as chair. The chair, or in his or her absence the vice-chair, shall preside at and conduct all meetings of the Board. In the absence of the

chair and vice-chair, the Board shall elect a chair *pro tempore* to preside at and conduct the meeting. The Board shall also appoint a clerk of the Authority.

8. **Minutes.** The clerk of the Authority shall provide notice of, prepare and post agendas for and keep minutes of regular, adjourned regular, and special meetings of the Board, and shall cause a copy of the minutes to be forwarded to each Director. The clerk will otherwise perform the duties necessary to ensure compliance with the Brown Act and other applicable rules or regulations.

9. **Rules.** The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs that are not in conflict with this Agreement, as it may deem necessary.

10. **Fiscal Year.** The Authority's fiscal year shall be July 1 of each year, or in the year of its formation, the Effective Date, to and including the following June 30.

11. **Assent of Members.** The assent or approval of a member in any matter requiring the approval of the governing body of the member shall be evidenced by a copy of the resolution of the governing body filed with the Authority.

12. **Committees.** The Board may establish standing or ad hoc committees or subcommittees composed of Board members, staff and/or the public to make recommendations on specific matters.

13. **Additional Officers and Employees; Contract Services.**

A. Pursuant to Government Code Sections 6505.5 and 6505.6, the Board shall appoint an officer or employee of the Authority, an officer or employee of a member public agency or a certified public accountant to hold the offices of treasurer and auditor for the Authority. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for the Authority required by Government Code Sections 6505, 6505.5, and 6505.6, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the clerk of the Authority and the auditor and treasurer shall have charge of certain property of the Authority. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The treasurer, auditor and clerk of the Authority shall be required to file an official bond with the Board in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of the Authority.

B. The Board shall appoint general counsel and special counsel to the Authority to serve as necessary.

C. The Board may contract with a member to provide necessary administrative services to the Authority as appropriate. Any administrative duties also may rotate from year to year.

### **ARTICLE III.**

#### **TRANSFER OF FIRE OPERATIONS**

1. **List of Assets and Liabilities.** An up-to-date list of all Fire Department personnel, employment agreements, pension agreements, assets (including but not limited to real property, equipment, Fire Department reserves, contracts and deposits) and all known liabilities (including but not limited to tort and workers' compensation cases and claims) shall be prepared by the transition team during the transition referred to in Article VIII. below.

2. **Transfer of County Assets and Liabilities.** Effective as of the date of Authority formation, County shall transfer to the Authority all assets and liabilities of the Fire Department, exclusive of the Weed Abatement and Hazardous Materials Program Office and their personnel (the Asset Transfer), as further set out in this Article.

A. Personnel. The parties agree that the Authority is the successor employer to the County by operation of law, including for retirement and pension purposes. On the Effective Date, each and every employee of the Fire Department shall become an employee of the Authority on exactly the same terms and conditions as set forth in the County's existing Memoranda of Understanding ("MOU's"), employment agreements and all other applicable employment rules, regulations, ordinances and resolutions. The Board shall forthwith adopt and ratify such MOU's, employment agreements, and employment rules, regulations, ordinances and resolutions for each of the Authority employees and shall take such other and further actions as authorized and necessary to implement this subparagraph A. The Board also shall take all necessary steps to confirm continuation of membership in the County's 1937 Act Retirement system on the same terms and conditions.

B. Assets. All Fire Department assets, including and not limited to real property, including the Fire Headquarters complex located at 180 South Water Street in Orange (but excepting the four deactivated fire stations located at 1502 South Greenville Street, Santa Ana; 12962 Dale Street, Garden Grove; 521 North Figueroa Street, Santa Ana; and 31411 La Matanza Street, San Juan Capistrano) and personal property and equipment and apparatus, whether or not located at fire stations, the Fire Headquarters complex, on equipment or otherwise shall transfer to the Authority in their "as is" condition as of the Effective Date. As part of the consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area,

the Authority shall assume the Fire Department's obligation for payment of \$14.5 million to the County for purchase of Fire Department assets. The parties acknowledge that \$8.2 million remains owing, and that the Authority shall make a \$4.1 million payment by June 30, 1995 and a \$4.1 million payment by June 30, 1996.

C. Reserves. All Fire Department reserves, including the Fire Department's Fund 130 contingency, as shown in the County's 1994-95 Final Budget, shall transfer, unencumbered, to the Authority as of the Effective Date.

D. Contracts. Except for the SRA agreement with the California Department of Forestry and Fire Protection ("CDF"), all existing County agreements and contracts involving the Fire Department or its personnel, including but not limited to contracts with Structural Fire Fund and cash contract Cities, mutual aid agreements, automatic aid agreements, County island agreements, and entry, access and roadwork agreements, shall be assigned to the Authority as of the Effective Date, with any service or obligation to be provided or performed thereafter by the Authority. A list of all such contracts shall be developed during the transition period. The Authority agrees to assume all of County's obligations, duties and liabilities under said agreements and contracts. With respect to contracts between County and the Structural Fire Fund Cities and cash contract Cities, each City member hereby agrees to the assignment to the Authority and agrees to release County as of the Effective Date from any further obligations to any City member under said contracts upon assignment. As part of the

consideration for the County's Asset Transfer and contribution to the Authority of its SFF from the unincorporated area, the Authority agrees to subcontract with County for the provision of services to all areas within the County which have been designated as SRAs or enter into another arrangement on such terms as are acceptable to the CDF and the County. As additional consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority further agrees to contract with the County for the Authority's provision of services to the County's unincorporated areas and for the Authority's provision of aircraft rescue fire fighting service to John Wayne Airport.

E. Records. Any and all business records and files, whether computer records, hard copy, microfilm or fiche, historical data, rosters, personnel records, organizational charts, job descriptions, deeds, easements, equipment logs, warranties, manuals and so forth, necessary or helpful to provide services shall be transferred by the County to the Authority during the transition period.

3. **Authority Assumption of Liability.** In further consideration for the County's Asset Transfer and contribution of its SFF from the unincorporated area, the Authority shall assume responsibility for any and all loss, litigation, liability, injury, damage, claim, demand, and tort or workers' compensation incidents that occur on or after the Effective Date. The County shall retain responsibility and liability for any and all such incidents that occur prior to the Effective Date and shall retain all risk management

reserves that have been set aside for such prior incidents. The Authority may contract with the County to receive risk management services on such terms as agreed to by the Authority and the County. Notwithstanding, the Authority acknowledges that it shall not be entitled to become a member of the County's self-insurance pool without the County's written consent.

#### **ARTICLE IV.**

##### **FUNDING OF FIRE OPERATIONS**

1. **General Budget.** Within sixty (60) days after the first meeting of the Board, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The initial budget and each succeeding budget shall include, but not be limited to, the following: (a) the general administrative expenses, operating expenses and necessary reserves of the Authority to be incurred during the period covered by the budget; and (b) the allocation of costs among the members of the Authority in the amounts necessary to cover the budget items set out in 1. (a) above. Thereafter, at or prior to the last meeting of the Board for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all of the Directors of the Board. A written budget performance report shall be presented to the Board.



2. **Expenditures for the Approved Budget.** All expenditures within the designations and limitations of the approved general budget shall be made on the authorization of the Board for general budget expenditures without further action. No expenditures in excess of those budgeted shall be made without the approval of a majority of all of the Directors of the Board.

3. **Contributions for Budgeted Amounts.**

A. **Structural Fire Fund.** County receives Structural Fire Fund ("SFF") from the unincorporated area and all member Cities except Stanton, Tustin, San Clemente, Buena Park, Placentia, Westminster and Seal Beach. On behalf of the cities receiving SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules.

B. **Cash Contract Cities.** As part of its annual budget process, the Authority shall determine amounts owing from cash contract Cities. Such amounts are due and payable within thirty (30) days of receipt of a billing therefor. Subject to the cap set forth in 3. E. below, the Authority shall make an adjustment in annual costs for its service to cash contract Cities to reflect the annual percentage change in the cost of fire system operations consistent with the cost calculation methodology in place on the Effective Date of the Authority, or the date they became members. Notwithstanding the

foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations.

C. Participation In Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in B. above, and subject to the cap set forth in E. below, cash contract Cities shall pay (i) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI., Section 1. C., (ii) the cost of participation in the Authority's vehicle replacement/depreciation program as set forth in Article VI., Section 1. D., and (iii) the cost of participation in the Authority's equipment replacement/depreciation program as set forth in Article VI., Section 1. D.

D. Responsibility For Capital Improvements. In addition to the cost calculated in B. and C. above, and irrespective of the cap in E. below, cash contract Cities shall be responsible for making Authority-required capital improvements to City-owned stations or facilities, as set forth in Article VI., Section 1. B. A capital improvement shall be any improvement or repair in excess of \$15,000.

E. Cap on Annual Adjustments. Except for the costs set forth in H. below and in Article VI., Section 1. B., no annual cost adjustment shall exceed three and a half percent (3.5%) in fiscal years 2000-2001 through 2004-2005, and four percent (4%) for the next five fiscal years, of the total charges for the preceding year. The determination of each city's annual adjustments shall be made as follows:

(1) For Placentia, Seal Beach, Stanton and Tustin:

(a.) The prior year's charge shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Any difference between the sum of those three amounts and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's vehicle replacement/depreciation program.

(2) For Buena Park, San Clemente and Westminster:

(a.) The prior year's charge, exclusive of vehicle replacement/depreciation costs, shall be adjusted by an amount which represents the percentage change in the cost of fire system operations as set forth in 3. B. above.

(b.) Any difference between that amount and the amount of increase allowable under the applicable cap shall then be applied to the City's financial obligation under the Authority's facilities maintenance program.

(c.) Any difference between the sum of those two amounts and the amount allowable under the applicable cap shall next be applied to the City's financial obligation under the Authority's equipment replacement/depreciation program.

(d.) Effective July 1, 2000, said cities shall continue to participate in the Authority's vehicle replacement/depreciation program on the terms and conditions in effect June 30, 2000; provided however, that the amount of any subsequent adjustment to an immediately preceding year's vehicle replacement/depreciation charge, when added to the adjustments set forth in a., b. and c. above, shall not exceed the applicable cap on the total charges for the preceding year.

F. Cost Basis For Next Year's Adjustment. The total annual adjustment, with the applicable cap set forth herein, shall constitute the basis for next year's annual adjustment.

G. Expiration of Cap. Notwithstanding any other provision of this Agreement, the Board of Directors, by two-thirds vote of all Directors, may adopt a new cost calculation methodology and/or a new cap for cash contract Cities, and/or a different membership term for all members, pursuant to Article VII., Section 1. B., to be operative July 1, of the first year of the next succeeding term. Any such changes must be adopted by board action no later than July 1, of the last year of the then current term.

H. New Resources To Cash Contract Cities. Notwithstanding the foregoing provisions, whenever new resources are committed to a cash contract City, the member shall pay the incremental company cost for such resources. The additional resources and increased cost shall not be implemented without consent of the member.

I. John Wayne Airport. Service levels and charges therefore for aircraft rescue firefighting services to John Wayne Airport shall be agreed upon by the Authority and the member having fire service jurisdiction.

J. Termination. Failure by any member to make payments when due constitutes grounds for expulsion from the Authority. Prior to expulsion, the Authority

shall provide written notice of its intention to expel such member if payment is not received within thirty (30) days of the date of such notice. Repeated failure to make payments when due shall constitute grounds for expulsion and/or imposition of an Authority-determined late fee. Alternatively, or in addition to the remedies set forth herein, the Authority may bring legal action to collect unpaid amounts.

4. **Equity.** Annually after the conclusion of each fiscal year and consideration of the audited financial statements for that year, and after consideration of the Authority's financial needs, the Board of Directors in its sole discretion shall determine whether sufficient unencumbered funds from that fiscal year are available for additional services or resources to Structural Fire Fund members. In the event the Board determines that (1) such funds are available, (2) a distribution is warranted, and (3) that it is appropriate to do so, it shall allocate those funds, or any portion thereof, to a restricted Structural Fire Fund Entitlement fund, as follows:

- A. The Authority shall use the general methodology employed in Model 2A of the 1999 Final Report by the Davis Group regarding "Equity Issues Related to the Financing of OCFA Services" to determine the relative status of Structural Fire Fund members as follows: A base period comparison for each member of cost to serve, on the one hand, and Structural Fire Fund contributions and cash contract charges, on the other, will be established, taking into account, the three-year average of consumption, population and

assessed valuation for the immediately preceding three fiscal years. Upon a two-thirds vote of all Directors representing Structural Fire Fund members, a different methodology may be used to determine the relative status of Structural Fire Fund members.

- B. The above-mentioned base period status of Structural Fire Fund members shall be compared to all members, without regard to the 10% variance factor in the Davis study.
- C. Those Structural Fire Fund members whose Structural Fire Fund revenues were greater than the cost to serve, based on the base period comparison in A. above, shall receive a pro rata allocation from the Entitlement fund, based on the relative amounts by which, respectively, those Structural Fire Fund revenues exceeded said cost to serve. In no event shall a Structural Fire Fund member receive allocations that exceed the average amount by which such revenues exceeded said cost to serve during the applicable base period.

Allocations from the Entitlement fund may thereafter be used for Board-approved and Authority-related service or resource enhancements to such Structural Fire Fund members.

No Structural Fire Fund member will be required to make additional payments for service on account of equity. No Structural Fire Fund member will be entitled to receive cash payments or reimbursements on account of equity.

5. **Approval of Bonded Indebtedness.** By a two-thirds vote of all members, the Authority may authorize the issuance of any long term bonded indebtedness. Any cash contract City that withdraws pursuant to Article VII. shall, after ceasing to be a member of the Authority, not be responsible for payment of its proportional share of any bonded indebtedness approved by the Authority. Short-term tax anticipation notes with a one-year (or shorter) term may be authorized by a majority vote of all of the directors of the Board.

6. **Authority Cooperation.** The Authority agrees to fully cooperate with each of the members in pursuing federal and state claims for emergency response reimbursements.



**ARTICLE V.**  
**ACCOUNTING AND AUDITS**

1. **Accounting Procedures.** Full books and accounts shall be maintained for the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for like public entities. In particular, the Authority's auditor and treasurer shall comply strictly with requirements governing joint powers agencies, Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500).

2. **Audit.** The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of the audited financial reports, with the opinion of the independent certified public accountant, shall be filed with the County Auditor, the State Controller and each member within six (6) months of the end of the fiscal year under examination.

**ARTICLE VI.**  
**PROPERTY RIGHTS**

1. **Vehicles, Equipment, Facilities and Property.**

A. **Ownership.** Except as provided herein, all real and personal property, including but not limited to, facilities constructed, installed, acquired or leased by the Authority, apparatus and equipment, personnel and other records and any and all

reserve funds shall be held in the name of the Authority for the benefit of the members of the Authority in accordance with the terms of this Agreement. Fire stations that are owned by Cities shall be leased to the Authority for one dollar (\$1.00) per annum.

B. Capital Improvements. Capital improvements to cash contract city-owned stations or facilities, within their jurisdictions, shall be the responsibility of each member. Such capital improvements may be required by the Authority upon a determination by the Authority, after good faith consultation with a member agency, that such improvements are needed to protect the health, safety or welfare of Authority employees or to maintain the station in a state of operational readiness. Capital improvements to stations owned by the Authority shall be the responsibility of the Authority. For cash contract Cities, the construction of new stations or facilities, within and primarily benefiting their jurisdictions, shall be the responsibility of each city. Such construction shall meet reasonable standards and specifications prescribed by the Fire Chief.

C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs not included in the original cost calculation methodology. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of each fiscal year, said cities shall pay the Authority an amount sufficient to bring its balance back to \$15,000 for each such station.

D. Equipment and Vehicle Replacement/Depreciation Programs. Cash contract Cities shall participate in funding the Authority's equipment and vehicle replacement/depreciation programs. Such programs shall be administered fairly and equitably by the Authority and in accordance with Generally Accepted Accounting Principles.

2. **Disposition of Assets Upon Termination.** The Authority may vote to terminate this Agreement, or termination will occur if only one member is left in the Authority. If termination occurs, all surplus money and property of the Authority shall be conveyed or distributed to each member in proportion to all funds provided to the Authority by that member or by the County on behalf of that member during its membership, whether Structural Fire Fund or cash contract amounts. Each member shall execute any instruments of conveyance necessary to effectuate such distribution or transfer. In any such distribution, the amount of Structural Fire Fund derived from each incorporated or unincorporated city areas shall be considered as received from that member in the same manner as cash contract payments have contributed to surplus assets.

3. **Liabilities.** Except as otherwise provided herein, the debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the parties of this Agreement.

4. **Indemnification and Insurance.**

A. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the Cities and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all

expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to the performance of services pursuant to this Agreement.

B. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department contract or agreement assumed by or otherwise transferred to the Authority.

C. Except as provided in Article VI., Section 4. E. below, from and after the Effective Date, the Authority shall defend, indemnify and hold harmless the County and each of the County's officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of or in any way related to any Fire Department asset to be transferred to the Authority, including but not limited to real property, personal property, equipment and apparatus.

D. From and after the Effective Date, the Authority shall maintain during the term of this Agreement, workers' compensation insurance as required by law and, in addition, general comprehensive liability insurance in the minimum limit of

\$5,000,000 combined single limit per occurrence and annual aggregate. Each of the Authority members shall be named as an additional insured on the general comprehensive liability policy. Alternatively, the Authority may self-insure. Prior to the Effective Date, the Authority shall provide the County with certificates of insurance or proof of self-insurance evidencing the coverage referred to in this Section 4. D. Such insurance is a condition precedent to performance under this Agreement, and until the Authority obtains insurance as provided for in this Section 4. D., performance under this Agreement is excused and no member shall have any right against any other member in equity or law.

E. From and after the Effective Date, the County shall defend, indemnify and hold harmless the Authority and each City member and their officers, employees, agents and representatives with respect to any loss, damage, injury, claim, demand, litigation or liability and all expenses and costs relating thereto (including attorneys' fees) arising out of the Fire Department's actions or omissions prior to the Effective Date hereof which are related to the provision of fire services or to the administration of Fire Department contracts, facilities, sites or assets, and which may include past, present or ongoing, or any future release of any hazardous material, hazardous substance or hazardous waste as defined under state and federal law or regulation. The Authority and the Cities agree that the County's obligations under this Section 4. E. shall only apply to costs, losses, damage, injuries, claims, demands,

litigation or liabilities for which a written claim has been received by the County prior to February 3, 2000.

F. Notwithstanding Article VI., Section 4, the members agree that no immunity available to the County or the Cities under state or federal law or regulation shall be waived with respect to any third party claim.

## **ARTICLE VII.**

### **WITHDRAWAL AND ADDITION OF MEMBERS**

#### **1. City Member Withdrawal.**

A. Initial Term. Cities shall be members of the Authority for an initial 10-year term. For Structural Fire Fund cities, the initial 10-year term shall begin on July 1, 2000 and end on June 30, 2010. For a cash contract City, the first 10-year term shall begin on July 1, 2000, only upon the consent of such city. Cash contract Cities that do not give such approval by July 1, 2000 shall give notice of withdrawal to the Clerk of the Authority by July 1, 2000, to be effective July 1, 2001. Failure to provide such notice shall be deemed that city's consent to a 10-year term, beginning July 1, 2000.

Provided however, that the Cities of Stanton, Westminster and Buena Park may withdraw from the Authority by giving notice of withdrawal to the Clerk of the Authority by December 31, 2000, to be effective December 31, 2001. Failure to provide

such notice shall be deemed that city's consent to a 10-year term beginning July 1, 2000.

Notwithstanding the foregoing paragraph, those three cities shall give notice of their respective intentions within thirty (30) days of completion of any study undertaken to consider creation of any alternative fire service organization.

Notwithstanding Article IX., Section 4., this Agreement shall not be amended prior to December 31, 2000.

No Authority time or funds shall be spent negotiating service levels with those three cities prior to such city's decision to remain members of the Authority.

B. Subsequent Terms. Membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the clerk of the Authority prior to July 1 of the second to last year of any term.

(2) If the Board, by two-thirds vote of all Directors, adopts a new cost calculation methodology and/or a new cap for cash contract Cities, pursuant to Article IV., Section 3. G., then those cities shall have until June 30 of the last year of the

then current term to give written notice to the clerk of the Authority of their intent to renew.

(3) If the Board, by two-thirds vote of all Directors, adopts a different minimum membership term pursuant to Article IV., Section 3. G., then cities shall have until June 30 of the last year of the then current term to give written notice to the clerk of the Authority of their intent to renew.

Cities that do not give the notice required by B. (2) and (3) above shall be deemed to have elected to withdraw, effective June 30 of the first year of the next succeeding term. Until the effective date of withdrawal, such cities shall be governed by the changes adopted by the Board.

C. Removal From Board After Notice of Withdrawal. In the event a notice of withdrawal is given by a city, or deemed to have been given, that city's representative shall be removed from the Board of Directors.

D. Rescission of Notice. Any notices required hereunder may be rescinded by the member with approval of the Board of Directors.



E. Property Tax Transfer Negotiations. Withdrawal by a Structural Fire Fund city may be subject to property tax transfer negotiations and such additional notices as required by applicable law.

2. **Addition of New City Members.** Notwithstanding any other provisions herein, a non-member City may join the Authority upon consent of a majority of all of the Directors of the Board and agreement to terms and conditions determined by the Board, which terms and conditions may vary from those set forth in this Agreement. A new City member may be required to transfer to the Authority its fire facilities and assets or to reimburse the Authority for a proportionate share of facilities which the new City will utilize. As a condition of membership, a city may also be required to accept responsibility for a proportion of the debts, obligations, and liabilities of the Authority from its transferred facilities, to the extent agreed upon by the Authority and the new member at the time of membership. The Authority Board may determine to waive all or part of such contribution requirements in return for an offsetting transfer of the new member's fire facilities and assets to the Authority.

3. **Withdrawal of County.** County shall be a member of the Authority for an initial 10-year term beginning on July 1, 2000 and ending June 30, 2010. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to cities in Section 1. B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's

proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal.

4. **Property of Withdrawing Members.** Any withdrawing member may negotiate with the Authority for return or repurchase of any and all stations and equipment serving that member's jurisdiction.

## **ARTICLE VIII.**

### **TRANSITION TO AUTHORITY**

The cities and County shall designate a transition team to implement the transfer of assets and liabilities hereunder, to prepare for the Authority's organizational meeting, and to direct the transition of administrative services from the County to the Authority.

## **ARTICLE IX.**

### **NOTICE OF AGREEMENT**

1. **Initial Notice.** Upon the Effective Date of this Agreement, the Authority shall timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

2. **Additional Notices.** Upon any amendments to this Agreement, the Authority shall prepare and timely file with the Orange County Clerk and the Office of the Secretary of State the information required by Government Code Sections 6503.5 and 53051.

3. **Notice to Members.** Notice to members shall be deemed given when mailed to them, first class, postage prepaid, or faxed to the address/or fax number set out by their signatures.

4. **Amendment.** This Agreement may not be amended or modified except by a vote of two-thirds of all of the members; provided however, that no amendment shall change the cap, the cost calculation methodology or the length of a term, during the pendency of any term. This Agreement represents the sole and entire agreement between the parties and supersedes all prior agreements, negotiations and discussions between the parties hereto and/or their respective counsel with respect to the subject matter of this Agreement.

5. **Headings.** The headings in this Agreement are for convenience only and are not to be construed as modifying or explaining the language in the section referred to.

6. **Severability.** Should any part, term, or provision of this Agreement be determined by a court to be illegal or unenforceable, the remaining portions or provisions of this Agreement shall nevertheless be carried into effect.

7. **No Continuing Waiver.** No waiver of any term or condition of this Agreement shall be considered a continuing waiver thereof.

8. **Successors.** This Agreement shall inure to the benefit of and be binding upon any successors or assigns of the members. No member may assign any right or obligation hereunder without the written consent of a majority of all of the Directors of the Board.

9. **No Third Party Beneficiary.** The members agree that except as provided in Article IX., Section 8 above, the provisions of this Agreement are not intended to directly benefit, and shall not be enforceable by, any person or entity not a party to this Agreement.

CITY OF GARDEN GROVE

Dated: \_\_\_\_\_

\_\_\_\_\_  
Steven R. Jones  
Mayor

ATTEST:

\_\_\_\_\_  
Teresa Pomeroy  
City Clerk

NOTICE TO CITY TO BE GIVEN TO:

City Manager  
City of Garden Grove  
12222 Acacia Parkway  
Garden Grove, CA 92840

Phone: (714) 741-5100  
Fax: (714) 741-5205

APPROVED AS TO FORM:

\_\_\_\_\_  
Daphne M. Anneet  
Special Counsel  
Burke, Williams & Sorensen LP

# **FIRST AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT**

## **ORANGE COUNTY FIRE AUTHORITY**

This First Amendment ("Amendment") to the Amended Joint Powers Authority Agreement (herein referred to as "Agreement"), effective July 1, 2010, is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("Authority").

### **RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and Cities had entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of

Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the parties and is incorporated herein by reference; and

WHEREAS, the members wish to amend the 1999 Amended Agreement as set forth below and extend all other unamended terms of said Agreement.

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

## **AGREEMENT**

1. *Article IV, Sections 3.B., C. and E. are amended to read as follows:*

"B. Cash Contract Cities. As part of its annual budget process, the Authority shall determine the amounts owing from cash contract Cities. This amount shall be referred to as the "Service Charge." It shall consist solely of the annual cost for operational services (i.e., General Fund costs) consistent with the cost calculation methodology in place on the Effective Date of the Authority, or such later date as a cash contract City became a member, and will include the annual percentage change in the

cost of fire system operations. This amount shall be subject to the cap set forth in 3.E. below. The Service Charge shall not include any of the following: (1) the amortized installments of the 2010 Shortfall set forth and defined in Article IV, Section 3.B.; (2) facilities maintenance costs, as defined in Article VI, Section 1.C.; (3) vehicle replacement costs, as defined in Article VI, Section 1.D.; and (4) the Five-Year Shortfall in excess of seven and one half percent (7.5%) owed by any City as set forth in Article IV, Section 3.F. only in the first year that such payment is owed. Notwithstanding the foregoing, the cost calculation methodology shall include the cost of any proportional share of any long term debt repayment obligations. Cash contract Cities shall be billed quarterly and in arrears for services after services have been performed and such amounts are due and payable within thirty (30) days from receipt of a billing therefor.

Additionally and irrespective of the cap set forth in Article IV, Section 3.E., each cash contract City shall pay the "2010 Shortfall." The "2010 Shortfall" is the difference between the actual Authority cost of operational services to the respective cash contract City for fiscal year 2009/2010 and the capped cost of those services. Beginning July 1, 2010, each cash contract City shall pay its 2010 Shortfall by means of equal quarterly payments that will be amortized over the period of July 1, 2010 to June 30, 2020.

C. Participation in Maintenance and Replacement Programs. In addition to the cost calculation methodology set forth in Section B. above, and irrespective of the cap set forth in E. below, cash contract Cities shall pay (1) the cost of participation in the Authority's facilities maintenance program as set forth in Article VI,



Section 1.C., and (2) the cost of participation in the Authority's vehicle replacement / depreciation program as set forth in Article VI, Section 1.D.

\* \* \*

E. Cap on Annual Adjustments. Except for the costs excluded from the Service Charge as set forth in Article IV, Section 3.B. and the costs set forth in Article IV, Section 3.H. and Article VI, Section 1.B., no annual cost adjustment to the Service Charge shall exceed four and one half percent (4.5%) of the annual cost for operational services provided to the City for the preceding year. In any year in which the actual cost increase for operational services exceeds four and one half percent (4.5%), the excess amount shall be recorded (i.e., banked) and paid in a subsequent year in which the Service Charge cost adjustment is less than the four and one half percent (4.5%) cap. If only a portion of this excess amount can be paid in one year while remaining under the four and one half percent (4.5%) cap for that year, the remainder shall be carried over from year to year until it is paid in its entirety."

2. *Article IV, Sections 3.E.(1) and (2) are deleted.*

3. *Article IV, Section 3. F. shall be replaced with the following:*

"F. Modifications to the Service Charge. Beginning with fiscal year 2014/2015, and every five years thereafter, data will be compiled to review the actual

Authority cost for operational services for that fiscal year compared to the capped Service Charge for each cash contract City for that year. The difference between these amounts shall be referred to as the "Five-Year Shortfall."

The data will be reviewed and analyzed jointly by the City Managers' Technical Advisory Committee and City Managers' Budget & Finance Committee to confirm the amount of the Five-Year Shortfall, if any, and to determine whether that amount has exceeded the percentage thresholds set forth below which would in turn trigger an adjustment of the Service Charge. If, after reviewing the data which has been compiled, the joint Committees and the Authority cannot agree on the calculations or the data used to calculate the amount of the Five-Year Shortfall, the Authority reserves the right to retain an independent auditor to review the calculations and data. The independent auditor's results as to the calculated amount of the Five-Year Shortfall shall be final and binding.

Modifications to the Service Charge, if any, shall be as follows. If the Five-Year Shortfall is less than seven and one half percent (7.5%) of the actual annual Authority costs, for a cash contract City, no additional amounts shall be owed by the City. If any Five-Year Shortfall exceeds seven and one half percent (7.5%), a cash contract City shall pay for the portion of the shortfall necessary to reduce the shortfall below seven and one half percent (7.5%). If the Five-Year Shortfall is between seven and one half percent (7.5%) and fifteen percent (15%), the amount shall be paid in its entirety in the following fiscal year. If the Five-Year Shortfall is more than fifteen percent (15%), that amount shall be paid through equal amortized installments over the subsequent five year period. Payment of the Five-Year Shortfall in excess of seven and

one half percent (7.5%) shall be excluded from the Service Charge only in the first year in which such payment is owed. The calculated Five-Year Shortfall amount paid shall be added to the Service Charge in the subsequent years.”

4. *Article IV, Section 4.D. shall be added to read as follows:*

“D. Notwithstanding the foregoing, 50 percent of any unencumbered funds, as determined by the annual audited financial statements, shall be allocated to the Structural Fire Fund Entitlement Fund at every ten year interval beginning with fiscal year 2010/2011, unless it is determined by unanimous vote of the Directors representing structural fire fund members that a fiscal hardship would thereby result. Those monies shall be distributed in a manner consistent with the methodologies, criteria and purposes described in this Section 4.A. through 4.C. above. In the event of a finding of fiscal hardship, the 50 percent allocation shall be made during the subsequent fiscal year unless another finding of fiscal hardship is determined as described above.”

5. *Article VI, Section 1.C. is amended to read as follows:*

“C. Maintenance and Repairs. Each cash contract City shall make an initial payment to the Authority of \$15,000 for each fire station within its jurisdiction for maintenance and repairs. The Authority shall carry forward unspent amounts to the next fiscal year. At the beginning of the fiscal year, said cities shall pay the Authority an

amount sufficient to bring its balance back to \$15,000 for such station (referred to below as the "Station's \$15,000 Maintenance Account").

(1) Funds shall be expended in accordance with the following procedure:

(a) Minor maintenance or repairs costing less than \$1,000 are funded through the cash contract City's base Service Charge and, therefore, shall be paid by the Authority out of its General Fund. These repairs will not be charged to the Station's \$15,000 Maintenance Account.

(b) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in the Station's \$15,000 Maintenance Account shall be paid from the Station's Maintenance Account.

(c) Maintenance, repair, alteration, or improvement projects exceeding the remaining balance in the Station's \$15,000 Maintenance Account are considered capital improvements and additional funding that is necessary to pay for such improvements shall be the responsibility of the City.

(2) At its discretion, a cash contract City with multiple fire stations may allocate all or a portion of the balance of one Station's \$15,000 Maintenance Account to another station within the City provided the balance of each station be restored to \$15,000 at the beginning of the following fiscal year."

6. *Article VII, Sections 1.A. and B. are amended to read as follows:*

"A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a cash contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such city. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any city may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

7. *Article VII, Section 1.F. shall be added to read as follows:*

"F. Negotiation of Terms Upon Notice of Withdrawal. Upon providing notice of withdrawal, a cash contract City may negotiate with the Authority regarding modifications to its payment obligation. If the City and the Authority are unable to reach agreement regarding modified payment terms, the balance of any shortfall that may have accumulated during a City's ten-year period of membership shall be paid upon withdrawal."

8. *Article VII, Section 3 is amended to read as follows:*

"3. Withdrawal of County. County shall be a member of the Authority for a term of twenty years beginning on July 1, 2010 and continuing to June 30, 2030. Said term shall automatically renew for successive terms in accordance with and subject to the same provisions and exceptions applicable to Cities in Section 1.B. and C. In the event of withdrawal, the County shall remain liable for payment of the Structural Fire Fund's proportional share of any bonded indebtedness of the Authority incurred prior to the date of its withdrawal."

9. *All terms and conditions contained in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter, or amend the Agreement in any other way whatsoever.*

**SECOND AMENDMENT TO AMENDED ORANGE COUNTY FIRE AUTHORITY  
JOINT POWERS AGREEMENT**

This Second Amendment ("Second Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Second Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when executed by a sixteenth member; provided that if a sixteenth member has not executed this Second Amendment by June 30, 2014, then it shall be void and shall not go into effect.

**RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, the members wish to amend the 1999 Amended Agreement and the First Amendment as set forth below to modify their joint financing of the Fire Services to promote financing equity among the members, to preserve the existing membership, to better assure future revenues that will continue to support the provision of high quality of Fire Services throughout the Authority's service area, and retain all other unamended terms of the 1999 Amended Agreement and First Amendment.

**NOW THEREFORE**, the members agree to amend the 1999 Amended Agreement and First Amendment as follows:



## AGREEMENT

1. *Article IV, Section 3, Subdivision A shall be amended to read as follows:*

A. Structural Fire Fund; Cash Contract Cities. County receives Structural Fire Fund property taxes ("SFF") from the unincorporated area and from properties located within the following member Cities: Irvine, Dana Point, Laguna Hills, Laguna Woods, Laguna Niguel, La Palma, Mission Viejo, San Juan Capistrano, Villa Park, Yorba Linda, Cypress, Los Alamitos, Lake Forest, Rancho Santa Margarita, and Aliso Viejo. These cities and the County together make up the "SFF Jurisdictions." On behalf of the cities from which the County receives SFF, and the unincorporated area, County shall pay all SFF it receives to the Authority to meet budget expenses and fund reserves in accordance with the County's normal tax apportionment procedures pursuant to the California Revenue and Taxation Code and the County's tax apportionment schedules. The member Cities which the County does not receive SFF are Santa Ana, Stanton, Tustin, Buena Park, Placentia, Westminster, Seal Beach, and San Clemente (collectively, "Cash Contract Cities").

2. *Article IV, Section 4 shall be deleted in its entirety and replaced with the following new Section 4.*

4. Equity. The following calculations and actions shall be performed by the Authority each fiscal year:

**A. Over-Funded Structural Fire Fund (SFF) Jurisdictions.**

(1) The total estimated property tax revenue levied and allocated to the Authority, prior to accounting for delinquencies, and including secured, unsecured, nonoperating utility (SBE), and homeowner's exemptions shall be determined ("Total SFF Revenue Figure"). For the FY 2012/13 this amount was stated as \$179,768,901.52 in the Auditor-Controller Report titled

*"AT68AD-73 Orange County Auditor Controller Accumulation of Combined Prior Year Levy and Current Year ATI" as the "Total SFF Revenue Figure."*

(2) The total Assessed Value, net of successor agency former project area incremental value, for all SFF jurisdictions shall be determined (the "Total AV Figure"). For the FY 2012/13 this amount was stated as \$155,506,390,761 in the Auditor-Controller report titled *"AT04VC-74 Orange County Auditor Controller District Values Used to Set Tax Rates"* and was identified as the "Total L&I (Land and Improvements), Total Secured and Unsecured Value for the Orange County Fire Authority Total Jurisdiction."

(3) The Total AV Figure shall be multiplied by 1% (the basic levy tax rate) to determine the total value of the 1% basic levy for all SFF Jurisdictions for the fiscal year (the "SFF Basic Levy Figure"). For reference, in FY 2012/13, this calculated figure was \$1,555,063,907.61.

(4) The Total SFF Revenue Figure shall be divided by the SFF Basic Levy Figure for the same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Average SFF Rate" for the fiscal year. For reference, in FY 2012/13 the Average SFF Rate was 11.56%. The 2012/13 calculation is as follows:

$$\$179,763,001.52 / \$1,555,063,907.61 = 0.115602$$

(5) A "Jurisdictional SFF Rate" shall be determined for each SFF Jurisdiction as follows:

- a. The total property tax revenue allocated from all tax rate areas in the SFF Jurisdiction to the Authority, prior to accounting for delinquencies, and including secured, unsecured, utility (SBE), and homeowner's exemptions, but excluding revenue on successor

agency incremental value in tax rate areas assigned to former redevelopment agencies, shall be determined ("Jurisdictional SFF Revenue Figure"). By way of example, for FY 2012/13 this determination would be made by (1) taking, for each tax rate area in the SFF Jurisdiction, the total assessed value of the tax rate area as reported in the Auditor Controller TRA Summary Detail Reports for the secured, unsecured, SBE, and homeowner's exemptions, (2) multiplying the total assessed value by 1%, and (3) multiplying the product by the Authority's share of the general levy tax rate in the tax rate area as stated in the "Auditor Controller Report AT68AH71 Section 99 Factor Report by TRA," which would yield property tax revenue allocated from that tax rate area to the Authority. This calculation would be made for all tax rate areas within the SFF Jurisdiction, and the results would be added together to yield the Jurisdictional SFF Revenue Figure.

- b. The total Assessed Value, net of successor agency former project area incremental value (AV), for the SFF Jurisdiction shall be determined (the "Jurisdictional AV Figure").
- c. The Jurisdictional AV Figure shall be multiplied by 1% to determine the total value of the 1% basic levy of the SFF Jurisdiction for the fiscal year (the "Jurisdictional Basic Levy Figure").
- d. The Jurisdictional SFF Revenue Figure shall be divided by the Jurisdictional Basic Levy Figure for the

same fiscal year and expressed as a percentage. The resulting percentage shall be referred to as the "Jurisdictional SFF Rate" for the fiscal year.

(6) For those SFF Jurisdictions whose Jurisdictional SFF Rate is greater than the Average SFF Rate ("the Over-Funded SFF Jurisdictions"), a Jurisdictional Equity Adjustment Payment ("JEAP") shall be calculated using the data sources cited above and the following formula:

$$(\text{Jurisdictional SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01) - (\text{Average SFF Rate} \times \text{Jurisdictional AV Figure} \times 0.01)$$

(7) The JEAPs calculated in subdivision (6) shall be paid by the Authority in two equal payments in December and April each fiscal year, provided that the Authority has received its distribution of property tax revenues in or before such months.

(8) The JEAP payments in subdivision (6) shall be made according to the following phase-in schedule:

| <u>Fiscal Year</u>        | <u>Irvine</u> | <u>Other Jurisdictions</u> |
|---------------------------|---------------|----------------------------|
| FY 2013/14                | 100%          | 0%                         |
| FY 2014/15                | 100% (a)      | 25%                        |
| FY 2015/16                | 100% (b)      | 50%                        |
| FY 2016/17                | 100%          | 75%                        |
| FY 2017/18 and thereafter | 100%          | 100%                       |

a. The timing of payment for FY 2014/15 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (Operating Revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. (For purposes of this Agreement "Operating Revenues" includes Unrestricted General Fund Revenues and SFF revenues. If the General Fund is not

balanced, as defined above, then 25% of the calculated JEAP will be paid to the City of Irvine in FY 2014/15, and the remaining 75% will be paid to the City of Irvine no later than FY 2016/17. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include interest.

b. The timing of payment for FY 2015/16 will be dependent on the Authority's Adopted Budget. If the General Fund is balanced in the Adopted Budget (operating revenues are equal to, or greater than, operating expenses), then 100% of the calculated JEAP will be paid to the City of Irvine as identified by the above schedule. If the General Fund is not balanced, as defined above, then 50% of the calculated JEAP will be paid to the City of Irvine in FY 2015/16, and the remaining 50% will be paid to the City no later than FY 2017/18. This delayed payment, if any, will be paid in addition to calculated JEAPs due and payable in the subsequent fiscal year(s) and shall not include any interest.

(9) Neither Cash Contract Cities nor SFF jurisdictions that are not determined to be Over-Funded SFF Jurisdictions by these calculations shall receive any JEAP, nor will they be required to make additional payments to the Authority due to these calculations. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs paid pursuant to this Section 4.

**B. Additional Equity Adjustment for SFF Revenue from the City of Irvine.** The following calculations and actions shall be performed by the Authority each fiscal year:

(1) Beginning with Fiscal Year 2013/14, the City of Irvine shall receive an additional JEAP equal to the amount, if any, that the

Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP payment calculated in Section 4.A(6), exceeds that year's corresponding annual Not-To-Exceed amount ("NTE") as set forth in Section 4.B(2) below.

(2) The NTE for Fiscal Year 2013/14 shall be the amount of base SFF revenue that the Authority received from properties located within the City of Irvine jurisdiction in the Fiscal Year 2012/13, which was \$59,635,863, plus 3.5%. The NTE shall increase each fiscal year by 3.5%. The NTE for each fiscal year from 2013/14 to 2029/30 for the City of Irvine is therefore as follows:

|                                    |  |
|------------------------------------|--|
| <b>FY 2013/14 SFF Revenue NTE:</b> | <b>\$59,635,863 X 1.035 = \$61,723,118</b>   |
| <b>FY 2014/15 SFF Revenue NTE:</b> | <b>\$61,723,118 X 1.035 = \$63,883,427</b>   |
| <b>FY 2015/16 SFF Revenue NTE:</b> | <b>\$63,883,427 X 1.035 = \$66,119,347</b>   |
| <b>FY 2016/17 SFF Revenue NTE:</b> | <b>\$66,119,347 X 1.035 = \$68,433,524</b>   |
| <b>FY 2017/18 SFF Revenue NTE:</b> | <b>\$68,433,524 X 1.035 = \$70,828,697</b>   |
| <b>FY 2018/19 SFF Revenue NTE:</b> | <b>\$70,828,697 X 1.035 = \$73,307,701</b>   |
| <b>FY 2019/20 SFF Revenue NTE:</b> | <b>\$73,307,701 X 1.035 = \$75,873,471</b>   |
| <b>FY 2020/21 SFF Revenue NTE:</b> | <b>\$75,873,471 X 1.035 = \$78,529,042</b>   |
| <b>FY 2021/22 SFF Revenue NTE:</b> | <b>\$78,529,042 X 1.035 = \$81,277,558</b>   |
| <b>FY 2022/23 SFF Revenue NTE:</b> | <b>\$81,277,558 X 1.035 = \$84,122,273</b>   |
| <b>FY 2023/24 SFF Revenue NTE:</b> | <b>\$84,122,273 X 1.035 = \$87,066,553</b>   |
| <b>FY 2024/25 SFF Revenue NTE:</b> | <b>\$87,066,553 X 1.035 = \$90,113,882</b>   |
| <b>FY 2025/26 SFF Revenue NTE:</b> | <b>\$90,113,882 X 1.035 = \$93,267,868</b>   |
| <b>FY 2026/27 SFF Revenue NTE:</b> | <b>\$93,267,868 X 1.035 = \$96,532,243</b>   |
| <b>FY 2027/28 SFF Revenue NTE:</b> | <b>\$96,532,243 X 1.035 = \$99,910,872</b>   |
| <b>FY 2028/29 SFF Revenue NTE:</b> | <b>\$99,910,872 X 1.035 = \$103,407,753</b>  |
| <b>FY 2029/30 SFF Revenue NTE:</b> | <b>\$103,407,753 X 1.035 = \$107,027,024</b> |

(3) In any fiscal year in which the Jurisdictional SFF Revenue Figure for the City of Irvine, net of the JEAP calculated in Section 4.A(6), is greater than the NTE provided in Section 4.B.(2), the excess revenue shall be paid to the City of Irvine as an additional JEAP.

(4) Payment of this additional JEAP shall be made by the Authority to the City of Irvine in two equal payments in December and April of each fiscal year, provided that the Authority has received its distribution of the SFF in such months.

(5) Neither Cash Contract Cities nor SFF jurisdictions other than Irvine shall receive any additional JEAP as described in this Section 4.B., nor will they be required to make additional payments to the Authority due to these calculations or payments. Annual service charges for Cash Contract Cities shall not be increased as a result of the JEAPs or additional JEAPs paid pursuant to this Section 4.

**C. Sources of JEAP Funds; Remedies; Amendment.**

(1) Payments of JEAPs shall be made to the Over-Funded SFF jurisdictions from unrestricted revenues of the Authority (the "Unrestricted OCFA General Fund Revenues") provided that the use of said Unrestricted OCFA General Fund Revenues is not prohibited by any Federal or State law or regulation nor would the use violate the terms or restrictions contained in any grant or other agreement restricting the use of the designated revenue sources. For purposes of clarity, JEAPs shall be paid from the annual service charges paid by the Cash Contract Cities as well as from other non-property tax sources of unrestricted funds. SFF are restricted funds and shall not be used to pay JEAPs. No Cash Contract City annual service charges shall be increased to pay JEAPs.

(2) If a legal challenge is brought challenging this Second Amendment, the JEAPs shall continue to be calculated as provided in this Second Amendment. The Authority shall open a separate account into which the JEAPs shall be deposited, which shall bear interest at the same rate as the Authority's other authorized investments. The Authority shall provide an

accounting to the Over-Funded SFF Jurisdictions upon each JEAP deposit. The JEAPs so deposited into this account shall remain there until the resolution of the legal challenge. If this Second Amendment remains valid after the resolution of such legal challenge, all of the funds accumulated in such account shall be paid, with accrued interest, to the Over-Funded SFF Jurisdiction(s) and the Authority shall provide an accounting therefore.

(3) The City of Irvine may, notwithstanding Article VII, Section 1 of the 1999 Amended Agreement as amended by the First Amendment and this Second Amendment, withdraw from the Authority by transmitting written notice of its withdrawal to the Clerk of the Authority. Such notice shall provide at least two years' notice of the withdrawal, but the notice period may be more than two years, at the City of Irvine's discretion. The withdrawal shall be effective upon the expiration of the notice period in the notice of withdrawal, although in no case may the City of Irvine withdraw before June 30, 2020. This withdrawal provision applies to the following situations only: (1) a final judgment is entered declaring this Second Amendment to be void or otherwise affects a material term of this Second Amendment and the time in which to appeal such final judgment has passed; (2) the members approve any modification to this Second Amendment which the City of Irvine does not vote to approve; (3) there is a change in state legislation which prevents or reduces the payment of JEAPs to the City of Irvine as prescribed by this Second Amendment; or (4) the Authority materially breaches this Second Amendment. This provision shall not be interpreted to limit the remedies otherwise available to the City of Irvine if the Authority otherwise fails to make payment of the JEAPs when it is authorized to do so under this Second Amendment.

(4) This Second Amendment can only be amended if approved by two-thirds of the members of the Authority.



3. Article VII, Sections 1.A. and B. are deleted in their entirety and replaced with the following:

A. Term. Cities shall be members of the Authority for a 20-year term commencing July 1, 2010. For Structural Fire Fund cities, the initial 20-year term shall begin on July 1, 2010 and end on June 30, 2030. For a Cash Contract City, the first 20-year term shall begin on July 1, 2010, only upon the consent of such City. Cash contract Cities that do not give such approval by June 30, 2010 shall give notice of withdrawal to the Clerk of the Authority by June 30, 2010, to be effective July 1, 2010. Failure to provide such notice shall be deemed that City's consent to a 20-year term, beginning July 1, 2010 subject to the ability to withdraw after the first ten years as set forth in Section B. below.

B. Subsequent Terms. Twenty-year membership terms shall automatically renew, on the same terms and conditions as the prior term, and with the same cap in effect in the last year of the prior term, except under the following circumstances:

(1) Any City may give notice of withdrawal by transmitting written notice of such withdrawal to the Clerk of the Authority prior to July 1 of the second to last year of every ten-year interval of a twenty-year term (e.g., for the first ten-year interval, notice must be given by July 1, 2018 to withdraw by June 30, 2020).

(2) Notwithstanding the preceding subsection (B)(1), in exchange for the JEAPs described in Article IV, Section 4, the City of Irvine shall not have the option to withdraw in 2020, except as provided in Article IV, Section 4(C)(3), or if the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made. In the event that the number of withdrawing Cash Contract Cities in 2020 reduces the unrestricted general fund revenues of the Authority to the point that the JEAPs can no longer be made, the City of Irvine will be notified in writing by the Authority of this

condition as soon after July 1, 2018 as practicable, and in no event later than January 1, 2019. In that event, the City of Irvine will be able to withdraw in 2020 by providing written notice of such withdrawal no later than July 1, 2019. For purposes of clarity, the City of Irvine shall have the option to withdraw in 2030 and every ten years thereafter by complying with the notice provisions in subsection (B)(1) above.

*4. This Second Amendment amends, as set forth herein, the 1999 Amended Agreement and the First Amendment and except as specifically amended herein, the 1999 Amended Agreement and the First Amendment shall remain in full force and effect. To the extent there is any conflict between this Second Amendment and the 1999 Amended Agreement and First Amendment, the terms and conditions contained in this Second Amendment shall control.*

Overtaken by Court  
March 15, 2016

**THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT  
ORANGE COUNTY FIRE AUTHORITY**

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

**RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

#### **AGREEMENT**

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*

## **FOURTH AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT ORANGE COUNTY FIRE AUTHORITY**

This Fourth Amendment ("Fourth Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority"). This Fourth Amendment requires the approval of two thirds of the members to go into effect, and it shall be effective when approved by a sixteenth member.

### **RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995, pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, pursuant to the 1999 Amended Agreement the members provided for the provision of Fire Services and the joint financing of Fire Services; and

WHEREAS, on July 1, 2010, the members entered into the First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the required number of member agencies approved the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. However, a final court judgment subsequently invalidated the Second Amendment, so the Second Amendment became, and remains, inoperative; and

WHEREAS, on July 14, 2015, the required number of member agencies approved the Third Amendment to the Amended Joint Powers Agreement ("Third Amendment") to eliminate alternative Board Directors;

WHEREAS, the Amended Joint Powers Agreement, as amended by the First Amendment and Third Amendment, is referred to herein as the "Amended Joint Powers Agreement and Its Operative Amendments";

WHEREAS, the members wish to adopt this Fourth Amendment to the Amended Joint Powers Agreement and Its Operative Amendments to formalize the OCFA's commitment to its "snowball" accelerated pension liability paydown plan on the terms and conditions set forth herein.

NOW THEREFORE, the members agree to amend the Amended Joint Powers Agreement and Its Operative Amendments as follows:

## AGREEMENT

*1. Article IV of the Amended Joint Powers Authority Agreement and Its Operative Amendments is amended to add Section 7, to read as follows:*

7. Payments to Reduce Unfunded Pension Liability.

- A. Except as provided in subsection C, the OCFA Board shall appropriate funds in its budget annually consistent with, or greater than, the budgetary payments called for in the “snowball” accelerated pension liability paydown plan approved by the OCFA Board of Directors on September 26, 2013, and amended on November 19, 2015, November 17, 2016, and March 23, 2017.
- B. Payments will be greater than those appropriated in the OCFA’s budget annually when triggered by a Net General Fund Surplus (per the Financial Stability Budget Policy). Payments from the “Net General Fund Surplus” are hereby deemed as derived from revenues received by overfunded structural fire fund cities as determined by the equity calculation required under Article IV, Section 4 – Equity.
- C. Appropriations and payments required by subsection A and B may be reduced to the extent the Board determines, by vote approved by two-thirds of the Board, is necessary to address a fiscal hardship.
  - 1) For purposes of this section, “fiscal hardship” shall refer to a substantial reduction in OCFA anticipated revenue and/or a significant increase in anticipated expenses that are beyond the reasonable control of the OCFA Board.

*2. This Fourth Amendment amends the 1999 Amended Agreement and Its Operative Amendments, and except as specifically amended herein, the 1999 Amended Agreement And its Operative Amendments shall remain in full force and effect.*

[SIGNATURES ON FOLLOWING PAGES]



GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GARDEN GROVE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL  
TO THE ORANGE COUNTY FIRE AUTHORITY  
BY AND BETWEEN  
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2005  
AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding by and between the Garden Grove Fire Fighters Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Fighters Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE  
AND  
THE GARDEN GROVE FIRE FIGHTERS, LOCAL 2005  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Fighters, Local 2005, International Association of Fire Fighters ("Union").

**WHEREAS**, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

**WHEREAS**, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

**WHEREAS**, at the request of the Union, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

**WHEREAS**, the City is currently evaluating OCFA's proposed Agreement, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

**WHEREAS**, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

**WHEREAS**, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

**NOW, THEREFORE**, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be

incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

**2. Contracting out Firefighting and Emergency Medical Services:** The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

**3. Offer of Employment with OCFA:** All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA's offers of employment to the Union's members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA's offers of employment to the Union's members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

**4. Members Rejected Due to Industrial Injury or Medical Condition:** In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers' compensation claim.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per the existing MOU between the City and the Union. Pursuant to subparagraph 4(a)

below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section V.1.d. of the City/Union MOU.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor OCFA MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

**6. No Agreement to Contract for Fire Services and Emergency Medical Services:** In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall commence negotiations on a successor MOU to the MOU that expired on June 30, 2018 as soon as practicable.

City of Garden Grove

International Association of Fire  
Fighters, Garden Grove Local 2005

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

By: William A. Strohm  
Bill Strohm, President

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

Date: April 2, 2019

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GARDEN GROVE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL  
TO THE ORANGE COUNTY FIRE AUTHORITY  
BY AND BETWEEN  
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION  
AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding by and between the Garden Grove Fire Management Association and the City of Garden Grove, and signed by the President on behalf of the Garden Grove Fire Management Association, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE  
AND  
THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Garden Grove Fire Management Association ("Union").

**WHEREAS**, Union is the recognized employee organization for designated classifications of safety employees employed by the City in the City's Fire Department whose rights and interests are affected by the contracting of fire services and emergency medical services to the Orange County Fire Authority ("OCFA");

**WHEREAS**, the labor relationship between the Union and the City is governed, in part, by a Memorandum of Understanding and various side letter agreements ("City/Union MOU");

**WHEREAS**, at the request of Fire Fighters Local 2005, the City solicited a proposal from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services ("Agreement") for the City;

**WHEREAS**, the City is currently evaluating a proposed Agreement for the Orange County Fire Authority ("OCFA") to provide fire services and emergency medical services, which, if agreed to and approved by the City, will result in the contracting out of firefighting and related services that the Union's members currently perform;

**WHEREAS**, the Union and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of Union members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

**WHEREAS**, the Union and the City wish to memorialize their agreement and provide for certain rights and entitlements of Union members associated with the contracting out of fire services and emergency medical services;

**NOW, THEREFORE**, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and Union have agreed that the effective date for the contracting of fire services and emergency medical services is August 16, 2019; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of the Union and the City and such extended date shall be



incorporated into this MOU and replace each instance where August 16, 2019 is referenced herein by such new date.

2. **Contracting out Firefighting and Emergency Medical Services:** The City and the Union agree that, effective August 16, 2019 at 8: a.m., the City shall be permitted to contract out firefighting and emergency medical services currently provided by the Union and its members, according to terms of the provisions of this MOU and the terms of the Agreement.

3. **Offer of Employment with OCFA:** All City Fire Department safety employees identified in Attachment B – Exhibit 1 of the Agreement shall be offered employment by the OCFA, at the rank and salary and under the terms and conditions specified in Section IX Personnel of the Agreement, including Attachment “B”, Attachment B – Exhibit 1, and Addendum to Attachment B- Leave Agreement, which are attached to this MOU as Exhibits 1 - 4 and incorporated herein and are thus part of this MOU between the parties. Members who accept employment with the OCFA are hereafter referred to as “transitioning employees.”

OCFA's offers of employment to the Union's members are contingent upon those members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

OCFA's offers of employment to the Union's members are also contingent upon those members passing a Live Scan background check pursuant to the terms and conditions specified in the OCFA Live Scan Disqualification Guidelines, attached to this MOU as Exhibit 5.

4. **Members Rejected Due to Industrial Injury or Medical Condition:** In the event the medical examination process reveals a medical condition that disqualifies the member from OCFA employment as a firefighter, the member may, in good faith, file a workers' compensation claim. The City agrees that it will accept claims that fall under the following Labor Code presumptions: 3212, 3212.1, 3212.6, 3212.8, and 3212.9.

Union members who are on leave pursuant to Labor Code section 4850 on the date of transition and who thus are not immediately offered an employment position by OCFA may continue to receive their Section 4850 payments for the duration of their statutory entitlement (up to one year) under the law. However, such individuals will not be considered employees of the City beyond the date of transition and not entitled to an employment position with the City after the transition effective date. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

Union members who are off on a non-industrial injury or illness leave or who have exhausted their Labor Code 4850 benefits on the date of transition will be laid off from the City as of the date of the transition, and shall be paid for the accrued leave per



the existing MOU between the City and the Union. Pursuant to subparagraph 4(a) below, such employees will also be eligible to become employed by OCFA or file for disability retirement.

a) Any member who fails to meet the standards for employment for OCFA employment on August 16, 2019 will be offered employment on the first occasion on which the member meets the standards, provided, however, OCFA shall not be obligated to offer any employment beyond August 16, 2020.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued leave per the terms of the current City/Union MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued annual leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each transitioning employee who transitioned from a Garden Grove Fire Fighters Association position at the CITY. The leave bank will be funded with the CASH VALUE of the eligible accrued annual leave that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' accrued annual leave hours at the time of transition which will be calculated as follows: number of each transitioning employee's eligible accrued annual leave hours multiplied by the base salary hourly rate as specified in Section 5.F.vi of the City/Union MOU. Sick leave is ineligible for cash-out or transfer under the terms of the MOU between the City and the Fire Management Association.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the cash value of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA. Any amounts

remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

Pursuant to the terms of the Leave Agreement between the City and OCFA, attached as Exhibit 4 to this MOU, the cashability of the General Leave may be open to negotiation during negotiations for a successor MOU. Unless and until a cash-out option for the General Leave bank is agreed upon through the collective bargaining process, the General Leave bank is not eligible to be cashed-out by transitioning employees in lieu of using said time during their employment at OCFA. Any amounts remaining in the General Leave bank at the time of separation, for any reason, will be eligible for cash-out at the CASH VALUE as established at the time of transition.

**6. No Agreement to Contract for Fire Services and Emergency Medical Services:** In the event the City decides not to enter into an Agreement with OCFA, Union members shall continue their employment as employees of the City pursuant to the terms and conditions of the applicable MOU, rules and regulations. The parties shall resume negotiations on a successor MOU to the MOU that expired on December 31, 2018 as soon as practicable.

City of Garden Grove

Garden Grove Fire Management Assoc.

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

By: \_\_\_\_\_  
Justin Truhill, President

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

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

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GARDEN GROVE  
APPROVING THE MEMORANDUM OF UNDERSTANDING  
ON TERMS AND CONDITIONS FOR THE TRANSITION OF PERSONNEL  
TO THE ORANGE COUNTY FIRE AUTHORITY  
BY AND BETWEEN  
THE ORANGE COUNTY EMPLOYEES ASSOCIATION, GARDEN GROVE CHAPTER AND  
GARDEN GROVE LEAGUE CHAPTER,  
AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding by and between the Orange County Employees Association, Garden Grove Chapter and Garden Grove League Chapter and the City of Garden Grove, and signed by the Sr. Labor Relations Representative on behalf of the OCEA, and the City Manager on behalf of the City of Garden Grove, is hereby approved.
2. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GARDEN GROVE  
AND  
THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN GROVE  
CHAPTER**

This Memorandum of Understanding ("MOU") is by and between the City of Garden Grove ("City") and the Orange County Employee's Association, Garden Grove Chapter ("OCEA").

**WHEREAS**, OCEA is the recognized employee organization for designated classifications of employees employed by the City of Garden Grove, including: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

**WHEREAS**, the City is currently evaluating a proposed contract from Orange County Fire Authority ("OCFA") to provide Fire Services and Emergency Medical Services Agreement ("Agreement") which, if approved by the City, will result in the contracting out of the following OCEA positions which currently support the operation of the City's Fire Department: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary;

**WHEREAS**, OCEA and the City have informally met and conferred to discuss issues associated with contracting out of fire services and related emergency medical services, and through such discussions have reached an agreement concerning the rights and entitlements of OCEA members in the event the City and OCFA enter into the Agreement for the contracting of fire services and emergency medical services;

**WHEREAS**, OCEA and the City wish to memorialize their agreement and provide for certain rights and entitlements of OCEA members associated with the contracting out of fire services and emergency medical services;

**NOW, THEREFORE**, the parties to this MOU hereby agree as follows:

1. **Effective Date of Contracting Out of Fire Services to OCFA:** If an Agreement is reached between the City and OCFA, the City and OCFA have agreed that the effective date for the contracting of fire services and emergency medical services is **August 16, 2019**; provided, however, that if the transition does not occur on August 16, 2019, this MOU shall become null and void. In the event the City and OCFA agree to extend the transition date, the date of August 16, 2019 may be extended by mutual written agreement of OCEA and the City and such extended date shall be incorporated into this MOU and replace each instance where August 16, 2019 is herein by such new date.
2. **Contracting out OCEA positions that support the City's Firefighting and Related Services:** The City and OCEA agree that, effective August 16, 2019 at 8:

a.m., the City shall be permitted to contract out OCEA positions that currently support the City's firefighting operation and are currently held by OCEA members, specifically the positions of: Fire Apparatus Mechanic, Fire Protection Specialist, Senior Fire Protection Specialist, and Department Secretary, according to the terms of this MOU.

3. **Offer of Employment with OCFA:** The following OCEA members will be offered employment with OCFA at the position and salary step that is closest to each member's salary at the City: Bryson P. Dahlheimer, Fire Prevention Specialist, Salary Step 1; Don T. Nguyen, Senior Fire Prevention Specialist, Salary Step 11, and Amanda M. Pollock, Administrative Assistant, Salary Step 6. The offer of employment will be contingent upon the members meeting the minimum physical and medical standards for their designated positions in the OCFA, as determined by a medical examination conducted prior to the effective date of the Agreement.

a) **Deadline to accept offer of employment:** The offer of employment will remain open until June 30, 2019, after which the offer of employment with OCFA will be rescinded.

b) **New hire status:** OCEA members who accept a non-safety position with OCFA will be considered "new hires" and will serve a probationary period. All non-safety employees will follow the OCEA General/Supervisory Unit MOU. Bilingual pay and education incentive will be available based on application pursuant to the terms of OCFA MOU.

4. **Offer of Employment with the City:** OCFA has determined that it does not have a Fire Apparatus Mechanic position to offer OCEA member Jesse Guzman. The City agrees to appoint Mr. Guzman to the City position of Equipment Mechanic, at his current salary step as a Fire Apparatus Mechanic, effective 8:00 a.m. on August 16, 2019.

5. **Paid Leave Balances:** Members who transition to employment with OCFA will have the option of cashing out their accrued vacation, floating holiday hours and compensatory time off balances per the terms of the current City/OCEA MOU, or electing to have the CASH VALUE of their accrued leave balances transferred to a General Leave bank that the City will transfer to OCFA within fourteen (14) days after the Agreement effective date of August 16, 2019.

a) **Cash-out:** Members wishing to cash-out all, or a portion, of their eligible accrued leave balance must notify the City by no later than August 2, 2019.

b) **Transfer cash value of accrued leave:** The City will establish a General Leave bank for each member who transitions to OCFA employment. The General Leave bank will be funded with the CASH VALUE of vacation, floating holiday hours and compensatory time off that the transitioning employee elects to have transferred to OCFA. The CASH VALUE of the General Leave Bank will be based on the value of the transitioning employees' eligible accrued leave hours at the time of transition which will

be calculated as follows: number of each transitioning employee's eligible accrued leave hours multiplied by the base salary hourly rate in effect during the last pay period.

Within fourteen (14) days after the transition date, the City will transfer the General Leave Bank to OCFA to administer. Use of all leave time, whether General Leave or OCFA accrued leave, must comply with OCFA's applicable MOU. Transitioning employees will be required to exhaust the balance of their OCFA accrued leave balances before using the General Leave bank. Employees may draw upon the General Leave bank for vacation or sick leave.

Upon a transitioning employee's request to utilize leave from the General Leave bank, OCFA will deduct from the General Bank leave bank the CASH VALUE of the number of leave hours requested, which will be calculated by the number of hours used multiplied by the base salary hourly rate in effect at the time the leave is used. On an annual basis, OCFA will provide each transitioning employee with a statement of the remaining CASH VALUE of the employee's General Leave bank account.

General Leave banks are not eligible for cash-out by OCFA in lieu of using said time during the transitioning employee's employment with OCFA; however, any amounts remaining in a transitioning employee's General Leave bank at the time of separation will be eligible for cash-out.

d) **Sick Leave and Regular Holiday Hours:** Consistent with the terms of the MOU, any accrued, unused sick leave and regular holiday hours at the time the member transfers to OCFA is not eligible to be cashed-out and will be forfeited.

CITY OF GARDEN GROVE

Orange County Employee's Association,  
Garden Grove Chapter ("OCEA")

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

By: \_\_\_\_\_  
Aaron Peardon, Senior Labor  
Relations Representative

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

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



# City of Garden Grove

## Fire Service Proposal



Orange County Fire Authority  
1 Fire Authority Road  
Irvine, CA 92602

March 22, 2018

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## Garden Grove Proposal for Emergency Services

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# Foreword

The Orange County Fire Authority (OCFA) evaluated the feasibility of providing contract services to the City of Garden Grove. This proposal is presenting OCFA's method of providing the highest quality services to the residents of Garden Grove. I welcome this opportunity to describe our regional fire service delivery system.

The principle benefits of a regional system are reduced costs, increased effectiveness, and a depth of resources unmatched within the county. The consolidation of resources, the streamlining of overhead and a partnership in a regional protection system is beneficial for all parties.

The results the OCFA achieves every day in providing protection to our communities occur through individual and team dedication, commitment, and organizational values. I am proud of the men and women of the Orange County Fire Authority, and I am confident the residents of Garden Grove will feel similar pride, if we become your City's fire service provider.

The cost provided herein represents the cost of our services including our basic service charge, station maintenance, and equipment and vehicle replacement costs. The costs represented are for fiscal year 2018/19 and expire June 2019. I have included a brief description of each of OCFA's departments and sections to provide you with an overview of the services available from us as a regional provider. Our commitment is proclaimed in our Mission Statement:

***We enhance public safety and meet the evolving needs of our communities through education, prevention, and emergency response.***

*Patrick McIntosh*  
Interim Fire Chief

## Summary of Proposal

The OCFA deploys resources based on a regional service delivery system, assigning personnel and equipment to emergency incidents without regard to jurisdictional boundaries. Regional fire protection offers the citizens a wide range of services that translates into quality and strength extending well beyond the fire station. It enables the use of existing administrative resources on a broader scale, increases purchasing power for major expenditures, and maximizes the use of all emergency and support resources within the OCFA, regardless of jurisdictional boundaries or physical location.

The Authority presents this service proposal based on OCFA established response standards for structure fires, consisting of three engines, one truck, one paramedic unit, and one battalion chief. All structure fires will have an assigned Advanced Life Support (ALS) unit in the form of a paramedic engine, truck, or squad/van. OCFA determines appropriate emergency response utilizing computer Geographic Information Systems (GIS) programs, data analysis, and OCFA's Standards of Coverage. Garden Grove's geographical size and population warrant the creation of a new battalion within the OCFA utilizing the existing foot print of Garden Grove Battalion One. A Division Chief will provide a level of local control for the City Council and staff by participation on relevant public safety committees, participation at city staff meetings, and attendance at City Council meetings.

OCFA's Emergency Medical Service (EMS) model is three faceted. The first is Emergency Medical Dispatch, where a caller is provided life-saving instructions, while fire department units respond. The second is to front load paramedic service, allowing the first arriving units to provide paramedic level care upon arrival. To ensure only the highest level of service for the City of Garden Grove, the OCFA, as well as the current Garden Grove deployment model has positioned a paramedic unit capable of delivering ALS, at every station and on every unit. Although the OCFA developed the current Paramedic Assessment Unit (PAU) program being utilized within Orange County, it still requires an additional paramedic unit to fulfill the ALS requirement of two paramedics to meet the requirements set by the Orange County Emergency Medical Service Agency (OCEMSA). This additional unit impacts on-scene time and takes the availability of another resource out of service. Within this proposal, the OCFA will increase the number of two-person paramedic units by one-hundred thirty-three percent (133%); every unit in service in Garden Grove will have full ALS capabilities. Transportation of patients is the third facet of EMS delivery and is provided by a private ambulance company in Garden Grove.

All of our partner communities have unique characteristics and demographics, and OCFA strives to meet the diverse needs of each. Creating a diverse workforce that matches our service areas is an OCFA value. Adapting to this need in Garden Grove will benefit the service level provided to the entire OCFA system.

## Garden Grove Proposal for Emergency Services

### ***Service Option Overview***

Contract costs detailed in this proposal reflect the cost of all emergency response units assigned to the City of Garden Grove. These costs include all the equipment, personnel, vehicle and equipment depreciation, station maintenance; as well as services available through OCFA as a regional provider such as urban search and rescue, air operations, fire mechanics, fire prevention and education professionals, handcrews, dozers, dispatch, and all administrative staff. The added benefit to the City of Garden Grove of this regional approach is that it enables the use of existing administrative resources such as Planning and Development, Inspection and Investigation Services, as well as Public Education on a broader scale. In addition, the City will have dedicated Fire Prevention Officers with the primary fire prevention responsibility for the City located at the present Garden Grove Fire Department Headquarters with support from the complete OCFA Community Risk Reduction (Fire Prevention) Department. Garden Grove has frequent community events throughout the year; therefore, the OCFA will assign a Community Education Specialist to be located at the present Garden Grove Fire Department Headquarters.

By contracting with OCFA, the administrative functions for the fire department will be administered by the Authority without additional costs to the City of Garden Grove. These administrative functions include: Human Resources, Finance/Payroll, Information Technology, Purchasing, Risk Management, Workers' Compensation, Legislative Services, Records Management, Compliance Training, Supplies and Equipment, Property Management, and Fleet Services.

| Proposal – FY 2018/19  | OCFA Costs (A) | Garden Grove Budgeted Costs (B) |
|------------------------|----------------|---------------------------------|
| Service Charge         | \$22,191,928   | \$25,122,000                    |
| Facilities Maintenance | \$105,000      | Included                        |
| Vehicle Depreciation   | \$295,293      | Included                        |
| Total                  | \$22,592,221   | \$25,221,000                    |
| Total Savings (B-A)    | \$2,529,779    |                                 |

**Battalion Chiefs are included in the proposed contract cost and not included in daily staffing totals. Station maintenance contributions are handled as a revolving fund that is required to maintain an annual balance of \$15,000 per station.**

## Garden Grove Proposal for Emergency Services

### ***Deployment Comparison***

In the chart below, there are three distinctions. The first being the OCFA deployment model has every engine and truck company as a full ALS unit. The second is the doubling of truck company coverage with a paramedic truck at Station 5. The third distinction between the two deployment models is the Paramedic Truck at Station 1 being staffed by using the Paramedic Squad to fill necessary paramedic positions.

### ***OCFA Proposal Comparison with Current Garden Grove Deployment***

|  | Station<br>1                        | Station<br>2 | Station<br>3 | Station<br>4 | Station<br>5 | Station<br>6 | Station<br>7 | Daily<br>Staffing |
|--|-------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|-------------------|
| <b>OCFA</b>                            | PMT<br>BC                           | PME          | PME          | PME          | PMT          | PME          | PME          | <b>29</b>         |
| <b>GGFD<br/>Current<br/>Deployment</b> | Truck<br>BLS Eng.<br>PM Squad<br>BC | PME          | PAU          | PAU          | PME          | PAU          | PAU          | <b>29</b>         |

**Note: 1. PME is Paramedic Engine, PMT is Paramedic Truck, and PAU is Paramedic Assessment Unit.  
2. Total transitioning personnel indicate a per shift/daily staffing count.**

### ***Start-Up Cost Summary***

Not included in the cost of the options are the one-time start-up costs or costs associated with facilities issues listed on page 44. In addition to the annual contract price, a one-time start-up cost will be charged to facilitate hiring of current Garden Grove employees by the OCFA, standardization of equipment, and facilities. One-time costs assume 84 sworn personnel and non-sworn personnel that the OCFA has vacancies for and can be adjusted for variations in transitioning staff. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

| <b>Summary of Start-Up Costs – Detail on Page 40</b> |                    |
|--|--------------------|
| <b>Communications</b>                                | \$293,146          |
| <b>Facilities</b>                                    | \$156,500          |
| <b>Personnel</b>                                     | \$152,650          |
| <b>Service Center</b>                                | \$309,661          |
| <b>Fleet Services</b>                                | \$20,800           |
| <b>EMS</b>   | \$203,468          |
| <b>Total</b>   | <b>\$1,136,225</b> |

## Garden Grove Proposal for Emergency Services

### ***Long-Term Savings***

Over the past ten years, the Orange County Fire Authority's cost increases to contract cities has averaged 2.92%; however, the maximum increase is capped at 4.5%, and this number should be used for budgeting purposes. The table below represents this 4.5% increase to demonstrate the highest possible service charge for each fiscal year. The increases represented for the Garden Grove Fire Department were taken from the published projections represented in the current City of Garden Grove's budget.

### ***OCFA Proposal Cost Budget Comparison with Annual Increases***

|                                  | 2018/19             | 2019/20             | 2020/21             | 2021/22             |
|----------------------------------|---------------------|---------------------|---------------------|---------------------|
| <b>OCFA Service Charge</b>       | <b>\$22,592,221</b> | <b>\$23,608,870</b> | <b>\$24,671,258</b> | <b>\$25,781,464</b> |
| <b>OCFA % Inc. (Maximum)</b>     | Included in cost    | 4.50%               | 4.50%               | 4.50%               |
| <b>Garden Grove FD Budget</b>    |                     |                     |                     |                     |
| <b>2018/19 Budget</b>            | \$24,816,000        | \$25,589,000        | \$26,557,000        | \$27,088,000        |
| <b>Prop 172 Funding</b>          | \$306,000           | \$323,000           | \$259,000           | \$251,000           |
| <b>2018/19 GGFD Budget Total</b> | <b>\$25,122,000</b> | <b>\$25,912,000</b> | <b>\$26,816,000</b> | <b>\$27,339,000</b> |
| <b>% Increase</b>                |                     | 3.14%               | 3.49%               | 1.95%               |
| <b>Annual Savings</b>            | <b>\$2,529,779</b>  | <b>\$2,303,129</b>  | <b>\$2,144,730</b>  | <b>\$1,557,523</b>  |
| <b>Cumulative Savings</b>        | <b>\$8,535,161</b>  |                     |                     |                     |

**Note:** Excludes one-time start-up costs and City's Annual Unfunded Actuarial Accrued Liability (UAAL) Payment to Public Employees' Retirement System (PERS). Costs quoted are valid for the upcoming fiscal year ending in June 2019.

**This table does not factor in savings associated with Workers' Compensation and other departmental efficiencies.**

### ***Garden Grove's 2016 Deployment Report***

Garden Grove Fire Department staff, at the request of the City Council, completed an analysis assessing the deployment of paramedic units within the city and to determine if the paramedic override assessment fee was meeting the community's needs. This deployment study, referred to as the "Fire Department Deployment Report," thoroughly assessed the deployment of all the Fire Department's emergency response resources. This deployment study, the first in over 30 years, identified several areas of potential service improvement. It should be noted that the current deployment model utilized by the Garden Grove Fire Department meets most of the needs of the community, and is in-line with deployment models used by other fire departments in Orange County and the OCFA. The purpose of the study was to identify possible improvements to the existing deployment model. The study utilized computer generated deployment modeling and found four key issues where improvements could be made:

- Current deployment adversely impacts paramedic units (Paramedic Engine Companies and Paramedic Squad) responding into the response areas of Garden Grove's Paramedic Assessment Engines to meet the ALS response criteria as required by OCEMSA.
- Lack of daily personnel on-duty to meet the effective fire force.
- Increased response time of Occupational Safety and Health Administration (OSHA) mandated two-in/two-out with the utilization of three-person PAUs.
- Need for additional truck company coverage on the west end of Garden Grove.

To enhance service to the City of Garden Grove, the Deployment Study recommended a three-phased approach. Over the three phases, all the existing PAU's with the exception of PAU 7 would be upgraded to Paramedic Engines (PMEs). This change solves the response impact to the paramedic units, increases the effective fire force, and reduces the time necessary to implement two-in/two-out to the City of Garden Grove, with the exception of Garden Grove's Station 7 area. The PME located at Garden Grove Fire Station 5 would be converted to a Paramedic Truck Company (PMT), solving the truck company coverage on the west end of Garden Grove. Also identified within the study was the need for a full-time nurse/paramedic coordinator to "assure compliance with all EMS regulations and quality assurances requirements." The 2016 Deployment Report estimated a total yearly increase to the Fire Department budget (2016 estimate) to implement the three-phased deployment, over three years, as approximately **\$2,069,920**.

The proposed contract offered by the OCFA exceeds all the recommendations of the Garden Grove Fire Department Deployment Report on day-one of the contract. The increase in service to the community is accomplished with every unit in Garden Grove being a paramedic unit, while providing a cost savings to the City of Garden Grove; staffing all units with four fire personnel significantly improves response times needed to fulfill the OSHA mandated two-in/two-out requirement where a three-person PAU currently exists; effective fire force on-scene times are reduced in portions of the City, and a second truck company is added to the west end of Garden Grove. In addition, the proposed contract includes a full-time nurse educator to meet State and Local requirements. OCFA has on order and has begun to receive the first of seven-new tractor drawn quints at a cost of approximately \$1.4 million each. OCFA will select the best of the trucks being replaced to provide truck service at Garden Grove Station 1 with no additional cost incurred to the City.

## Garden Grove Proposal for Emergency Services

### *Proposal Savings with Garden Grove Fire Department Deployment Study Costs*

|  | 2018/19             | 2019/20            | 2020/21            | 2021/22            |
|--|---------------------|--------------------|--------------------|--------------------|
| <b>OCFA Proposal Charge (A)</b>                | \$22,592,221        | \$23,608,871       | \$24,671,270       | \$25,781,477       |
| <b>Garden Grove FD Budget w/Prop 172 Funds</b> | \$25,122,000        | \$25,912,000       | \$26,816,000       | \$27,303,000       |
| <b>Deployment Study Costs</b>                  | \$2,069,920         | \$2,069,920        | \$2,069,920        | \$2,069,920        |
| <b>Annual Cost (B)</b>                         | \$27,190,920        | \$27,981,920       | \$28,885,920       | \$29,372,920       |
| <b>% Increase</b>                              |                     | 2.91%              | 3.23%              | 1.81%              |
| <b>Annual Savings (B-A)</b>                    | <b>\$4,599,699</b>  | <b>\$4,373,049</b> | <b>\$4,214,650</b> | <b>\$3,627,443</b> |
| <b>Cumulative Savings</b>                      | <b>\$16,814,841</b> |                    |                    |                    |

### *Cost Control*

A common concern of cities interested in contracting with the OCFA is the ability to control costs. OCFA's cash contract cities enjoy the financial protection of a cap on annual increases not-to-exceed 4.5%. The cap includes recapture provisions, wherein increases above the cap are banked for future recapture in subsequent years when cost increases are less than the cap. The percentage of increases for our contract cities over the last ten years is illustrated in the table below.

|                             | Stanton | Placentia | Tustin | Seal Beach | Buena Park | San Clemente | Santa Ana | Westminster |
|-----------------------------|---------|-----------|--------|------------|------------|--------------|-----------|-------------|
| <b>2008/09</b>              | 4.00%   | 4.00%     | 4.00%  | 4.00%      | 4.00%      | 4.00%        |           | 4.00%       |
| <b>2009/10</b>              | 4.00%   | 4.00%     | 4.00%  | 4.00%      | 4.00%      | 4.00%        |           | 4.00%       |
| <b>2010/11</b>              | 1.92%   | 1.92%     | 1.92%  | 1.92%      | 1.92%      | 1.92%        |           | 1.92%       |
| <b>2011/12</b>              | 3.79%   | 3.79%     | 3.79%  | 3.79%      | 3.79%      | 3.79%        |           | 3.79%       |
| <b>2012/13</b>              | 1.34%   | 1.34%     | 1.34%  | 1.34%      | 1.34%      | 1.34%        | 1.34%     | 1.34%       |
| <b>2013/14</b>              | 1.44%   | 1.44%     | 1.44%  | 1.44%      | 1.44%      | 1.44%        | 1.44%     | 1.44%       |
| <b>2014/15</b>              | 4.50%   | 4.50%     | 4.50%  | 4.50%      | 4.50%      | 4.50%        | 4.50%     | 4.50%       |
| <b>2015/16</b>              | 2.38%   | 2.38%     | 2.38%  | 2.38%      | 2.38%      | 2.38%        | 2.38%     | 2.38%       |
| <b>2016/17</b>              | 1.29%   | 1.29%     | 1.29%  | 1.29%      | 1.29%      | 1.29%        | 1.29%     | 1.29%       |
| <b>2017/18</b>              | 4.50%   | 4.50%     | 4.50%  | 4.50%      | 4.50%      | 4.50%        | 4.50%     | 4.50%       |
| <b>Avg. Annual Increase</b> | 2.92%   | 2.92%     | 2.92%  | 2.92%      | 2.92%      | 2.92%        | 2.92%     | 2.92%       |



## **Garden Grove Proposal for Emergency Services**

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Contributions to vehicle replacement and station maintenance are relatively stable cost elements of the proposal, and are added to cash contract city charges outside of the cap calculation. Vehicle replacement contributions are calculated using the current replacement cost for the emergency vehicles assigned to the City, divided by the years of expected service for the vehicles (i.e., useful life).

Station maintenance contributions are handled as a revolving fund, requiring an initial deposit of \$15,000 per station, and then requiring annual replenishment only if/when funds are used for improvement projects or maintenance projects.

### ***Service Charge Relative to Regional Costs***

The proposed annual service charge would fund fire suppression, hazardous materials response, emergency medical services; also included are support functions, such as dispatching, investigations, training, fleet maintenance, supply and procurement, risk management, and all other services required in the support of the City of Garden Grove contract for the effective operation of a modern fire department.

The contract service charge would be prorated on a monthly-basis, and payment would be due monthly in advance. Each March, the OCFA will provide notification of estimated changes in contract costs for the next fiscal year. Each June, the OCFA would provide the final annual contract service charge amount to the City.

OCFA's Joint Powers Authority (JPA) agreement provides an option to withdraw at each ten-year interval. Article IV, Section 3.F. of the JPA agreement provides the detailed methodology for this option. The term of the new service agreement will run concurrent with the JPA agreement.

### ***Community Risk Reduction (CRR) Cost Recovery Fee Program***

By direction of the OCFA Board of Directors, the CRR Planning and Development and Prevention Field Services sections are funded through cost recovery fees. As the services provided by CRR are primarily directed to businesses, developers, architects, contractors, and sub-contractors, the fees are directed to the business community and not to individual homeowners and residents. The fees charged to the business community qualify as a business expense.

The Planning and Development Section engages in development review, plan review, and new construction inspections, and are 100% fee funded. These fees are paid by developers, architects, contractors, and sub-contractors.

The Prevention Field Services Section engages in annual inspections, special events including fireworks, 850 (Board and Care facilities) inspections, citizen complaints, city requests, and company officer assistance. This section is approximately 50% fee funded and primarily based on the issuance of Operational Permits. These fees are paid by local businesses, building owners, and special event contractors. The other 50% is considered a general fund cost for the OCFA as there is no correlating customer to charge. These costs are included in the contract charge calculations for contract cities.

OCFA fees are calculated by daily time logging of activity and volume of activity. OCFA fee development is vetted through a third-party fee consultant and approved by both the OCFA Budget and Finance Committee and the OCFA Board of Directors. Fees fluctuate from year-to-year depending on the volume and staffing levels and do not necessarily increase each year; in fact, often are reduced.

The City of Garden Grove is encouraged to carefully review the attached fee schedule (Attachment C) to better understand the potential community impacts.

### ***Associated Savings***

The City of Garden Grove will realize significant savings to several City departments should OCFA assume the management, support, and service expenses relative to the Fire Department. The City will also achieve savings from the reduction of its insurance premiums and Workers' Compensation. The following are some of the services that will be provided by OCFA's management and staff professionals:

- Human Resources Services including Recruitments, Testing, Selection, Employee Records, Labor Negotiation, Discipline, Grievances, Americans with Disabilities Act and OSHA Compliance, Benefits Management, Training, and Academies, etc.
- Information System Management including Emergency and Administrative Computer Hardware and Software Systems
- Facility and Property Management, and Routine Maintenance
- Human Resources Compliance Training for Family Medical Leave Act, Fair Labor Standards Act, Sexual Harassment and Equal Employment Opportunity Commission.
- Risk Management & Worker's Compensation Management
- Legislative Analyst & Lobbying Services
- Contract Administration
- Vehicle Purchasing and Maintenance (***Existing funds in Garden Grove's vehicle replacement accounts remain with the City.***)
- Equipment and Supplies Purchase, Inventory Management, Repair, and Delivery
- Processing of Subpoenas and Information Records Requests
- Media Relations
- Community Education including School Programs
- Public Relations and Information Services
- Community Risk Identification, Prevention, and Mitigation Programs
- Dispatching
- Communications Equipment Purchase, Repair, Maintenance
- Emergency Response Mapping (GIS, AVL)
- Paramedic Continuing Education Services including an MD (Medical Director)
- Quality Assurance Programs
- Community Survey Programs
- Disaster Planning and Coordination
- Fiscal Management, Budgeting, and Payroll

### ***Benefits of Contracting with OCFA***

The Orange County Fire Authority enhances services to the citizens of Garden Grove and increases efficiencies within the City. OCFA's full-service education, prevention, and emergency response brings with it a full support network and eliminates the workload for other city departments that currently support the Garden Grove Fire Department. The support network includes Training/Safety and EMS Sections that provide in-house certifications and enhancement, skills maintenance, and Safety Officer coverage during incidents. These support functions ensure that a high level of service is provided to our residents. Other service enhancements include our depth of resources, specialized resources, a dedicated Fire Prevention program, a Hazardous Materials program, dedicated fire dispatchers, and a comprehensive Public Education program. These are standard in our regional system and are included in the contract price.

Additional benefits include:

- City Council Member on OCFA Board – participation in public policy decisions
- City Council Member on Executive Committee based on position or appointment
- City Council Member on Budget and Finance Committee by appointment
- City Council Member on Human Resources Committee by appointment
- City Manager participation on Technical Advisory Committee
- City Manager participation on City Manager Budget and Finance Committee on a rotational basis
- Cost Control – Contract increases are capped at 4.5% per year
- Active participation in Community Events
- Training and certification programs developed and presented in-house
- Paramedic nurse educators, training staff, and associated training facilities
- Dedicated Fire/EMS Emergency Dispatch including Emergency Medical Dispatch
- Risk Management Program including the "WEFIT" health and wellness program
- Central recruitment and hiring, personnel management, and benefit coordination
- Response compatibility with other Orange County Fire Departments
- Active participation and coordination with all Orange County city fire agencies
- Alternate regional coordinator for California Office of Emergency Services Area 1

### ***Transition of Garden Groves City's Fire Department***

As a fire service contractor, the OCFA has the capability and resources to meet the City of Garden Grove's needs to transition the city's fire service resources and public safety responsibilities. Should the City choose to contract with the OCFA, it is OCFA's intent to complete a transition in a methodical, time efficient approach that is seamless without interruption or incident. The OCFA is confident that it will be able to begin providing service to the City of Garden Grove in approximately 120 after a contract for emergency service is completed and signed.

The Orange County Fire Authority is committed to making the transition of the Garden Grove Fire Department operations and personnel to the OCFA as smooth as possible for the present Garden Grove employees, as well for the employees of the OCFA. The OCFA would offer employment to current Garden Grove Fire Department operations safety employees, and

non-sworn Fire Department professional staff<sup>1</sup>, subject to the conditions noted in this proposal, position availability, and final contract negotiations.

## Governance Structure

In March 1995, members of a newly formed joint powers authority—the Orange County Fire Authority—met for the first time. The outcome was the formation of an organizational structure that shares decision-making among participants, while retaining the economies of scale and depth of service of the regional system. The member cities each selected a Council Member to sit on the OCFA governing board along with two members of the Orange County Board of Supervisors (Attachment A).

It is the collaboration of multiple City Council Members and City Managers, each providing their individual perspectives and experiences that assist in setting policy and providing oversight to the OCFA. It is these valuable perspectives and experiences that have translated into positioning the OCFA into a fiscally sound organization.

### ***Board of Directors***

Unique to OCFA's governance system will be Garden Grove's representation on the Board of Directors and its equitable share in the decision-making authority with other participants in the regional system. Members of Garden Grove's City Council and the City Manager will have direct access to the Fire Chief for matters relating to service in their city, and the Garden Grove City Council will select one of its Members to sit on the OCFA Board of Directors. All authority rests with the Board of Directors unless it is delegated by statute or board action. When delegated, these authorities are further defined by contracts, resolutions, policies, or other board actions. Today, the Orange County Fire Authority serves 23 of Orange County's 34 cities and all unincorporated areas of the county. Member cities now comprise approximately 93% of our service population.

In addition to the City of Garden Grove's participation on the full Board of Directors, the Garden Grove representative has the opportunity to contribute on various OCFA committees such as the Executive Committee, Budget and Finance Committee, and Human Resources Committee. The City of Garden Grove will be provided an opportunity for representation on these committees on a positional or appointment basis. City Manager involvement is through the City Managers' Technical Advisory Committee and City Managers' Budget and Finance Committee that exists to assist in managing the proceedings of the Fire Authority.

### ***Executive Committee***

The Executive Committee conducts all business of the OCFA, except for policy issues, including labor relations, budget issues, and other matters specifically retained by the Board of Directors. The Executive Committee consists of no more than nine members of the Board of Directors. The Committee membership is comprised of the following designated positions: Chair and Vice Chair of the Board of Directors, the immediate past Chair of the

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<sup>1</sup> - 2 Fire Prevention, 1 Clerical

Board, and the Chair of the Budget and Finance Committee. In addition, the Chair appoints five at-large members. At least one member of the Orange County Board of Supervisors serves on this committee. The ratio of committee members representing cash contract cities to the total committee membership will be as close as reasonably possible to the ratio of the number of cash contract cities to total member agencies. The Chair of the City Managers' Technical Advisory Committee serves as an ex officio non-voting member of the Executive Committee.

### ***Budget and Finance Committee***

The Budget and Finance Committee advises staff and makes recommendations to the Board of Directors on matters related to financial and budget policies, development of budgets for the General Fund and capital expenditures, designations of reserves, budget balancing measures, evaluation and development of plans to meet long-term financing needs, investment oversight and purchasing policies. The Chair of the City Manager Budget and Finance Committee serves as an ex officio non-voting member of this committee. Effective beginning the year ended June 30, 2006, the Budget and Finance Committee was also designated to serve as the OCFA's Audit Oversight Committee.

### ***Claims Settlement Committee***

The Claims Settlement Committee has the authority to settle claims, lawsuits, and pre-litigation claims for the amounts above \$50,000, not to exceed \$250,000, including insurance pool settlements, Workers' Compensation settlements, and the initiation and settlement of subrogation claims. Settlements of lawsuits in amounts exceeding \$250,000 are approved by the OCFA Board of Directors.

### ***Human Resource Committee***

The Human Resources Committee shall advise OCFA staff and make recommendations to the Board of Directors on matters regarding human resources policies, job class specifications, compensation programs, benefit changes and renewals, labor negotiations, staff training development and recognition programs, succession planning, risk management and Workers' Compensation policies, and development of management/performance evaluation and information systems.

### ***City Managers' Technical Advisory Committee***

The City Managers' Technical Advisory Committee (TAC) advise the Fire Chief and make recommendations on major policy decisions, prior to submittal to the Board. The OCFA believes it is essential that there be harmonious and collaborative working relationships between the Fire Chief and City Managers; therefore, the TAC provides an effective means of building and facilitating that collaborative working environment. Upon joining OCFA, the Garden Grove City Manager would be invited to TAC meetings to provide additional participation in OCFA management.

### ***City Managers' Budget and Finance Committee***

The City Managers' Budget and Finance Committee (B&FC) is comprised of six City Managers whom meet annually to review the proposed budget. This Committee also meets, when needed, to review significant changes in OCFA's financial condition and to discuss proposed policy decisions which may have financial ramifications for OCFA and/or its member agencies. The Committee provides input to OCFA's financial staff, the Fire Chief, and the OCFA Board of Directors regarding changes that they recommend to proposed financial policies, budget priorities, uses of available fund balance, and/or steps they believe OCFA should take to reduce the budget.

## **Fiscal Considerations**

### ***OCFA's Fiscal Strength***

The Orange County Fire Authority, funded much like a fire district, derives the majority of its funds from property taxes and service charges from OCFA's cash contract cities. Currently, OCFA has cash and investments of approximately \$142 million and received the highest credit rating by Standard & Poor's (SP1+) on its last short-term debt issue in 2015. OCFA's strong fiscal management and solid record of fiscal discipline were two of the key contributing factors to the positive rating.

In September 2013, the OCFA Board of Directors approved an Accelerated Pension UAAL Payment Plan. The accelerated plan has the following benefits:

- Results in OCFA's pension liability being paid off sooner
- Earlier and larger contributions into the pension system result in greater investment income earned
- Greater investment income earned results in less money paid by the employer over the long-term

As of December 31, 2016, OCFA's pension UAAL is \$400.4 million. In 2017, the actuary reported that OCFA has saved \$11.5 million in interest by making additional payments towards its UAAL and is projected to achieve 85% funding by December 31, 2021, and 100% funding by December 31, 2028, assuming all other actuarial inputs are held constant.

Further demonstrating OCFA's fiscal strength is the fact that OCFA's Business Services Department has received national awards for its fiscal management. In fiscal years 1998 through 2017, OCFA has produced a Comprehensive Annual Financial Report (known as CAFR) for which they received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA).

OCFA received budget awards from California Society of Municipal Finance Officers (CSMFO) from 2001 through 2017 and GFOA's Distinguished Budget Presentation Award from 1999 through 2017. The Distinguished Budget Award is the highest form of recognition bestowed by the GFOA for governmental budgeting.



## **Garden Grove Proposal for Emergency Services**

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In addition to awards for financial reporting, budgeting, and treasury functions, the OCFA's Business Services Department–Purchasing Division earned the Excellence in Procurement Award by the National Purchasing Institute, Inc. (NPI) in 2007, 2008, and yearly 2011 through 2017. This award recognizes organizational excellence in procurement.

The OCFA views these award programs as important components to our continuous pursuit of professional growth, improvement, and financial sustainability. Our ongoing participation ensures that we stay abreast of new developments in these areas, and that we persistently work to establish and achieve professional standards of excellence.

### ***Structural Fire Fund Cities***

The Structural Fire Fund (SFF) is a separate allocation of property taxes for fire protection services and is mandated by Revenue and Taxation Code Section 95. Property taxes based on calculated tax factors are allocated to the SFF from the cities of Aliso Viejo, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Rancho Santa Margarita, San Juan Capistrano, Villa Park, Yorba Linda, and the unincorporated areas of Orange County.

### ***Cash Contract Cities***

The cities of Buena Park, Placentia, San Clemente, Santa Ana, Seal Beach, Stanton, Tustin, and Westminster receive services on a cash contract basis. A base charge was established for each city at time of entry. This charge is updated annually based on the percentage increase in the General Fund budget subject to a cap on the cost of annual adjustments. See chart on page 9 for historical increases. These costs represent the cost of providing service within a contract city and include:

- Direct Labor Costs – Labor, Service and Supplies
- Indirect Support Costs – Emergency Management and Support Staff
- Station Maintenance
- Vehicle and Equipment Replacement

The proposed contract with the City of Garden Grove would be a cash contract.

### ***Future Options for Withdrawal from OCFA***

A common question from cities considering joining the OCFA is regarding how they can withdraw from OCFA in the event they wish to return to their own City Fire Department, and what will happen with their Fire Department assets upon withdrawal. The term of the OCFA's JPA is twenty years with an option to withdraw at each ten-year interval (June 30, 2020, and June 30, 2030).

Upon withdrawal from the OCFA, the OCFA's lease-interest in the stations would be terminated and the fire station facilities would be returned to the City for its future use and maintenance. Regarding the City's fire department vehicles, the OCFA will monitor and track the value of the vehicles that are transitioned to OCFA, and maintain an ongoing accounting of "vehicle value" assigned to the City of Garden Grove. During the duration of the contract, we will add the City's ongoing contributions to vehicle replacement, and deduct the cost of new vehicles purchased for the City. Upon withdrawal, the tracked "vehicle value," if positive, would be returned to the City. To date, the OCFA has never had

an agency withdraw from JPA membership. In fact, at the last window for withdrawal on June 30, 2010, all 23-member agencies renewed the JPA with OCFA for a new twenty-year term.

## Overview of Garden Grove Fire Department

The Garden Grove Fire Department serves approximately 176,277 residents within its geographical boundaries of 17.9 square miles. The City's real property's assessed value is in excess of \$10.8 billion. Garden Grove's Fire Department provides fire protection, emergency medical services, and public assistance services within the City of Garden Grove and responded to approximately 15,000 emergency calls in the 2017 calendar year.

Garden Grove's fire department currently consists of 84 sworn and 4 non-sworn full-time employees. Of the 84 current suppression personnel, 27 are licensed firefighter-paramedics. The department has 101 budgeted positions which includes 96 sworn career firefighter positions who provide administrative services, as well as staffing for the seven fire stations and 5 non-sworn positions.

### *Current Fire Station Staffing*

#### **Fire Station 1 – 11301 Acacia Parkway**

Type I Engine – Basic Life Support Unit (3 personnel)

Medic Van Transport (2 personnel)

Truck Company (3 personnel)

Battalion Chief

#### **Fire Station 2 – 11805 Gilbert Street**

Type I Engine - Paramedic Engine (4 personnel)

#### **Fire Station 3 – 12132 Trask Avenue**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 4 – 12191 Valley View Street**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 5 – 12751 Western Avenue**

Type I Engine - Paramedic Engine (4 personnel)

#### **Fire Station 6 – 12111 Chapman Avenue**

Type I Engine - Paramedic Assessment Unit (3 personnel)

#### **Fire Station 7 – 14162 Forsyth Lane**

Type I Engine - Paramedic Assessment Unit (3 personnel)



## Garden Grove Proposal for Emergency Services

### *Garden Grove's Dispatching*

Emergency communications services are currently provided by Metro Cities Fire Authority (Metro Net) whose public safety dispatchers are trained in fire and medical emergencies. Dispatch operates on the county-wide 800 MHz system for communications and utilizes Criteria Based Dispatch (CBD) for pre-arrival instructions. Its current Computer Aided Dispatch (CAD) is Keystone, which is interfaced to paging, station terminals, alerting, and Records Management System.

### *Dispatch Comparative*

| Garden Grove  | OCFA   |
|---|--|
| 800 MHz Radio System  | 800 MHz Radio System   |
| USA Mobility (Private Paging Company)   | OC 900 MHz Paging  |
| Keystone CAD  | TriTech Inform CAD   |
| MDC Terminals-Broadband   | MDC Terminals – Broadband  |
| Criteria Based Dispatch (CBD)   | Criteria Based Dispatch (CBD)  |
| <b>Working Structure Fire Response</b><br>4 Engines<br>2 Trucks<br>2 Battalion Chiefs<br>1-Medic  | <b>Working Structure Fire Response</b><br>4 Engines<br>2 Truck<br>2 Battalion Chiefs<br>1 Medic<br>1 Division/Duty Chiefs<br>2 Investigators<br>1 Service Support Unit (Bottles and REHAB)<br>1 Safety Officer<br>1 Public Information Officer |
| <b>Structure Fire/High Rise</b><br>4 Engines<br>2 Trucks<br>2 Batt Chiefs<br>1-Medic<br><br>*Some Metro Agencies have a transport component on the response | <b>Structure Fire/High Rise</b><br>6 Engines<br>2 Trucks<br>2 Batt Chiefs<br>1 Medic<br>1 Division/Duty Chief<br>1 Safety Officer<br>1 Service Support Unit (Bottles and REHAB)<br>1 Public Information Officer                                |
| <b>Medical Aid Response</b><br>*Minimum response is Basic Life Support level unit. Additional resources dependent on nature.                                | <b>Medical Aid Response</b><br>1 Engine or Truck<br>1 Medic<br>1 Private Ambulance   |
| <b>Traffic Accident/Person Trapped</b><br>1 Engine<br>1 Truck<br>1 Batt Chief<br>1-Medic<br>1 Private Ambulance   | <b>Traffic Accident/Person Trapped</b><br>1 Engine<br>1 Truck<br>1 Battalion Chief<br>1 Medic<br>1 Private Ambulance   |

## Overview of OCFA

The Orange County Fire Authority is one of the largest regional fire service providers in California. The Authority responded to approximately 142,000 emergency incidents throughout its fire protection area during the 2017 calendar year. The Authority's staffing<sup>2</sup> includes 1,019 firefighters, and 46 fire management personnel, 297 non-safety staff, and 172 reserve positions. The OCFA currently serves 1.8 million residents in an area of 571 square miles. This service area consists of 23 political jurisdictions including the unincorporated county areas and 23-member cities with real property having an assessed valuation more than \$290 billion.

### *Communities Proudly Served:*

|              |                        |                              |
|--------------|------------------------|------------------------------|
| Aliso Viejo  | Lake Forest            | Santa Ana                    |
| Buena Park   | Los Alamitos           | Seal Beach                   |
| Cypress      | Laguna Niguel          | Stanton                      |
| Dana Point   | Mission Viejo          | Tustin                       |
| Irvine       | Placentia              | Villa Park                   |
| La Palma     | Rancho Santa Margarita | Westminster                  |
| Laguna Hills | San Clemente           | Yorba Linda                  |
| Laguna Woods | San Juan Capistrano    | Unincorporated Orange County |

The OCFA operates out of the Regional Fire Operations & Training Center (RFOTC) as its fire department headquarters in the City of Irvine and 72 fire stations in nine battalions, providing fire suppression, emergency medical, rescue, hazardous materials response, and fire prevention services. The department's service area, which is non-contiguous and includes all parts of the county, is organized into seven major geographical divisions. The equipment used by the department has the versatility to respond to both urban and wildland emergency conditions. The OCFA's inventory includes structural engines, brush engines, trucks/quints, paramedic vans, and other specialized equipment, including hazardous materials units, urban search and rescue units, command units, water tenders, crew-carrying vehicles, air utility units, foam tenders, hose tender unit a fuel tender, dozers, and helicopters.

The OCFA has 20 automatic and mutual aid agreements with other fire departments for use and assignment of resources for daily operations and in the event of major emergencies. Under contract to the state, the OCFA protects approximately 175,000 acres of wildland in State and Federal Responsibility Areas located within the county. The OCFA also provides aircraft rescue firefighting services by contract to John Wayne Airport in Irvine.

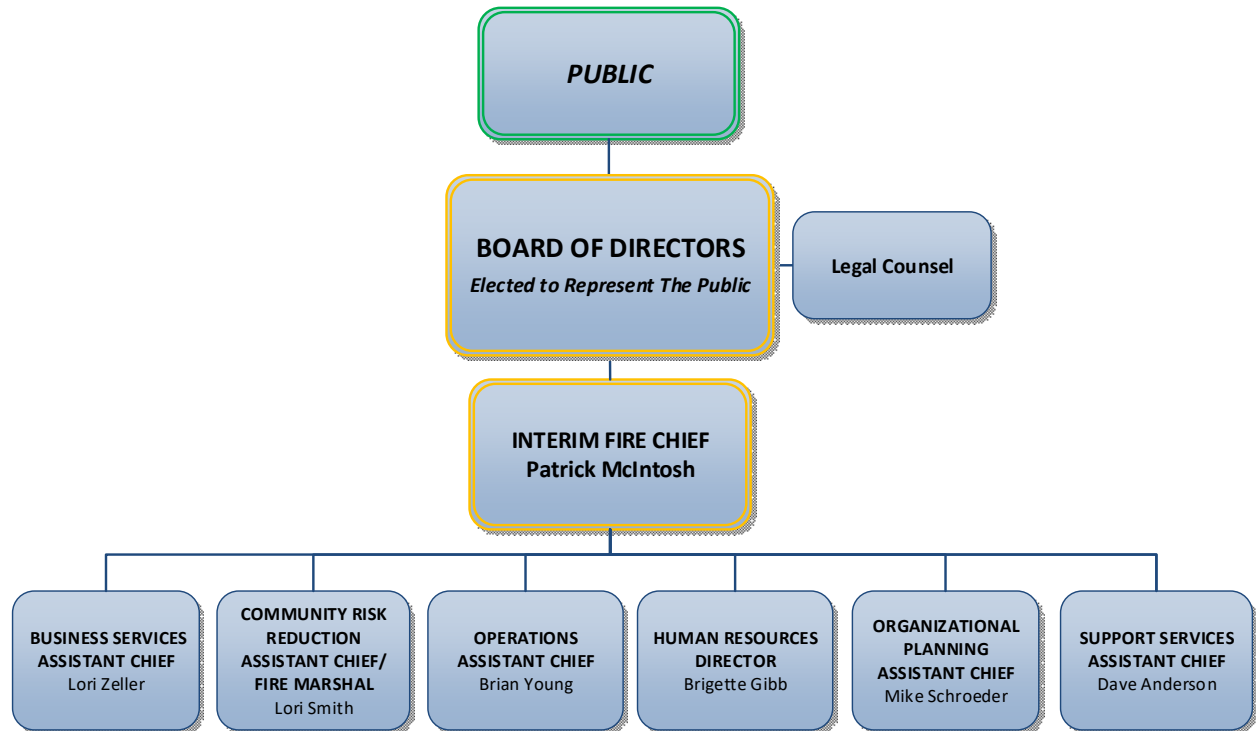
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<sup>2</sup> Authorized positions, not all are filled.

## Organizational Structure

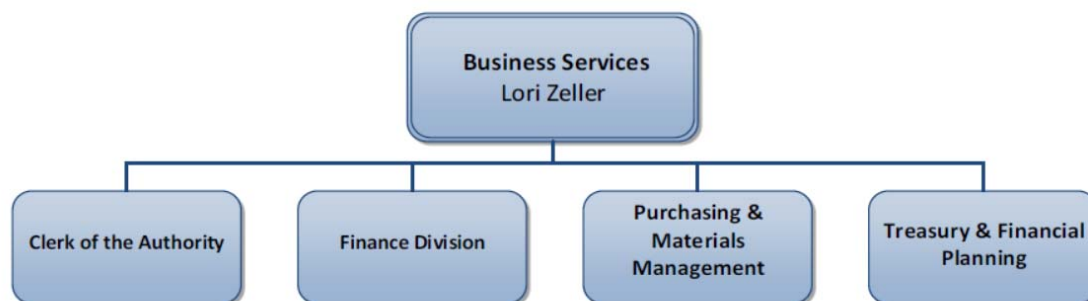
### *Executive Management*

A combination of safety and non-safety managers provide leadership for the OCFA; an appointed Fire Chief, five Assistant Fire Chiefs, and one Director. Service activities are organized into six departments: Business Services, Community Risk Reduction (Fire Prevention), Operations, Human Resources, Organizational Planning, and Support Services.



### ***Business Services***

The Business Services Department, under the direction of an Assistant Chief, manages all financial, purchasing, and Board of Director activities. The department coordinates and prepares all budget, payroll, accounting, and administrative support to the Authority; monitors cash balances, makes investments, coordinates issuance and administration of long and short-term debt; provides warehouse, purchasing, shipping and receiving, and mail operations; and provides oversight of the Clerk of the Authority.



#### ***Clerk of the Authority***

The Clerk of the Authority's Office is responsible for attending and taking minutes of all public meetings of the Board of Directors and its committees, executing orders of the Board as directed, preparing legal notices for publication, distributing copies of Board orders, processing subpoenas, customer feedback, Fair Political Practice Commission (FPPC) filings, and performing records management functions for the Authority.

#### ***Finance***

The Finance Section is responsible for providing financial accounting, reporting, planning, and developing procedures and policies to protect and safeguard the financial and material assets of the Authority. Responsibilities include accounts receivable, accounts payable, and payroll; general accounting of fixed assets, and general ledger; and support budget preparation and monitoring, financial forecasting, and special financial studies.

#### ***Purchasing and Materials Management***

The Purchasing Section processes all purchasing requisitions, develops requests for proposals, manages formal bid processes, and manages surplus property for the Authority. The Materials Management Section (also known as the Service Center) provides shipping, receiving, and warehousing services for the Authority; performs mail processing and delivery services; certifies and maintains apparatus; provides repair and fabrication services on equipment, woodworking, safety garments, and tools; manages the acquisition and distribution of bulk supplies and equipment; and provides logistical support for major emergencies. Based upon the OCFA's strong purchasing practices and policies, the Section has received an award for Achievement of Excellence in Procurement in 2007, 2008, and 2011 through 2017.

### ***Treasury and Financial Planning Services***

The Treasury and Financial Planning Services section is responsible for providing a variety of Treasury and Financial Planning services for the Authority. Treasury services include monitoring cash balances, making investments, issuing and administering long and short-term debt, oversight of the Deferred Compensation program, and accounting support to the Employee Benefits Section. Financial Planning services include preparation of annual budgets, monitoring and reporting of budget variances, financial forecasting, and special financial studies.

### ***Community Risk Reduction (Fire Prevention)***

Community Risk Reduction, under the leadership of an Assistant Chief, contributes to community safety and prosperity through the systematic mitigation of risk. Staff works with the development community and partner agency staff to help build safe communities; with community stakeholders and residents to maintain and enhance safety at the neighborhood level; and with several other agencies and stakeholders to evaluate losses and improve mitigation through engineering, education and enforcement.



### ***Planning and Development***

The Planning and Development Section works with the development community and jurisdiction planning and building staff to ensure new tracts and projects meet state and local fire and life safety requirements. Staff reviews design and construction plans, working closely with architects, engineers, and consultants following the planning process to ensure that the California and International Fire Code requirements are met prior to issuance of grading and/or building permits. They also conduct inspections of all construction projects.

### ***Prevention Field Services***

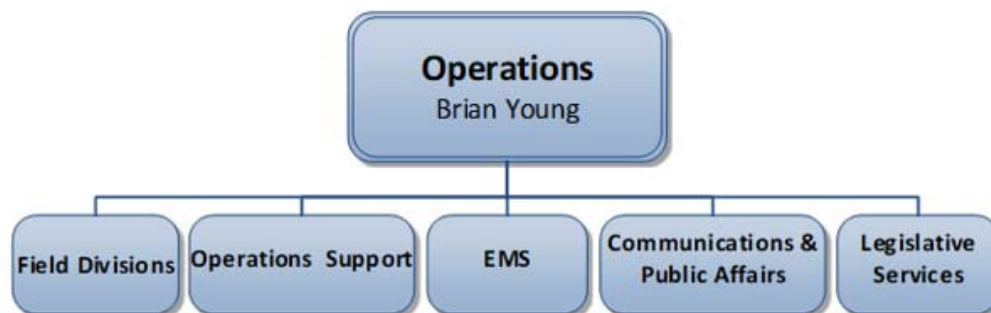
The Prevention Field Services Section assists stakeholders such as businesses, partner agency staff, first responders, environmental regulatory agencies, and the general public in maintaining and enhancing safe communities. Each division office provides a high level of life safety by: (1) ensuring that minimum state and local codes are met, (2) responding in a timely manner to citizen complaints regarding fire hazards, (3) working closely with local civic groups to ensure code compliance with the special events they sponsor, and (4) providing training and assistance with fire prevention issues to Operations Department personnel.

### ***Investigation Services***

The Investigation Services Section's investigators review all fires to determine and document fire cause providing the data necessary for effective decision making. A thorough and accurate investigation provides the foundation for current and future prevention, education, and emergency services. Criminal cases are investigated through law enforcement partnerships, and are followed up by filing with the District Attorney's Office, while juvenile-related fires are handled through the Fire FRIENDS (Fire Regional Intervention Education and Delivery System) Program. Cost recovery is pursued on all applicable incidents.

### ***Operations Department***

The Operations Department, under the command of an Assistant Chief, is responsible for the delivery of fire, hazardous materials, emergency medical, and rescue services and is most recognizable to the citizens protected by the Orange County Fire Authority. The department is composed of seven divisions, each under the command of a Division Chief. The seven divisions are based on geographical areas and are divided into battalions under the command of Battalion Chiefs. Each battalion contains five to ten stations. Stations are staffed with Captains who are responsible for supervising the fire and emergency medical services for that station on a day-to-day basis. Like fire station personnel positions, Battalion Chief positions are staffed on a shift basis (A, B, and C shift) twenty-four hours a day.



### ***Operation's Field Divisions***

The varied nature of emergency response requirements in Orange County dictates that the OCFA's emergency response system be an all risk/multi-function system. OCFA firefighters provide a diverse range of services to Orange County residents, including:

- Structural Firefighting
- Technical Rescue
- Wildland Firefighting
- Public Education
- Urban Search and Rescue
- Hazardous Materials Response
- Aircraft Firefighting at JWA
- Air Operations
- Fire Prevention Inspections
- Emergency Medical Response
- Swift Water Rescue

### ***Fire Suppression***

The Operations Department is responsible for controlling and suppressing all hostile fires in the Authority's jurisdiction. This service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

### ***Emergency Medical Services***

Response to medical emergencies are historically the majority of the responses by Operations personnel. The OCFA provides EMS service the Basic Life Support (BLS) units, ALS from Paramedic Assessment Units and either ALS Paramedic Vans, Engines or Trucks. As with Fire Suppression this service is enhanced by mutual and automatic aid agreements with surrounding jurisdictions.

### ***Fire Prevention Activities***

Operations Department field personnel, located in stations throughout the county, also devote considerable time each day to fire prevention and education activities. To maximize resources, engine, truck, and paramedic companies perform most fire safety inspections of businesses and multi-tenant occupancies. Personnel are trained in fire prevention and controlled-activity permit procedures. In addition, field companies provide safety education and familiarization programs to schools, community groups, and interested citizens as part of the Authority's efforts to prevent fires and the associated injuries and losses.

### ***Hazardous Materials (HazMat) Emergency Response Team***

The HazMat Team responds to hazardous materials spills and leaks, providing expertise in the safe handling, abatement, and documentation of the emergency. The OCFA participated in the inception, and is a member, of the Orange County-City Hazardous Materials Emergency Response Authority, a joint powers response and cost recovery system.

### ***Aircraft Rescue and Firefighting***

The OCFA provides aircraft rescue and firefighting (ARFF) services through a contract with John Wayne Airport. The ARFF crews also provide aircraft refueling safety classes.

### ***Urban Search and Rescue***

The Orange County Fire Authority is capable of providing Urban Search and Rescue (US&R) services, utilizing four US&R truck companies strategically placed within Orange County. One of these truck companies is within close proximity to the City of Garden Grove in Buena Park. In addition, OCFA and the Federal Emergency Management Agency (FEMA) jointly sponsor one of the twenty-eight national Urban Search and Rescue Teams. California Task Force Five (CATF-5) based in Orange County, has an extensive array of equipment and provides advanced search and rescue services to communities in need. CATF-5 is available to respond to local, state, and national emergencies within six hours of notification.

### ***Legislative Services Section***

The Legislative Services Section monitors legislation and regulations and advocates the Authority's position before federal, state, and local governing and regulatory agencies. The OCFA takes an active role in state and federal legislation and regularly interacts with



statewide groups such as the League of Cities, California State Association of Counties and California Fire Chiefs Association. Most recently OCFA has communicated directly to state legislators on the potential impacts of State Budget cuts or borrowing from local governments. In addition, the Legislative Services Section assists on fire service grant requests and works with our Orange County Congressional Delegation to seek support and funding for fire agency specific projects. As a stakeholder in Orange County, the OCFA has a strong understanding of the political issues affecting not only the OCFA, but all our partner cities. Efforts at the local, state, and federal level are often on issues that affect our cities, as well as the fire service.

### ***Operations Department Support Sections - Division 10***

#### ***Air Operations Section***

The Air Operations Section is responsible for coordination of the Authority's helicopter program. The Authority currently maintains firefighting helicopters at Fullerton Airport, which are used for emergency responses throughout the year for wildland and wildland-urban interface fires, swift water and still water rescues, medical rescue support, and disaster mitigation.

#### ***Emergency Planning and Coordination***

The Emergency Planning and Coordination (EPAC) Section coordinates the Authority's emergency planning with federal, state, and local jurisdictions and agencies, manages the Department's Operations Center (DOC) during major emergencies, and serves as the Authority's liaison to any agency requiring information regarding emergency response or planning. The EPAC Battalion Chief represents the Authority on working task forces, such as the state and federal Terrorism Task Force, Nuclear Power Authority, and Marine Disaster. This section also maintains and updates all city and county emergency plans, the multi-agency Mutual Aid Plan, Office of Emergency Services (OES) Mutual Aid Plan, Supplement Response Guidebook, and the Orange County Fire Chief Association's Mutual Aid Operational Area Plan.

#### ***Pre-Fire Management***

OCFA's Wildland Pre-Fire Management Section (PFM) provides for wildfire prevention in Orange County's State Responsibility Areas (SRA) as well as the wildland urban interface (WUI) areas of incorporated cities and unincorporated areas of the County. PFM is funded thorough both the State (CAL FIRE) and local funding and is overseen by the PFM Battalion Chief. The overall goal of the PFM team is to ensure operational success through the efforts of three programs, including Wildland Resource Planning, Community Risk Mitigation, Santiago Handcrew, and Heavy Fire Equipment, whose activities include wildfire prevention, suppression, and restoration.

- ***Wildland Resource Planning*** OCFA's Wildland Resource Planner is responsible for overseeing OCFA's remote automated weather stations (RAWS), live fuel moisture monitoring, fuel reduction projects, fire roads and fuel break maintenance, and is the on-scene CAL FIRE agent at SRA-related incidents for Orange County. Additionally, this position works collaboratively with other key stakeholders (i.e. land



owners/managers, government agencies, utilities, etc.) on prevention, suppression and restoration related issues and projects. OCFA's Fire Behavior Decision Support Team also works with the Wildland Resource Planner.

- [Community Wildfire Mitigation \(CWM\)](#) Under the leadership of an Assistant Fire Marshal, this section has three Fire Prevention Specialists, who are responsible for fuel modification plan reviews and compliance, annual defensible space inspections, post-event damage inspections, mapping and reporting, vegetation-related complaint follow-up, and wildfire community outreach. Additionally, this section regularly collaborates with other city, county, state, and federal agencies, as well as with Home Owner's Associations, property owners and local Fire Safe Councils.
- [Santiago Handcrew](#) The Santiago Handcrew is a 22-member Type I Fire Crew. The Crew is utilized for fire suppression activities, as well as prevention efforts, such as fuels removal and fire road maintenance. It is also utilized for weather related events, such as sand-bagging and tree removal during winter rains.
- [Heavy Fire Equipment](#) When not deployed on wildland incidents, the Heavy Fire Equipment Section completes prevention activities such as fire road maintenance and fuels reduction work in OCFA service areas. The equipment is also utilized to perform overhaul activities on structural fires, sand-bagging, and mud and debris removal during winter rains.

### ***Communications and Public Affairs (CAPA)***

Communications and Public Affairs is comprised of the Public Information Office and is responsible for providing both internal and external communications; keeping members of the OCFA, and the public apprised of current events and issues regarding the OCFA using various media. The CAPA Battalion Chief ensures the city representative to the OCFA Board of Directors and appropriate agency staff are immediately notified of all significant incidents within the agency's jurisdiction. Notifications are customized for each agency to ensure the needs of our partners are met. Other responsibilities in support of the Fire Chief and executive management team include customer service follow-up, special studies as required by the Fire Chief, and liaison to various constituencies including OCFA member cities.

### ***Community Volunteer Services***

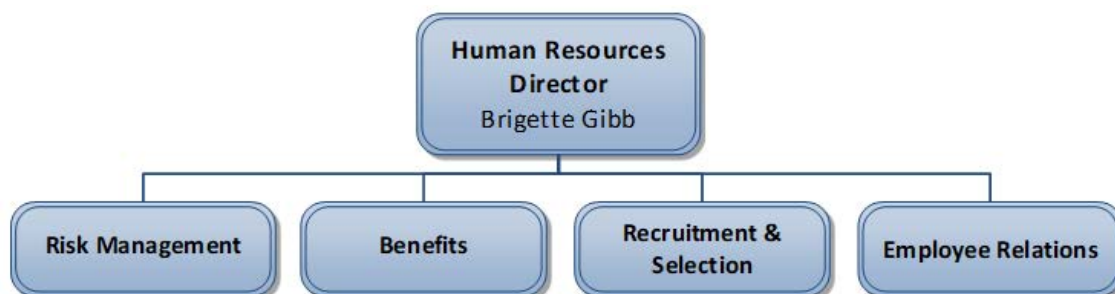
The Community Volunteer Services, managed from Battalion 3, coordinates all volunteer programs within the OCFA. This includes the Reserve Firefighter Program, the Fire Exploring Program, and the Fire Chaplain Program. The Fire Exploring Program, in conjunction with Boy Scouts of America and Learning for Life, provides opportunities for youth between the ages of 14 and 21 to develop leadership, management, and accountability skills at an early age.

There are seven dedicated Nurse Educators (RN's) for field training, review and certification in addition to the Paramedic Coordinator (RN), and Firefighter/Paramedic field support liaison who report to the EMS Battalion Chief. OCFA employs a medical director for oversight of quality control of pre-hospital care. Physician Claus Hecht is actively involved with OCEMSA and participates in numerous local, state, and federal EMS

and Urban Search and Rescue (US&R) task forces and decision-making commissions. Our EMS Section is dedicated to quality control, training, and tracking the latest emergency medical trends and health care to best serve the citizens in our communities.

### ***Human Resources***

Human Resources is managed by the Human Resources Director, and administers benefits, employee/labor relations, recruitment and selection, and the risk management program.



#### ***Risk Management***

The Risk Management Section administers the general liability and worker's compensation insurance programs, the safety and occupational health programs and the Wellness and Fitness program (WEFIT). The section secures insurance coverage for the Authority's insurance needs, responds to general liability losses and claims, designs and implements safety compliance programs, conducts health/safety and ergonomic assessments and is responsible for maintaining CalOSHA and NFPA health and Safety records. Risk Management also manages the WEFIT Program. The WEFIT Program Coordinator is responsible for administering the WEFIT exam process, fitness facilities, and maintaining the Peer Fitness Trainer program for the career firefighter work force. This program, which is a joint Labor-Management initiative, emphasizes the prevention of injuries to the employee, and historically, the WEFIT program has decreased the costs associated with lost work days, Workers Compensation, and reduced the potential for re-injury.

#### ***Benefits***

This section is responsible for the administration of a variety of benefit programs including CalPERS Medical Plans (for non-Firefighter Unit employees), Employee Assistance Program, Retiree Medical Program, and Dependent Care Assistance Program. The Benefits Section is also responsible for the administration of the dental, vision and life insurance programs for non-Firefighter Unit employees, and serves as a liaison to the Orange County Employees Retirement system (OCERS). The Benefits Section is responsible for transmitting the Authority's contribution to the Orange County Professional Firefighters Association Medical Benefit Trust Fund, which is administered by the Association, and coordinates these benefits with Section 125 Premium-Only Plan program.

### ***Recruitment and Selection***

In compliance with State and Federal laws and statutes, Recruitment and Selection is responsible for recruiting and selecting the most qualified candidates, promoting qualified employees, and upholding the OCFA's merit system selection rules and appeals procedure.

### ***Employee Relations***

Employee Relations consists of classification and compensation, employee and labor relations, including labor negotiations, and the Professional Standards Unit, which strives to ensure ethical, effective, and efficient conduct through developing and communicating conduct related policies, receiving, investigating, and tracking complaints of misconduct, and providing performance management training.

### ***Organizational Planning***

Organizational Planning is comprised of four sections – Training and Safety, Organizational Development & Training, Strategic Services Section, and Training Human Resources. Training and Safety provides organization-wide training activities for emergency response personnel. Organizational Development & Training oversees performance improvement, organizational development, workforce/employee development, and succession planning. Strategic Service is responsible for strategic planning, capital improvement planning, facilities planning, and resource planning. Training Human Resources coordinates promotional examinations and assists the Human Resource Department with Firefighter, Fire Apparatus, Fire Captain and, Battalion Chief recruitments.



### ***Training and Safety Section***

This section delivers and facilitates all organization-wide training activities for emergency response personnel. This includes research, development, and implementation of a variety of training courses to meet local needs as well as state and federal mandates, such as basic firefighter, driver/operator, handcrew, and officer academies for career and reserve firefighters. This section also serves in a lead capacity on issues of employee and incident safety, with training officers also serving as safety officers on major incidents.

### ***Organizational Development and Training Section***

Organizational Development and Training oversees the design, development and implementation of leadership development and succession planning effort for the OCFA.

## Garden Grove Proposal for Emergency Services

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Leadership development focuses on developing and expanding leadership skills in order to prepare our personnel for current and future leadership roles. Leadership skills include communication, emotional intelligence, dealing with conflict, and many other skills. Succession planning works to evaluate our current internal talent in order to identify areas where we can better prepare internal candidates, as well as to help inform other training and development needs for the Authority.

### ***Strategic Services***

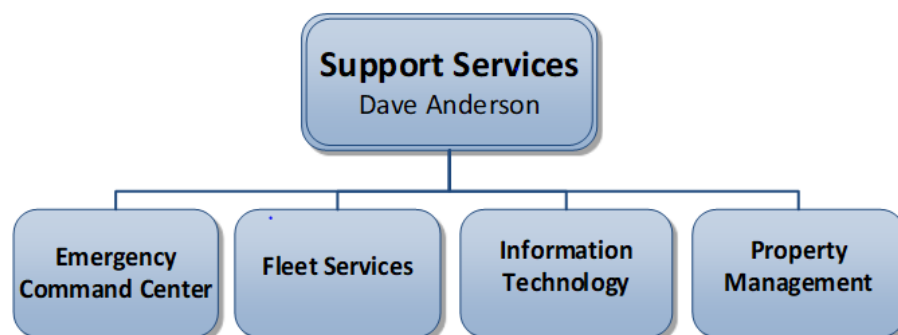
The Strategic Services Section, in conjunction with city/county and Local Agency Formation Commission (LAFCO) planning staff, reviews and responds to major development proposals for public safety and fire protection impacts. Other responsibilities include analyzing and monitoring impacts of development projects, annexations, and incorporations of fire resources, and initiating agreements with developers for acquisition, design, construction, and dedication of fire facilities and equipment. This section also coordinates all California Environmental Quality Act (CEQA) related reviews and processes of the agencies. Also included are all activities associated with analysis of demographic shifts on service delivery, Authority performance standards, management of the OCFA Strategic Plan, and proposal coordination for new partner cities.

### ***Training Human Resources***

Training Human Resources Section coordinates the preparation classes with Operations Training and Safety for operations personnel and coordinates all promotional examinations for Fire Apparatus Engineer, Fire Captain, and Battalion Chief with Human Resources. The section head acts as the Operations subject matter expert for the Professional Standards Unit. This section also assists the Human Resources with firefighter recruitments.

### ***Support Services Department***

The Support Services Department is managed by an Assistant Chief and provides support to all departments of the Authority. Department responsibilities include receipt and dispatch of emergency calls; coordinating all facility maintenance, repairs, and construction; automotive and fleet maintenance, repairs, and acquisition; development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems.



### ***Emergency Communications Center (ECC)***

The Emergency Communications Center is responsible for receipt and dispatch of emergency calls. The dispatcher answering the initial call determines the type of call, jurisdiction, and closest unit, and dispatches units via computer-aided-dispatch (CAD). In the event of a medical emergency, a dispatcher remains on the phone and utilizes OCFA's Emergency Medical Dispatch (EMD) procedures to render life-saving instructions while apparatus are responding.

### ***Fleet Services***

The Automotive Section manages a fleet of more than 587 vehicles and fire apparatus; performs preventive maintenance, major and minor repairs, and renovations on the Authority's apparatus and vehicles; tests and certifies specialty equipment; designs and develops specifications; and oversees acquisition and manufacturing quality assurance of all vehicles and apparatus.

### ***Information Technology***

The Information Technology (IT) Section is responsible for the development, operation, maintenance, and security of the Authority's computers, networks, information systems, and communication systems. Responsibilities include strategic planning and forecasting of technology needs; development and monitoring of technology standards and guidelines; systems analysis, design, and implementation; software and hardware evaluation; selection and deployment of all IT related purchases, upgrades, and replacements; and maintenance of a centralized enterprise Geographic Information System (GIS).

OCFA's IT Section has been designated the lead agency by the Orange County Fire Chiefs Association to oversee and implement several grant-funded initiatives to improve Fire Service through Technology and Interoperability. Countywide technology projects lead by OCFA have included CAD-to-CAD Interoperability, Wireless Mobile Data Network, Countywide GIS Repository & Mapping Standards, and an Automatic Vehicle Location program.

### ***Property Management***

The Property Management Section manages the needs assessment, design, engineering, and construction of new facilities; structural and cosmetic remodeling of existing facilities; and other extensive upgrades through a comprehensive Capital Improvement Program.

This section coordinates all requests for repairs to facilities and oversees scheduled maintenance for over half million square feet of facilities space owned or operated by the OCFA. These activities are accomplished primarily through contracted vendors and technicians. Service areas include fuel and power sources, heating and ventilation systems, air quality such as diesel exhaust systems, landscape and irrigation, utilities, and systems required to ensure that facilities are ready, safe, and habitable. In addition, this section also services building systems, including repair and replacement of furnishings, fixtures and household equipment.

The Property Management Section oversees the acquisition of land and facilities for use by the OCFA through a variety of service agreements. The section also provides space planning and needs assessment studies for all space requests. Staff also coordinates relocations of safety and non-safety personnel.

## Resource and Strategic Decisions

### ***Resource Decisions***

Fire department resources are controlled by a fire agency for City coverage and emergency situations through three methods: direct control, automatic aid, and mutual aid. OCFA would utilize direct control of regional resources on a day-to-day basis to ensure that emergency units will be available in Garden Grove. Some jurisdictions may feel that mutual aid and automatic aid are substitutes for a regional approach, this is a common misconception.

Mutual aid and automatic aid agreements cannot substitute for direct control of the request for resources. Mutual aid and automatic aid, although beneficial for major emergencies, relies on another agency's resources. If those resources are not available, response may be delayed or not forthcoming. OCFA's regional approach will ensure that the OCFA's great depth of resources will be available when Garden Grove needs them.

OCFA provides a depth of resources which allows for an aggressive move-up and cover program. This allows for rapid coverage of Garden Grove, if resources are committed to incidents in the City. Automatic Vehicle Location (AVL) enables OCFA to utilize the closest resources, including automatic aid for rapid response to emergencies. OCFA continues to implement modern technology such as a resource status system called MUM, or Move-Up Module, which tracks incidents and commitment of resources and recommends coverage; and the new Public Safety Project which will be a multifunctional state of the art GIS/AVL based dispatch system, a records management system, and an integrated Fire Prevention and Inspection system. These new technological improvements will supplement our existing multi-agency 800Mhz radio system and inter-agency dispatch link.



### ***Local Control and the OCFA Liaison***

While the City will have a representative on the Board of Directors, OCFA recognizes that an ongoing liaison between the City and its' fire department is essential. The OCFA assigns a Division Chief and a Battalion Chief to maintain day-to-day working relationships with the City Manager, and through him/her, the City Council. If the City of Garden Grove is to transition to the Authority, the battalion will be part of OCFA Division One and the Division One headquarters will be provided from its current location. The battalion headquarters will be at the current Garden Grove Station 1.

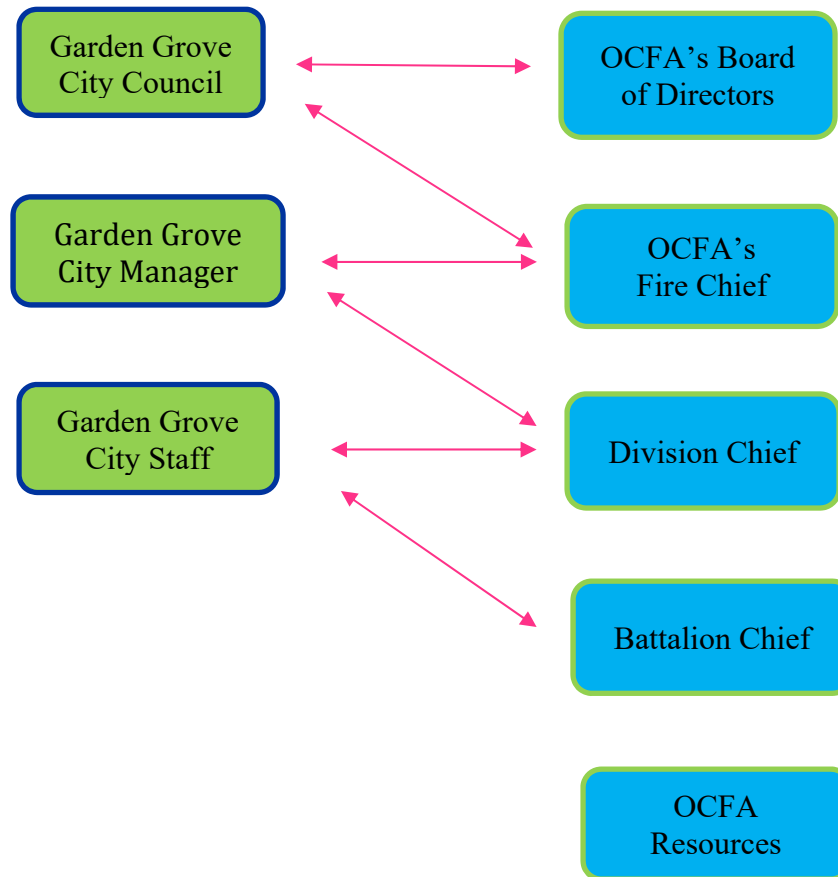
The Division Chief is responsible for representation at meetings called by the City Manager, City Council meetings, and other city staff meetings where fire department input is needed. The Division Chief or Battalion Chief represents the fire department at community events, meetings, or other functions upon request of the City Manager or designated city staff.

The Communications and Public Affairs (CAPA) Battalion Chief ensures the OCFA Board Director and appropriate city staff are immediately notified of all significant incidents within the city. Notifications are customized for each city to ensure the needs of our partners are met. Local control is maintained as OCFA, through the CAPA Chief, will work collaboratively with city staff in developing strategic communications plans regarding issues and incidents affecting the OCFA and our partner cities. The Public Information Officer (PIO) will be on-scene of significant incidents to handle media relations to ensure strategic communication plans are implemented and timely and accurate information is disseminated.

Understanding that the City and the Orange County Fire Authority would be responsible to the citizens for fire protection and emergency services, both parties will discuss changes to fees, staffing, and permanent placement of equipment and companies prior to implementation; however, the final decision-making authority lies with the OCFA for staffing and equipment. As changes in the staffing and placement of equipment in adjacent communities serviced by the OCFA could affect service to the City, the OCFA will advise the City prior to implementation if such changes should occur.

Both parties will also discuss changes in fire codes and ordinances relating to the Authority's prevention operations; final fire code adoption decision-making authority is with the City of Garden Grove.

### *City of Garden Grove Access to OCFA Resources*



## Apparatus

In order for the Orange County Fire Authority to provide fire and emergency medical service protection to the City of Garden Grove, the following apparatus will transition to the OCFA:

- (6) Type I Engines (555, 820, 821, 822, 958, 959)
- (1) Battalion Chief vehicle (113)
- (1) Battalion Utility (139)
- (1) Truck Company (625)
- (1) Air Light Unit (59534)

The City will lease to the OCFA, at no cost, all current fire department vehicles and apparatus necessary to maintain service within the City of Garden Grove, as outlined above. The apparatus will be incorporated into the Authority's vehicle rotation and replacement plans and preventative maintenance program. Currently, an engine is expected to obtain approximately 120,000 miles during a life span of approximately fifteen (15) years.



Throughout the engine or truck's service life, it will be rotated between busy and slow stations to allow the maximum life expectancy to be reached. The replacement cost of each vehicle is based on the anticipated price in the year of purchase divided by the years of expected service.

Each of OCFA's fleet of more than 587 vehicles is scheduled for preventative maintenance, based on mileage and use to ensure safety and response capability. The Automotive Section tracks each vehicle's mileage, use, performance, and repairs. If a trend develops, due to increased vehicle failure or need for repair, maintenance schedules are adjusted as necessary to correct any problems or potential problems. If any apparatus develops ongoing issues, the vehicle's use and life span are re-evaluated and adjusted accordingly.

The routine fleet maintenance of Fire Authority vehicles is normally performed at our RFOTC facility in Irvine, and relief equipment is placed in service while the unit is out for maintenance. All Garden Grove units have been reviewed and evaluated by our Fleet Services Section.

Equipment currently assigned to the Fire Department and not requested by OCFA will return to the City, or, the City may choose to have OCFA sell the equipment on Public Auction with the monies gained from the sale applied to the contract.

## Facilities

OCFA Property Management completed a cursory review of the seven Garden Grove Fire Stations to evaluate the overall condition. Supporting Garden Grove documents were provided by the City. The inspection included the following areas:

- Electrical
- Plumbing
- HVAC
- Emergency Generators
- Roof
- Apparatus Bay Doors
- Diesel Exhaust Collection
- Underground Storage Tanks
- Dorm, Bath, and Storage Configuration

The inspection revealed all stations to be in serviceable condition, with no major deficiencies apparent with the exception of one identified roof. Each of the facilities could benefit from additional upgrades to meet OCFA station standards. These upgrades require discussion on items listed in the Facilities Issues list on page 44. The facility issues will require separate discussion for action items and are not included in the start-up cost options.

OCFA will require the City of Garden Grove to provide inspection certification of asbestos mitigation or a management plan for each facility prior to transition at its cost. All current permits and certifications for generators, elevators, fuel station, underground tanks, and any other machinery requiring permits or certification will be required to be provided to OCFA for transfer of the facilities responsibility. The City will ensure all permits/certifications are current at time of transition. OCFA will continue compliance and permit renewals.

### ***OCFA Leasing of Facilities***

The City of Garden Grove will lease the Fire Stations to the Orange County Fire Authority for the nominal fee of \$1.00 per year for each station. OCFA will use the premises for public safety purposes. The City shall be responsible for insurance protection of improvements against fire and other risks. OCFA will provide normal, daily operations, and maintenance for the leased facilities consistent with established OCFA standards. OCFA will be responsible for all utilities, including gas, electricity, water, and trash removal except those facilities shared by other entities.

Normal daily operations and maintenance services include janitorial supplies, cleaning, maintenance of interior and exterior surfaces; service and repair of plumbing and electrical systems; trash pickup; and other minor repairs. Repairs of major items—such as air conditioning, apparatus doors, heating systems, and exterior coverings—are covered by participation in the station maintenance plan. Alterations and improvements in excess of \$15,000 will be the responsibility of the City of Garden Grove and would be submitted to the City by the Division Chief for consideration. It is assumed that all stations will be in operational order at time of transition and that the identified repairs at all stations will be complete or a plan to correct any issues will be agreed upon.

The City shall be responsible for all maintenance, repair, and alterations considered a capital improvement (Capital improvements are any single project that exceeds a cost of \$15,000.). Capital projects may include seismic repair, major remodel, renovation/relocation of stations and new fire station construction including structural upgrade required by law.

### ***Hazard Issues***

The City will maintain all responsibility for current fuel storage tanks, associated above and underground piping, and any other previously existing hazards including asbestos, asbestos containing materials and mitigation. Associated costs will be the responsibility of the City of Garden Grove and will be addressed expeditiously at the earliest convenience of both the City of Garden Grove and OCFA. A list of additional facilities issues for discussion is located on page 44.

## Personnel

If the City of Garden Grove decides to contract with the Orange County Fire Authority for emergency services, the OCFA is committed to making the transition of the Garden Grove Fire Department's operations and personnel to the OCFA as smooth as possible. The positions filled are those created by the contract between the City of Garden Grove and the OCFA; therefore, the considerations rendered regarding personnel are based on any new positions added to the OCFA by this contract.

The OCFA will hire all sworn safety personnel that are current Garden Grove Fire Department employees based on their rank held on 10/17/2017, subject to the conditions noted in this section and the following:

All current sworn employees (84) will be offered positions with the Orange County Fire Authority. The Garden Grove Fire Department non-sworn employees may be offered positions based on funded positions vacant within the Orange County Fire Authority.

Sworn positions by rank needed for contract:

- 3 Battalion Chiefs
- 20 Fire Captains (two staff positions)
- 18 Fire Apparatus Engineers
- 36 Firefighter/Firefighter-Paramedics

The policy of the OCFA is that only positions of rank (Battalion Chief, Captain, Engineer) created by the addition of a new contract are available to the new transitioning personnel. Historically, if the transitioning city has more positions of rank than created by the new contract, those individuals in excess may be demoted in rank. The City will determine which individuals will fill the positions of rank, prior to the transition.

### ***Compensation***

The OCFA Human Resources Section will prepare calculations to match the Garden Grove employees' net salary with the closest comparable base pay on OCFA's salary schedule for the rank in which the employee will transition. If the employee's base salary falls between two steps, the employee will receive the higher step. Non-safety compensation is based on the position they are offered. The safety employees will receive retirement and medical benefits as outlined in the current OCFA Firefighter MOU.<sup>3</sup> OCFA is open to negotiations with the City of Garden Grove to help transitioning employees receive a total compensation package that is as close as possible to their current salary, benefits, and retirement.

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<sup>3</sup> Non-safety employee(s) will follow the OCEA General/Supervisory Unit MOU for new hires, serving a probationary period

### ***Seniority***

Within the limits of the number of safety (sworn suppression) employees required by the service option, continuous employment as a full-time firefighter with Garden Grove shall be considered the same as continuous employment with the OCFA for transitioning safety employees only for the purposes of:

- Layoff seniority
- Bid assignment seniority preference
- Promotional opportunities
- Accrual of vacation and sick leave

Transitioning employee seniority list will be provided by the City of Garden Grove to the OCFA at time of transition.

### ***Probation***

Current regular sworn safety Garden Grove Fire Department employees hired by the OCFA will be considered to have passed their probation period with the Fire Authority, except for the following:

- Any employee who has not completed probation with the City of Garden Grove;
- Any employee who has been suspended within the last year;
- Any employee who has disciplinary action pending or is under investigation for possible disciplinary action at the time of transition, and disciplinary action has been sustained.

If an employee meets any of the above exceptions, the employee may serve a new probation period of twelve months. Civilian non-sworn employees serve a probationary period as per the Orange County Employee's Association Memorandum of Understanding for general and supervisory management.

### ***Medical/Physicals/Fingerprint/DMV***

All Garden Grove Fire Department employees offered employment with the OCFA would be required to pass a pre-employment medical/physical examination, Livescan, and California Department of Motor Vehicles (DMV) check. If a Garden Grove Fire Department employee fails to meet the medical requirements or the OCFA determines their fingerprint records or DMV record eliminates them from consideration, the City of Garden Grove will be responsible for the employee. The City may provide the DMV check or may require the employees to provide the DMV check to OCFA.

### ***Sick Bank***

OCFA does not provide any sick leave balance for the transitioning employees. All sick leave accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA suggests a sick leave bank for the City of Garden Grove employees of five shifts (120 hours). If the City of Garden Grove establishes a sick leave bank for the use of transitioning employees whose accrual with the

Authority is insufficient to cover an absence due to a non-occupational illness or injury, the Authority will continue to pay the employee to the extent the employee has time available from such City-maintained sick leave bank provided the City of Garden Grove reimburses the Authority for all salary and benefit costs related to such a paid absence, subject to final contract negotiations.

### ***Vacation Accrual***

OCFA does not provide any vacation leave balance for the transitioning employees. All vacation accrued by transitioning employees during their employment with the City of Garden Grove shall be the responsibility of the City of Garden Grove. OCFA is agreeable to establishing a vacation leave bank for the use of transitioning employees provided the City of Garden Grove funds this bank. The City will reimburse the Fire Authority for all salary and benefit costs related to such a paid time subject to final contract negotiations.

## **Transition**

As stated earlier in this document the purpose of the transition tasks is to complete transition in a methodical, time efficient approach that is seamless without interruption or incident.

Prior to providing emergency services to the City of Garden Grove the OCFA has several tasks that are required for an initial transition. Regardless of the size of the contracting city the tasks are essentially the same; however, the time to complete the tasks are based on the complexity of the department and the geographical size of the city. Some tasks are crucial prior to servicing the city's fire service needs, while other non-essential tasks can be completed weeks or months after the initial transition. Tasks necessary for a transition are separated into three categories:

- Priority Tasks
- Essential Tasks
- Non-Essential Tasks

### ***Priority Tasks***

There are three priority tasks paramount to beginning service to a contract city and although there may be the ability to condense the timeframes for some of these tasks each must be completed. It should be recognized that there may be alternatives to a priority task that could accelerate the initial transition. The first priority task is to complete negotiations and sign a contract for emergency services. Until this is completed, the OCFA cannot begin the other two.

### ***Employee Transition***

The second priority task is associated with the transfer of personnel. After a contract is signed OCFA Human Resources will begin the necessary transition processing for Garden Grove Fire personnel. The process will begin with presenting job offers to the current Garden Grove employees; once accepted by the employees they will begin medical

evaluations. OCFA's Human Resource Department routinely processes new employees through University of California, Irvine Medical Center (UCI) and completes between ten (10) to eleven (11) medical exams a day; however, at that rate it could take almost one month to provide Garden Grove Fire personnel with a medical evaluation. Once the employee completes their medical evaluation it may take a week or two for OCFA to be provided the results. As this priority task is the most time consuming of the tasks OCFA's HR Department has been working with UCI to increase the rate of medical evaluations to reduce these timeframes.

### ***Dispatch Transition***

Another priority task for transition is the ability for the Orange County Fire Authority to dispatch Garden Grove resources. Unlike many tasks necessary for a complete transition an error or mistake in dispatching could result in extended response times; which could have grave consequences. Therefore, the tasks associated with transition of information between Metro Net and the OCFA Dispatch center require deliberate and accurate transfer of information.

### ***Essential Tasks***

There are several essential tasks that are necessary prior to OCFA providing emergency service within the City of Garden Grove. Although an essential task is important it can be accomplished with minimal effort and normally within a couple of days. Failure to complete an essential task may not affect OCFA's ability to provide service but could place an unnecessary liability on either the City of Garden Grove or the OCFA; therefore, essential tasks should be completed prior to providing service.

An example of an essential task is the DMV transfer of the emergency vehicles. Without a transfer of ownership OCFA's insurance is unable to cover the vehicles exposing the City of Garden Grove to an unnecessary liability.

### ***Non-Essential Tasks***

Non-essential tasks are those tasks that can be completed after OCFA begins providing emergency service. Some non-essential tasks will need to be completed within the first (30) thirty days, while others may not be complete until several months later. Where it might be important to some that all Garden Grove personnel be dressed in OCFA uniforms the first day of the contract, having all personnel in OCFA uniforms is not essential to providing a quality service to the City of Garden Grove.

## **Start-Up Costs**

The table is a list of one-time only basic expenses necessary for implementation of services (start-up costs) and will be the responsibility of the City of Garden Grove. OCFA is willing to discuss amortizing the start-up costs over multiple years rather than incurring a large cash outlay in a single budget year.

| <b>Based on 84 Sworn Personnel</b>       |  |  |
|--|--|--|
| <b>Service Center<br/>\$309,661</b>      | Helmet Shields<br>Station Equipment<br>Brush Helmets<br>Wildland Personal Protective Equipment<br>Fire Shelters<br>Wildland T-shirts           | Goggles<br>Rain Gear<br>Apparatus Complement<br>Uniforms<br>Dress Uniforms<br>Apparatus Decaling                           |
| <b>Personnel Costs<br/>\$152,650</b>     | Physicals<br>Insurance (Risk Management)<br>Livescan   |  |
| <b>Fleet Services<br/>\$20,800</b>       | Apparatus Repairs  |  |
| <b>Comm/IT<br/>\$293,146</b>             | Station Alarms<br>Station Phones (Office & Fax)<br>Tablets for Engines/Trucks<br>Radios (Station & Mobile)<br>Pagers<br>OCFA Computer Programs | Station Network<br>Station Computers<br>Printers/Copiers<br>Radio Pacset<br>Mobile Data Computers<br>Vehicle Tech Upgrades |
| <b>Facilities<br/>\$156,500</b>          | Gear Grids<br>Air Compressors<br>New Refrigerators   | Station Locks<br>Safety on Gates<br>New mattresses   |
| <b>EMS<br/>\$203,468</b>                 | Nurse Education Equipment  | Standardize Equipment  |
| <b>Total Start-Up Costs: \$1,136,225</b> |  |  |

### ***Service Center***

#### ***Safety Equipment***

Charges include the cost of basic safety equipment and protective clothing for wildland and structural emergency incidents. Garden Grove's safety equipment standards are similar to



those of the OCFA and the majority of the equipment meets and/or exceeds OCFA requirements; therefore, the only items that will require purchase are items that are not currently issued by the Garden Grove Fire Department or identification changes to safety equipment.

### ***Apparatus Complement***

Standardization of equipment is essential for large departments as every employee must know the type of equipment that is on every apparatus and its location; therefore, some equipment will need to be purchased.

### ***Uniforms***

Charges are for uniforms for the fire department sworn personnel.

### ***Personnel***

#### ***Hiring***

Personnel costs reflect charges incurred during the hiring process for physicals and livescans.

### ***Fleet Services***

As the current vehicles owned and operated by the Garden Grove Fire Department are mechanically sound the start-up costs are minimal and will be expended for minor repairs of the engines.

### ***Communication Services/Information Technology***

Computer charges are for adapting the stations to OCFA's Computer Aided Dispatch (CAD), software and hardware to allow access to the OCFA Fire Incident Reporting system, and modifications to the main OCFA computer room to support the additional systems. The charges for computers can be placed in two categories, computer room equipment and station equipment. The computer room equipment is located at the Orange County Fire Authority's Emergency Communication Center and is necessary for dispatching emergency response units within the City of Garden Grove.

Adaptability to the network, standardization of radio and telephone systems are also included in the start-up costs. The cost range provided is as a result of possible compatibility and integration issues. OCFA shall attempt to use existing equipment and integrate where practical.

### ***Facilities***

The cost to correct current station issues and standardize each of the stations is divided into three main categories:

- Start-up Costs - \$156,500
- Capital Improvements - \$357,000
- Yearly Maintenance - \$105,000 (repair current issues)



## Garden Grove Proposal for Emergency Services

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### ***Start-up Costs***

The facility “Start-up Costs” are required to standardize each of the stations to OCFA standards. The standardization reduces maintenance costs and provides consistency among all the OCFA Fire Stations. Some of the start-up costs include items such gear grids for storing firefighter turnouts where air is allowed to circulate around the turnouts. Safety items on gates such as “miller edge” and exit loops. In addition, each Fire Station will have a compressor with adequate pressure to maintain the fire engines and fire trucks.

### ***Capital Improvements***

All capital improvement costs are the responsibility of the City of Garden Grove. More than half of the estimated capital improvement costs (\$357,000) are the repair of cracks/damage and slurry seal parking lots of Stations 1-5. The balance of the estimated capital improvement costs is for a new roof for Station 2, re-piping of Station 1 and repair of existing maintenance issues. The capital improvements can be completed over a period agreed upon by both parties.

- |  |           |
|--|-----------|
| • Repair Asphalt                                     | \$215,000 |
| • Reroof Station 2                                   | \$65,000  |
| • Tankless Water Heaters for Station 1               | \$15,000  |
| • Exterior Painting and Termite Repair               | \$32,000  |
| • Preventative Maintenance/Recoat Station 5 Roof     | \$20,000  |
| • Repair Structural Damage at App Bay Door Station 7 | \$10,000  |

### ***Yearly Maintenance***

The OCFA will utilize the yearly facility maintenance charge of \$105,000; which is part of the contract costs to:

- Paint Exterior Trim where cost is under \$15,000
- Replace floor covering
- Replace shower door where identified
- Paint interior and repair ceiling “T-Bar” panels
- Replace interior window coverings at all Stations
  - Except Station 6
- Compressor at Station 5
- Interior and exterior locks at Station 7

If the above listed yearly maintenance exceeds the \$105,000 yearly maintenance fund the repairs may be completed the following year when additional funds become available.

## **Adoption of Codes and Ordinances**

Upon the City of Garden Grove entering into a contract with the Orange County Fire Authority, the City would agree to:

- Consider adoption of OCFA amendments to the 2016 California Fire and Building Codes.
- Adopt a Resolution designating OCFA as the Participating Agency for the Business Plan and Fire Code portions of the Orange County Certified Unified Program Agency.
- Designate the Orange County Fire Authority's Fire Chief as the City of Garden Grove's Fire Chief.

## **Documents for City Council Approval**

- Joint Powers Authority Agreement (20-year term through June 30, 2030, with an option to exit at the 10-year interval/2020)
- Fire Services Agreement
- Letter of Understanding on the transition of personnel
- Facility and Vehicle Lease Agreement
- Sample Ordinances and Codes for City Adoption

## **Facility Issues**

The Orange County Fire Authority inspected seven fire station facilities and identified issues that may not require immediate correction, but should be agreed upon for funding and repair responsibilities. System replacements currently in the Garden Grove Capital Improvement Project budget for fire stations will remain in place at the timeline currently established by the budget. OCFA may coordinate and schedule the below listed work at the request of the City, but the replacement cost will remain with the City. These issues are not included in the contract, start-up or capital improvement costs in this proposal.

| <b>Issues to be discussed</b> |   |
|-------------------------------|---|
| <b>All Fire Stations</b>      | Asbestos Management Plan and Mitigation Reports<br>All required certifications and permits up to date   |
| <b>Fire Station 1</b>         | Fire Safety Systems<br>Dorm Privacy Upgrades<br>Bathroom privacy upgrade<br>Limited egress on 2nd floor, windows do not open<br>Public Works recommended re-piping including drains |
| <b>Fire Station 2</b>         | Dorm privacy upgrades<br>Bathroom privacy upgrade   |
| <b>Fire Station 3</b>         | Remove Storage Containers<br>Dorm privacy upgrade<br>Bathroom privacy upgrade<br>Convert front dorm to female dorm – add shower   |
| <b>Fire Station 4</b>         | Dorm privacy upgrade<br>Bathroom privacy upgrade  |
| <b>Fire Station 5</b>         | Bathroom privacy upgrade<br>Lack of Fire Life Safety systems/egress from dorms  |
| <b>Fire Station 6</b>         | New Fire Station being built – upgrades not required  |
| <b>Fire Station 7</b>         | Energy management<br>Lack of fire life safety systems   |

## Glossary

### **Automatic Aid Response Agreement**

An agreement between two or more agencies under which designated fire companies are automatically dispatched into predetermined areas for fire protection and medical emergencies.

### **Battalion**

A geographic protection area of the Orange County Fire Authority with approximately 5 to 11 stations.

### **CAD**

Computer-aided dispatch, state of the art communication.

### **City**

The City of Garden Grove.

### **City Council**

The City Council of the City of Garden Grove

### **Company**

Suppression staff assigned to staff a particular piece of firefighting equipment.

### **Contract City**

A city that has chosen to contract with the Orange County Fire Authority for fire protection and emergency medical services.

### **Cross-Staffing**

Personnel assigned to a station's Engine or Truck Company will staff a specialized piece of equipment as necessary.

### **ECC**

Emergency Communications Center of the Orange County Fire Authority located at Orange County Fire Authority headquarters in Orange.

### **Emergency Medical Service (EMS)**

Include pre-hospital paramedic services, but not ambulance transport.

### **Engine**

A mobile piece of fire equipment which carries hose, water, and a pump (750 gpm or larger).

### **First Alarm**

The initial emergency response force. Number and type of equipment is dependent on type of emergency. Standard first alarm for fire includes: 3 Engines, 1 Truck, 1 Medic Unit, 1 Battalion Chief.

**Master Mutual Aid Agreement**

An agreement between all fire agencies in Orange County to provide resources to handle large or unusual emergencies. Net 1 (Orange County Fire Authority) serves as the area coordinator.

**OCFA**

Orange County Fire Authority.

**Paramedic Assessment Unit (PAU)**

A first-out engine/truck company staffed by full-time career personnel, including a certified paramedic. Authorized to initiate advanced life support care if deemed necessary.

**Platoon**

Personnel assigned to work the same 24-hour shifts; normally one third of the total suppression work force.

**Quint/Truck**

A mobile piece of fire equipment which carries hose, water, a pump, ladders, and an aerial ladder.

**Second Alarm**

Additional equipment dispatched when the emergency exceeds the capability of the first alarm assignment. Standard second alarm for fires includes: 6 Engines, 2 Trucks, 1 Medic Unit, 2 Battalion Chiefs, 1 Division Chief, 1 Safety Officer and additional support units.

**Shift**

24-hour work period used by the suppression force.

**Structure Fire**

A fire in a building or other structure of value.

**Third Alarm**

Additional equipment dispatched when the emergency exceeds the capability of the second alarm assignment. Standard third alarm for fires includes: 9 Engines, 3 Trucks, 1 Medic Unit, 3 Battalion Chiefs, 1 Duty Officer, 1 Division Chief, 2 Safety Officer and additional support units.

**Working Structure Fire**

A report of an incident with detail supporting active fire in a building. A standard working structure fire includes: 4 Engines, 2 Trucks, 1 Medic Unit, 1 Battalion Chief, 1 Division Chief, 1 Safety Officer.

**800 MHz**

An advanced high frequency radio transmission band. Also referred to as 800 radio frequency.

## 2018 OCFA Board of Directors

(Attachment A)



Chair  
Ed Sachs  
City of Mission Viejo  
Board Member Since: 2015  
[esachs@cityofmissionviejo.org](mailto:esachs@cityofmissionviejo.org)



Vice Chair  
Joseph Muller  
City of Dana Point  
Board Member Since: 2015  
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David Harrington  
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Rob Johnson  
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Board Member Since: 2013  
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Melissa Fox  
City of Irvine  
Board Member Since: 2017  
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## Garden Grove Proposal for Emergency Services



Michele Steggell  
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Board Member Since: 2015  
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Don Sedgwick  
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Laurie Davies  
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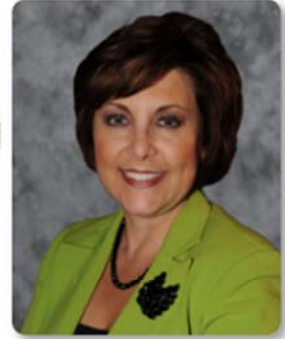


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## Garden Grove Proposal for Emergency Services



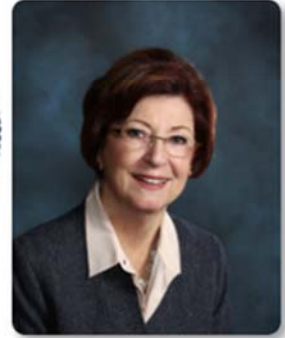
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## Garden Grove Proposal for Emergency Services



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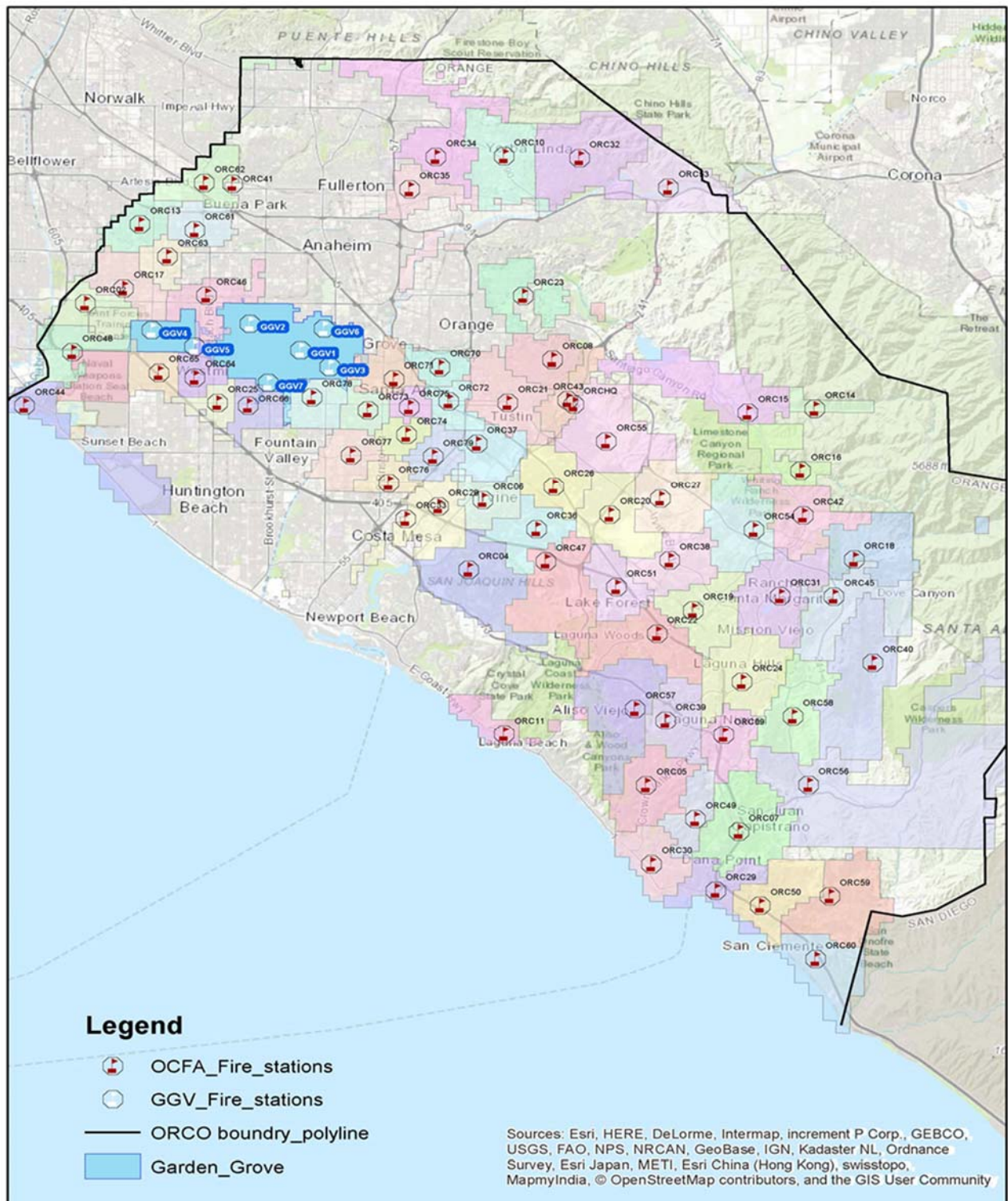
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# OCFA Service Area Map

(Attachment B)





## 2017/18 CRR Adopted Fee Schedule (Attachment C)

Orange County Fire Authority  
2017-18 Community Risk Reduction Fee Study  
Adopted Fee Schedule - Effective Date September 29, 2017  
Prevention Field Services

| Fee Code | Service Name                              | 2017-18 Adopted Fee (a) (b) |
|----------|---|-----------------------------|
| AA1      | Aerosol – Issuance                        | \$217                       |
| AA1R     | Aerosol - Reissuance                      | \$138                       |
| AA2      | Aircraft Refueling – Issuance             | \$430                       |
| AA2R     | Aircraft Refueling – Reissuance           | \$295                       |
| AA3      | Aviation Facility – Issuance              | Hourly Rate                 |
| AA3R     | Aviation Facility – Reissuance            | Hourly Rate                 |
| AA5      | Waste Handling – Issuance                 | Hourly Rate                 |
| AA5R     | Waste Handling – Reissuance               | Hourly Rate                 |
| AA6      | Amusement Building – Issuance             | Hourly Rate                 |
| AA6R     | Amusement Building – Reissuance           | Hourly Rate                 |
| AC1      | Candles/Open flame – Issuance             | \$178                       |
| AC1R     | Candles/Open flame – Reissuance           | \$138                       |
| AC2      | Carnival or Fair – Issuance               | Hourly Rate                 |
| AC6      | Combustible Material Storage – Issuance   | Hourly Rate                 |
| AC6R     | Combustible Material Storage – Reissuance | Hourly Rate                 |
| AC71     | Compressed Gas – Corrosive Issuance       | \$234                       |
| AC71R    | Compressed Gas – Corrosive Reissuance     | \$156                       |
| AC710    | Compressed Gas-Toxic - Issuance           | \$234                       |
| AC710R   | Compressed Gas-Toxic - Reissuance         | \$156                       |
| AC72     | Compressed Gas – Flammable Gas Issuance   | \$234                       |
| AC72R    | Compressed Gas – Flammable Gas Reissuance | \$156                       |
| AC73     | Compressed Gas-Highly Toxic - Issuance    | \$234                       |
| AC73R    | Compressed Gas-Highly Toxic - Reissuance  | \$156                       |

## Garden Grove Proposal for Emergency Services

|       |  |             |
|-------|--|-------------|
| AC76  | Compressed Gas-Oxidizer - Issuance   | \$234       |
| AC76R | Compressed Gas-Oxidizer - Reissuance   | \$156       |
| AC77  | Compressed Gas – Pyrophoric - Issuance   | \$225       |
| AC77R | Compressed Gas – Pyrophoric - Reissuance   | \$156       |
| AC91  | Cryogenics – Physical or Health Hazard - Issuance  | \$152       |
| AC91R | Cryogenics – Physical or Health Hazard - Reissuance  | \$138       |
| AC92  | Cryogen – Flammable Issuance   | \$217       |
| AC92R | Cryogen – Flammable Reissuance   | \$156       |
| AC94  | Cryogen – Inert Issuance   | \$152       |
| AC94R | Cryogen – Inert Reissuance   | \$138       |
| AC95  | Cryogen – Oxidizer Issuance  | \$168       |
| AC95R | Cryogen – Oxidizer Reissuance  | \$138       |
| AD11  | Dry Cleaning Plants - Package Issuance   | \$152       |
| AD11R | Dry Cleaning Plants – Package Reissuance   | \$138       |
| AD2   | Dust Producing Operations - Issuance   | \$234       |
| AD2R  | Dust Producing Operations - Reissuance   | \$173       |
| AE1   | Explosives/Blasting Condition with OCSA Approval – Issuance  | Hourly Rate |
| AE2   | Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete                                  | Delete      |
| AE2R  | Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete                                | Delete      |
| AF1   | Firework Stands  | \$192       |
| AF2   | Outdoor Fireworks Display, such as July 4th displays   | \$1,946     |
| AF21  | Outdoor Fireworks Display, such as home coming & barge display   | \$539       |
| AF22  | Pyrotechnics/Special Effects Materials   | \$871       |
| AF31  | Flammable Combustible Liquids – Issuance to use or operate a pipeline  | Hourly Rate |
| AF31R | Flammable Combustible Liquids - Reissuance   | Hourly Rate |
| AF32  | Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)   | \$234       |
| AF32R | Flammable Combustible Liquids – Reissuance   | \$156       |
| AF33  | Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside. | \$234       |
| AF33R | Combustible Liquids – Reissuance   | \$156       |
| AF35  | Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.                   | \$234       |
| AF35R | Flammable Combustible Liquids – Reissuance   | \$156       |
| AF36  | Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete  | Delete      |
| AF361 | Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete  | Delete      |
| AF4   | Fruit Ripening – Issuance - Delete   | Delete      |
| AF4R  | Fruit Ripening – Reissuance - Delete   | Delete      |

## Garden Grove Proposal for Emergency Services

|              |   |             |
|--------------|---|-------------|
| AH11         | Hazardous Materials – Oxidizing Issuance  | \$234       |
| AH110        | Hazardous Materials – Water Reactive Issuance   | \$152       |
| AH110R       | Hazardous Materials – Water Reactive Reissuance   | \$156       |
| AH11R        | Hazardous Materials – Oxidizing Reissuance  | \$156       |
| AH12         | Hazardous Materials – Corrosive Issuance  | \$234       |
| AH12R        | Hazardous Materials – Corrosive Reissuance  | \$156       |
| AH13         | Hazardous Materials – Flammable Solids Issuance   | \$234       |
| AH13R        | Hazardous Materials – Flammable Solids Reissuance                                       | \$156       |
| AH14         | Hazardous Materials – Highly Toxic Issuance   | \$227       |
| AH14R        | Hazardous Materials – Highly Toxic Reissuance   | \$149       |
| AH15         | Hazardous Materials – Organic Peroxide Issuance   | \$227       |
| AH15R        | Hazardous Materials – Organic Peroxide Reissuance                                       | \$149       |
| AH16         | Hazardous Materials – Pyrophoric Issuance   | \$227       |
| AH16R        | Hazardous Materials – Pyrophoric Reissuance   | \$149       |
| AH18         | Hazardous Materials – Toxic Issuance  | \$234       |
| AH18R        | Hazardous Materials – Toxic Reissuance  | \$145       |
| AH19         | Hazardous Materials – Unstable Reactive Issuance  | \$234       |
| AH19R        | Hazardous Materials – Unstable Reactive Reissuance                                      | \$156       |
| AH3          | High Piled Combustible - Issuance   | \$397       |
| AH3R         | High Piled Combustible Reissuance   | \$243       |
| AL1          | Liquefied Petroleum Gas – Issuance  | \$149       |
| AL1R         | Liquefied Petroleum Gas - Reissuance  | \$138       |
| AL2          | Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance | Hourly Rate |
| AL3          | Lumber Yards and Woodworking Plants – Issuance  | \$332       |
| AL3R         | Lumber Yards and Woodworking Plants - Reissuance  | \$243       |
| AM1          | Magnesium Working – Issuance/Reissuance   | Hourly Rate |
| AM2          | Open and Covered Malls - Issuance/Reissuance  | \$563       |
| AM3          | Motor Vehicle Fuel Dispensing – Issuance  | \$184       |
| AM31         | Motor Vehicle Fuel Dispensing – Package Issuance  | \$135       |
| AM31R        | Motor Vehicle Fuel Dispensing – Package Reissuance                                      | \$138       |
| AM3R         | Motor Vehicle Fuel Dispensing - Reissuance  | \$138       |
| AO1          | Open Burning/Fire – Issuance  | Hourly Rate |
| AO3          | Industrial Ovens – Issuance   | \$184       |
| AO3R         | Industrial Ovens - Reissuance   | \$138       |
| AP21 to AP22 | Assembly, <300 occupants - Issuance   | \$557       |

## Garden Grove Proposal for Emergency Services

|                |  |             |
|----------------|--|-------------|
| AP21R to AP22R | Assembly, <300 occupants - Reissuance  | \$400       |
| AP23 to AP25   | Assembly, >300 occupants - Issuance  | \$856       |
| AP23R to AP25R | Assembly, >300 occupants - Reissuance  | \$479       |
| AR2            | Refrigeration Equipment – Issuance   | \$332       |
| AR2R           | Refrigeration Equipment – Reissuance   | \$190       |
| AR3            | Repair and Service Garage – Issuance   | \$283       |
| AR31           | Repair and Service Garage < 5000 sq ft – Package Issuance  | \$266       |
| AR31R          | Repair and Service Garage < 5000 sq ft – Package Reissuance  | \$225       |
| AR3R           | Repair and Service Garage – Reissuance   | \$225       |
| AS1            | Spraying or Dipping Operation – Issuance   | \$381       |
| AS1R           | Spraying or Dipping Operation - Reissuance   | \$138       |
| AT1            | Tent/Membrane Structure – Issuance   | Hourly Rate |
| AT1.1          | Canopy Structure – Issuance  | Hourly Rate |
| AT2            | Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance                                  | Hourly Rate |
| AT2R           | Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance                                | Hourly Rate |
| AW1            | Hot Work - Issuance.   | \$184       |
| AW11           | Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance       | \$190       |
| AW11R          | Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance     | \$138       |
| AW1R           | Hot Work - Reissuance.   | \$138       |
| J200           | Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)                    | Hourly Rate |
| J201           | Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)           | \$250       |
| J202           | Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)           | \$500       |
| J203           | Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees)  | \$1,000     |
| M100           | Correctional or Detentional Facility – Large (i.e. full-scale jails, prisons, and places of detention) | \$561       |
| M101           | Correctional or Detentional Facility – Small (i.e. holding cells)                                      | \$266       |
| M102           | High Rise Facility > 75 Feet   | \$1,135     |
| M103           | Mid Rise Facility 55 - 74 Feet   | \$659       |
| M121           | Care Facility for more than 6 ambulatory & non-ambulatory clients                                      | \$362       |
| M123           | Hospitals, Nursing homes, Mental hospitals, and Surgery Centers  | \$904       |

## Garden Grove Proposal for Emergency Services

|  |  |                |
|--|--|----------------|
| M124                                       | Community Care Facility (i.e. clearance letter, large family day, & etc.)  | \$168          |
| M125                                       | Pre-Inspection Residential Care Facility (i.e. Single-Family Residences)   | \$463          |
| M130                                       | Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal  | \$48           |
| M131                                       | Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.   | \$217          |
| M132                                       | Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.   | \$364          |
| M133                                       | Special Event Expedite Fee for <10 days submittal  | 50%            |
| M140                                       | Fire Watch - Requested   | Hourly Rate    |
| M141                                       | Standby – Engine Company – Board approved cost recovery rate   | Hourly Rate    |
| M150                                       | Travel Time  | \$70           |
| M151                                       | Alternate Means & Methods  | Hourly Rate    |
| M152                                       | All other time to be charged as Time and Materials   | Hourly Rate    |
| <b>False Alarm</b>                         |  |                |
|  | False Alarm - 2nd within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )   | \$100          |
|  | Failure to comply with orders, tags or notices - 3rd false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )  | \$250          |
|  | Failure to comply with orders, tags or notices - 4th false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )  | \$500          |
|  | Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months ( <i>Penalty fees are not included with the annual S&amp;EB increase</i> )   | \$1,000        |
| <b>800 MHz Radio Loaner/Rental Program</b> |  |                |
|  | Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. | \$75 per month |



**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

| Fee Code | Service Name  | 2017-18 Proposed Fee (a) |
|----------|---|--------------------------|
| PR100    | California Environmental Quality Act (CEQA), Environmental Impact Report (EIR), Notice of Preparation (NOP), and Advance Planning                   | \$387                    |
| PR104    | Small Project CUP - Single Family Residence, Commercial Remodel, New Commercial Building without on-site access                                     | \$244                    |
| PR105    | Development Plan/Site Review  | \$387                    |
| PR110    | Map review (A map) – tentative tract map/screen check   | \$387                    |
| PR115    | Final map review (B Map) and/or clearance letter for print of linen   | \$244                    |
| PR120    | Conceptual fuel modification - Multi-Dwelling or Commercial Area (Plan Review ONLY)   | \$1,044                  |
| PR121    | Conceptual fuel modification - Single Family Dwelling (Plan Review ONLY)  | \$691                    |
| PR124    | Precise fuel modification (includes vegetation clearance inspection for lumber drop, final, and HOA turnover inspections)                           | \$1,116                  |
| PR124i   | Precise fuel modification – INSP ONLY   | \$328                    |
| PR125    | Precise fuel modification – Single Family Dwelling  | \$743                    |
| PR125i   | Precise fuel modification – Single Family Dwelling INSP ONLY  | \$328                    |
| PR127i   | Fuel Modification Maintenance Inspection -Customer requested or complaint initiated for Tract Development   | \$725                    |
| PR145    | Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates across emergency access drives                  | \$668                    |
| PR145i   | Fire master plan – Emergency access and fire hydrant location, fire lane markings, or vehicle gates - INSP ONLY                                     | \$225                    |
| PR146    | Fire protection plan – an alternative to CBC Chapter 7A construction requirements for development in a fire hazard severity zone (Plan Review ONLY) | \$444                    |
| PR147    | Fire protection plan – "Add-on" 7A to large "Parent" Fire Protection Plan (Plan Review ONLY)  | \$207                    |
| PR150    | Fire master plan – public school  | Exempt                   |
| PR155    | Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete.                                    | \$414                    |
| PR155i   | Temporary fire master plan - proposed emergency access these roads will not remain once the project is complete. INSP                               | \$190                    |
| PR160    | Residential site review for single family dwelling consisting of one or two units (Plan Review ONLY)  | \$374                    |
| PR160i   | Residential site review for single family dwelling – INSP ONLY  | \$104                    |
| PR172    | Methane testing, findings, & recommendations (Currently included with the Methane work plan)  | \$427                    |
| PR174    | Methane mitigation plan   | \$488                    |
| PR180    | Vehicle or pedestrian gates across emergency access roads   | \$406                    |
| PR180i   | Vehicle or pedestrian gates across emergency access roads- INSP ONLY  | \$121                    |
| PR182    | Unenclosed accessory structure/outdoor fire place/fire pit in special fire areas. Inspection not required   | Exempt                   |
| PR184    | Speed hump review and drive test  | \$919                    |
| PR186    | Operations pre-planning automation. Fee waived if criteria on handout are satisfied   | \$622                    |
| PR192    | Addressing Layout Developments - Commercial/Residential   | Hourly Rate              |
| PR200    | All A Occupancy > 10,000 square feet aggregate  | \$1,635                  |
| PR200i   | All A Occupancy > 10,000 square feet aggregate INSP ONLY  | \$415                    |
| PR204    | All A Occupancy ≤ 10,000 square feet aggregate area)  | \$1,066                  |
| PR204i   | All A Occupancy ≤ 10,000 square feet aggregate area) INSP ONLY  | \$466                    |
| PR208    | All A ≤ 1500 square feet  | \$747                    |
| PR208i   | All A ≤ 1500 sq. ft. INSP ONLY  | \$259                    |
| PR212    | Educational other than day care (Plan Review ONLY)  | \$732                    |
| PR212i   | Educational other than day care - INSP ONLY   | \$415                    |
| PR216    | Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) aggregate (Plan Review ONLY)  | \$488                    |
| PR216i   | Day Care E or I-4 (Portable or re-locatable < 1000 sq. ft.) INSP ONLY   | \$259                    |
| PR220    | E Day Care or I-4 (see PR212 for any combination of E occupancies sharing common egress) (Plan Review ONLY)   | \$732                    |
| PR220i   | E Day Care or I-4 - INSP ONLY   | \$294                    |
| PR224    | B,F,M,S occupancies when required by Building Official (Plan Review ONLY)   | \$488                    |

(a) 2017-18 Hourly Rate = \$202 per hour

**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

| Fee Code | Service Name  | 2017-18 Proposed Fee (a) |
|----------|---|--------------------------|
| PR224i   | B,F,M,S occupancies - INSP ONLY   | \$311                    |
| PR232    | H1, H2, H3, H4 or L Occupancy - Chemical classification fee (PR320-PR328) also required   | \$1,408                  |
| PR232i   | H1, H2, H3, H4, or L Occupancy Chemical classification fee (PR320-PR328) INSP ONLY  | \$432                    |
| PR236    | S1 - Motor Vehicle Repair Garages (Chem class fee included for above ground hazardous materials)  | \$973                    |
| PR236i   | S1 - Motor Vehicle Repair Garages INSP ONLY   | \$363                    |
| PR240    | S1 -Aircraft Repair Hanger (Chem class fee, (PR320-PR328) also required)  | Hourly Rate              |
| PR240i   | S1 -Aircraft Repair Hanger INSP ONLY  | Hourly Rate              |
| PR244    | H5 Occupancy (Chem class fee (PR320-PR328), also required) (Plan Review ONLY)   | Hourly Rate              |
| PR244i   | H5 Occupancy INSP ONLY  | Hourly Rate              |
| PR248    | Structures with non-ambulatory or incapacitated occupants (I-1, I-2, I-2.1, R-2.1 occupancies)  | Hourly Rate              |
| PR248i   | Structures with non-ambulatory or incapacitated occupants. (I-1, I-2, I-2.1, R-2.1 occupancies) INSP ONLY   | Hourly Rate              |
| PR256    | I3: Structures with restrained occupants, 3 cells or less   | \$594                    |
| PR256i   | I3: Structures with restrained occupants, 3 cells or less - INSP ONLY   | \$207                    |
| PR260    | I3: Structures with restrained occupants, more than 3 cells   | \$2,664                  |
| PR260i   | I3: Structures with restrained occupants, more than 3 cells INSP ONLY   | \$691                    |
| PR264    | R1 or R2 Hotels, motels, apartments, condominiums with ≤ 50 dwelling units per building   | \$415                    |
| PR268    | R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building.   | \$1,165                  |
| PR268i   | R1 or R2 Hotels, motels, apartments, condominiums with 51 to 150 dwelling units per building INSP ONLY  | \$311                    |
| PR272    | R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building.   | Hourly Rate              |
| PR272i   | R1 or R2 Hotels, motels, apartments, condominiums with > 150 dwelling units per building INSP ONLY  | \$518                    |
| PR276    | R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. Facilities  | Hourly Rate              |
| PR276i   | R4 licensed residential care/ assisted living facilities and similar uses serving 7-16 clients. INSP ONLY   | \$415                    |
| PR280    | R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients - Delete   | \$0                      |
| PR280i   | R4 licensed residential care/ assisted living facilities and similar uses serving ≥ 20 clients. INSP ONLY - Delete  | \$0                      |
| PR285    | Hi-Rise: Structures that are 75' or higher measured from lowest point of fire department access   | \$2,604                  |
| PR285i   | High-rise: Structures that are 75' or higher in height - INSP ONLY  | \$725                    |
| PR300    | Above-ground storage tank, including equipment (see PR625 for temporary above-ground storage tanks)   | \$625                    |
| PR300i   | Above-ground storage tank, including equipment -INSP ONLY   | \$259                    |
| PR305    | Dispensing from underground storage tank: New installation (Single fee for all tanks at a single location) (Aboveground safety/components only)                                 | \$738                    |
| PR305i   | Dispensing from underground storage tank: New Installation, INSP ONLY (Aboveground safety/components only)  | \$311                    |
| PR310    | Dispensing from Underground storage tank: Repair, alteration, abandonment (Aboveground safety/components only)  | \$440                    |
| PR315    | Hazardous Material Process/Storage for Non - H Occupancies. Use with PR320-PR328. Also for outdoor LPG exchange stations; separate chemical classification review not required. | \$668                    |
| PR315i   | Hazardous Material Process/Storage for Non - H Occupancies – INSP ONLY  | \$363                    |
| PR318    | Chemical Classification 1-5 Chemicals   | \$244                    |
| PR320    | Chemical Classification Review. 6-15 chemicals  | \$427                    |
| PR322    | Chemical Classification Review 16-50 chemicals  | \$610                    |
| PR324    | Chemical Classification Review. 51-100 chemicals  | \$854                    |
| PR326    | Chemical Classification Review. > 100 chemicals   | \$1,263                  |
| PR328    | Chemical Classification Review. Unusual chemicals/quantities  | Hourly Rate              |
| PR330    | High-piled storage: code/commodity compliance   | \$1,235                  |
| PR330i   | High-piled storage - INSP ONLY  | \$605                    |
| PR335    | Commercial cooking hood and duct system (per system)  | \$475                    |
| PR335i   | Commercial cooking hood and duct system (per system) - INSP ONLY  | \$190                    |

**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

| Fee Code | Service Name  | 2017-18 Proposed Fee (a) |
|----------|---|--------------------------|
| PR340    | Refrigeration unit and system: having a refrigerant circuit containing more than 220 pounds of Group A1 or 30 pounds of any other refrigerant | \$1,045                  |
| PR340i   | Refrigeration unit and system – INSP ONLY   | \$590                    |
| PR345    | Spray booth, spraying area: mechanically ventilated appliance provided to enclose or accommodate a  | \$781                    |
| PR345i   | Spray booth, spraying area - INSP ONLY  | \$415                    |
| PR350    | Gas systems: medical gas, industrial gas (including piping and manifolds)   | \$1,195                  |
| PR350i   | Gas systems: medical gas, industrial gas – INSP ONLY  | \$605                    |
| PR355    | Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals)  | Hourly Rate              |
| PR355i   | Dry Cleaning Plant (cleaning solution) - Quantity must exceed 330 or 660 gals INSP ONLY   | Hourly Rate              |
| PR360    | Special equipment: industrial ovens, vapor recovery, dust collection  | \$927                    |
| PR360i   | Special equipment: industrial ovens, vapor recovery, dust collection - INSP ONLY  | \$276                    |
| PR362    | Photovoltaic System - Residential Alternative Compliance (Plan Review ONLY)   | \$154                    |
| PR362i   | Photovoltaic System - Residential Alternative Compliance INSP ONLY  | \$104                    |
| PR363    | Photovoltaic System - Commercial (Requested by Building Official) (Plan Review ONLY)  | \$276                    |
| PR363i   | Photovoltaic System - Commercial (Requested by Building Official) - INSP ONLY   | \$207                    |
| PR365    | Special extinguishing system: dry chemical, CO2, FM 200, foam liquid systems, inert gas (Halon, Inergen,                                      | \$742                    |
| PR365i   | Special extinguishing system – INSP ONLY  | \$173                    |
| PR375    | Battery Systems, stationary storage and cell sites (chemical quantities require application of CFC Art 64                                     | \$680                    |
| PR375i   | Battery systems INSP ONLY   | \$294                    |
| PR380    | Smoke control systems; review of rational analysis  | \$1,452                  |
| PR382    | Smoke control systems: design/testing – inc. 1 submittal meeting w/customer   | \$3,232                  |
| PR382i   | Smoke control systems: design/testing INSP ONLY   | \$1,451                  |
| PR390    | Emergency Responder Radio System (FOR INTERNAL TRACKING PURPOSE)  | \$0                      |
| PR400    | NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot)   | \$625                    |
| PR400i   | NFPA 13D fire sprinkler system: One or two family dwelling - custom home (single lot) - INSP ONLY   | \$259                    |
| PR401    | NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot)   | \$596                    |
| PR401i   | NFPA 13D fire sprinkler system: One or two family dwelling - existing home (single lot) - INSP ONLY   | \$311                    |
| PR402    | TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations   | \$384                    |
| PR402i   | TI to NFPA 13D fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY   | \$242                    |
| PR405    | NFPA 13D fire sprinkler system: One or two family dwelling - within new tract developments  | \$417                    |
| PR405i   | NFPA 13D fire sprinkler system: One or two family dwelling - INSP ONLY  | \$173                    |
| PR406    | NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) (FOR INTERNAL   | \$0                      |
| PR406i   | NFPA 13D Multi-purpose fire sprinkler system (tract, custom or existing home) – INSP ONLY (FOR  | \$0                      |
| PR410    | NFPA 13R fire sprinkler system: Multi-family dwellings 3 to 16 units per building   | \$718                    |
| PR410i   | NFPA 13R fire sprinkler system 3 to 16 units INSP ONLY  | \$311                    |
| PR415    | NFPA 13R fire sprinkler system >16 units  | \$799                    |
| PR415i   | NFPA 13R fire sprinkler system >16 units INSP ONLY  | \$311                    |
| PR420    | New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser   | \$718                    |
| PR420i   | New NFPA 13 fire sprinkler system: ≤ 100 heads with 1 riser – INSP ONLY   | \$311                    |
| PR425    | New NFPA 13 fire sprinkler system: >100 fire sprinkler heads w/1 riser  | \$834                    |
| PR425i   | New NFPA 13 fire sprinkler system: each additional riser OR per floor in buildings >3 stories. - INSP   | \$345                    |
| PR430    | TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations   | \$370                    |
| PR430i   | TI to NFPA 13, 13R fire sprinkler system: ≤ 25 heads without calculations - INSP ONLY   | \$207                    |
| PR435    | TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations  | \$593                    |
| PR435i   | TI to NFPA 13, 13R fire sprinkler system: 26 - 99 heads without calculations - INSP ONLY  | \$328                    |
| PR440    | TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review   | \$836                    |
| PR440i   | TI to NFPA 13, 13R fire sprinkler system: ≥ 100 heads OR other TIs requiring calculation review - INSP ONLY                                   | \$449                    |

**ORANGE COUNTY FIRE AUTHORITY**  
**PROPOSED FEE SCHEDULE**  
**PLANNING AND DEVELOPMENT SERVICES**  
Effective Date - no later than September 29, 2017

| Fee Code | Service Name  | 2017-18 Proposed Fee (a) |
|----------|---|--------------------------|
| PR445    | Pre-action fire sprinkler system: Includes the fire alarm system when submitted together  | \$555                    |
| PR445i   | Pre-action fire sprinkler system: INSP ONLY   | \$311                    |
| PR450    | New or TI to NFPA 13 in-rack fire sprinkler systems   | \$1,062                  |
| PR450i   | New or TI to NFPA 13 in-rack sprinkler fire sprinkler systems - INSP ONLY   | \$432                    |
| PR455    | NFPA 13 small hose stations - Delete  | \$0                      |
| PR455i   | NFPA 13 small hose stations – INSP ONLY Delete  | \$0                      |
| PR460    | NFPA 14 Class I, II or III standpipes (includes all standpipes within a single building)  | \$790                    |
| PR460i   | NFPA 14 standpipes INSP ONLY  | \$363                    |
| PR465    | Fire pump installation  | \$1,144                  |
| PR465i   | Fire pump installation - INSP ONLY  | \$432                    |
| PR470    | Underground fire protection system: single hydrant OR single riser connection   | \$575                    |
| PR470i   | Underground fire protection system: single hydrant or riser. INSP ONLY  | \$311                    |
| PR475    | Underground fire protection for each additional connection for hydrants or risers - use with PR470  | \$182                    |
| PR475i   | Underground fire protection system: use with PR475 - INSP ONLY  | \$121                    |
| PR480    | Underground repair  | \$474                    |
| PR480i   | Underground repair – INSP ONLY  | \$311                    |
| PR500    | Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification   | \$318                    |
| PR500i   | Fire sprinkler and Fire Alarm monitoring system up to 5 initiating devices and/or up to 20 notification   | \$155                    |
| PR510    | Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices  | \$591                    |
| PR510i   | Fire alarm system: 6-15 initiating devices and/or ≤ 21-40 notification devices, INSP ONLY   | \$225                    |
| PR520    | Fire alarm system: 16-30 initiating and/or 41-80 notification devices   | \$999                    |
| PR520i   | Fire alarm system: 16-30 initiating and/or 41-80 notification devices, INSP ONLY  | \$449                    |
| PR530    | Fire alarm system. >30 initiating devices and/or >80 notification devices   | \$1,353                  |
| PR530i   | Fire alarm system. >30 initiating devices and/or >80 notification devices, INSP ONLY  | \$518                    |
| PR610    | Field review/inspection – Underground repair  | \$390                    |
| PR615    | Field Plan Review / Inspection Private CNG refueling appliance within a single family residence. (no  | Exempt                   |
| PR625    | Field Review/ Inspection -Temporary above-ground storage tanks, including equipment   | \$252                    |
| PR630    | Field review/inspection TI to NFPA 13, 13R sprinkler systems: ≤ 25 heads without calculations   | \$286                    |
| PR635    | Field review/inspection TI to NFPA 13, 13R sprinkler systems: 26-99 heads without calculations  | \$407                    |
| PR900    | Coordination/Pre-submittal Meetings: (Initial 2 hours)  | \$515                    |
| PR905    | Written response to inquiry   | \$412                    |
| PR910    | Alternate Method and Material Request - 2 hrs minimum   | Hourly Rate              |
| PR920    | Plan resubmittal: fee charged on 3rd and each subsequent submittal - 1 hr minimum   | Hourly Rate              |
| PR922    | Plan revision   | Hourly Rate              |
| PR924    | Re-stamp of plans with wet stamp when submitted with approved plans   | Hourly Rate              |
| PR926    | Accelerated plan review (fee is in addition to base fee assessed for plan review) - 1 hr minimum  | 50% of Hourly Rate       |
| PR928    | Plan Review time and materials fee: Charged for miscellaneous applications such as unusual time   | Hourly Rate              |
| PR938i   | 13D Reinspection 1-10   | \$153                    |
| PR939i   | 13D Reinspection 11+  | \$205                    |
| PR940i   | Inspection time and materials fee: Charged for miscellaneous applications such as Time Intensive projects, research, travel time, etc. - 1 hr minimum | Hourly Rate              |
| PR942i   | Re-inspection fee: Charged when project is not completed or cannot be approved during regular inspection  | \$205                    |
| PR943    | Penalty for Failure to Cancel Scheduled Inspection  | 50% of inspection fee    |
| PR944i   | Accelerated Inspection Request (fee is in addition to base fee assessed for inspection) - 1 hr minimum  | 50% of Hourly Rate       |

# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

| Fee Code | Service Name  | 2017-18 Proposed Fee (a) (b) |
|----------|---|------------------------------|
| AA1      | Aerosol – Issuance  | \$217                        |
| AA1R     | Aerosol - Reissuance  | \$138                        |
| AA2      | Aircraft Refueling – Issuance   | \$430                        |
| AA2R     | Aircraft Refueling – Reissuance   | \$295                        |
| AA3      | Aviation Facility – Issuance  | Hourly Rate                  |
| AA3R     | Aviation Facility – Reissuance  | Hourly Rate                  |
| AA5      | Waste Handling – Issuance   | Hourly Rate                  |
| AA5R     | Waste Handling – Reissuance   | Hourly Rate                  |
| AA6      | Amusement Building – Issuance   | Hourly Rate                  |
| AA6R     | Amusement Building – Reissuance   | Hourly Rate                  |
| AC1      | Candles/Open flame – Issuance   | \$178                        |
| AC1R     | Candles/Open flame – Reissuance   | \$138                        |
| AC2      | Carnival or Fair – Issuance   | Hourly Rate                  |
| AC6      | Combustible Material Storage – Issuance   | Hourly Rate                  |
| AC6R     | Combustible Material Storage – Reissuance   | Hourly Rate                  |
| AC71     | Compressed Gas – Corrosive Issuance   | \$234                        |
| AC71R    | Compressed Gas – Corrosive Reissuance   | \$156                        |
| AC710    | Compressed Gas-Toxic - Issuance   | \$234                        |
| AC710R   | Compressed Gas-Toxic - Reissuance   | \$156                        |
| AC72     | Compressed Gas – Flammable Gas Issuance   | \$234                        |
| AC72R    | Compressed Gas – Flammable Gas Reissuance   | \$156                        |
| AC73     | Compressed Gas-Highly Toxic - Issuance  | \$234                        |
| AC73R    | Compressed Gas-Highly Toxic - Reissuance  | \$156                        |
| AC74     | Compressed Gas – Inert Gas Issuance   | \$184                        |
| AC74R    | Compressed Gas – Inert Gas Reissuance   | \$138                        |
| AC76     | Compressed Gas-Oxidizer - Issuance  | \$234                        |
| AC76R    | Compressed Gas-Oxidizer - Reissuance  | \$156                        |
| AC77     | Compressed Gas – Pyrophoric - Issuance  | \$225                        |
| AC77R    | Compressed Gas – Pyrophoric - Reissuance  | \$156                        |
| AC91     | Cryogen – Physical or Health Hazard - Issuance  | \$152                        |
| AC91R    | Cryogen – Physical or Health Hazard - Reissuance  | \$138                        |
| AC92     | Cryogen – Flammable Issuance  | \$217                        |
| AC92R    | Cryogen – Flammable Reissuance  | \$156                        |
| AC94     | Cryogen – Inert Issuance  | \$152                        |
| AC94R    | Cryogen – Inert Reissuance  | \$138                        |
| AC95     | Cryogen – Oxidizer Issuance   | \$168                        |
| AC95R    | Cryogen – Oxidizer Reissuance   | \$138                        |
| AD11     | Dry Cleaning Plants - Package Issuance  | \$152                        |
| AD11R    | Dry Cleaning Plants – Package Reissuance  | \$138                        |
| AD2      | Dust Producing Operations - Issuance  | \$234                        |
| AD2R     | Dust Producing Operations - Reissuance  | \$173                        |
| AE1      | Explosives/Blasting Condition with OCSD Approval – Issuance   | Hourly Rate                  |
| AE2      | Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Issuance - Delete   | Delete                       |
| AE2R     | Explosives – Model Rockets (Retailers and Use)/ Small Arms Ammunition (Retailers) – Reissuance - Delete | Delete                       |
| AF1      | Firework Stands   | \$192                        |
| AF2      | Outdoor Fireworks Display, such as July 4th displays  | \$1,946                      |

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee



# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

| Fee Code | Service Name   | 2017-18 Proposed Fee (a) (b) |
|----------|--|------------------------------|
| AF21     | Outdoor Fireworks Display, such as home coming & barge display   | \$539                        |
| AF22     | Pyrotechnics/Special Effects Materials   | \$871                        |
| AF31     | Flammable Combustible Liquids – Issuance to use or operate a pipeline  | Hourly Rate                  |
| AF31R    | Flammable Combustible Liquids - Reissuance   | Hourly Rate                  |
| AF32     | Flammable Liquids – Issuance Class I liquids (5 gallons inside/10 gallons outside)   | \$234                        |
| AF32R    | Flammable Combustible Liquids – Reissuance   | \$156                        |
| AF33     | Combustible Liquids – Issuance. To store, use or handle Class II or IIIA liquids in excess of 25 gallons inside or 60 gallons outside. | \$234                        |
| AF33R    | Combustible Liquids – Reissuance   | \$156                        |
| AF35     | Flammable Combustible Liquids – Issuance. To operate tank vehicles, equipment, tanks, plants, terminals, wells, etc.                   | \$234                        |
| AF35R    | Flammable Combustible Liquids – Reissuance   | \$156                        |
| AF36     | Flammable Combustible Liquids – Issuance. Tank removal or installation (AST/UST) - Delete  | Delete                       |
| AF361    | Flammable Combustible Liquids – Each additional tank (AST/UST) - Delete  | Delete                       |
| AF4      | Fruit Ripening – Issuance - Delete   | Delete                       |
| AF4R     | Fruit Ripening – Reissuance - Delete   | Delete                       |
| AH11     | Hazardous Materials – Oxidizing Issuance   | \$234                        |
| AH110    | Hazardous Materials – Water Reactive Issuance  | \$152                        |
| AH110R   | Hazardous Materials – Water Reactive Reissuance  | \$156                        |
| AH11R    | Hazardous Materials – Oxidizing Reissuance   | \$156                        |
| AH12     | Hazardous Materials – Corrosive Issuance   | \$234                        |
| AH12R    | Hazardous Materials – Corrosive Reissuance   | \$156                        |
| AH13     | Hazardous Materials – Flammable Solids Issuance  | \$234                        |
| AH13R    | Hazardous Materials – Flammable Solids Reissuance  | \$156                        |
| AH14     | Hazardous Materials – Highly Toxic Issuance  | \$227                        |
| AH14R    | Hazardous Materials – Highly Toxic Reissuance  | \$149                        |
| AH15     | Hazardous Materials – Organic Peroxide Issuance  | \$227                        |
| AH15R    | Hazardous Materials – Organic Peroxide Reissuance  | \$149                        |
| AH16     | Hazardous Materials – Pyrophoric Issuance  | \$227                        |
| AH16R    | Hazardous Materials – Pyrophoric Reissuance  | \$149                        |
| AH18     | Hazardous Materials – Toxic Issuance   | \$234                        |
| AH18R    | Hazardous Materials – Toxic Reissuance   | \$145                        |
| AH19     | Hazardous Materials – Unstable Reactive Issuance   | \$234                        |
| AH19R    | Hazardous Materials – Unstable Reactive Reissuance   | \$156                        |
| AH3      | High Piled Combustible - Issuance  | \$397                        |
| AH3R     | High Piled Combustible Reissuance  | \$243                        |
| AL1      | Liquefied Petroleum Gas – Issuance   | \$149                        |
| AL1R     | Liquefied Petroleum Gas - Reissuance   | \$138                        |
| AL2      | Liquid- or Gas-Fueled Vehicles or Equipment in Assembly Buildings – Issuance/Reissuance  | Hourly Rate                  |
| AL3      | Lumber Yards and Woodworking Plants – Issuance   | \$332                        |
| AL3R     | Lumber Yards and Woodworking Plants - Reissuance   | \$243                        |
| AM1      | Magnesium Working – Issuance/Reissuance  | Hourly Rate                  |
| AM2      | Open and Covered Malls - Issuance/Reissuance   | \$563                        |
| AM3      | Motor Vehicle Fuel Dispensing – Issuance   | \$184                        |

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

| Fee Code       | Service Name  | 2017-18 Proposed Fee (a) (b) |
|----------------|---|------------------------------|
| AM31           | Motor Vehicle Fuel Dispensing – Package Issuance  | \$135                        |
| AM31R          | Motor Vehicle Fuel Dispensing – Package Reissuance  | \$138                        |
| AM3R           | Motor Vehicle Fuel Dispensing - Reissuance  | \$138                        |
| AO1            | Open Burning/Fire – Issuance  | Hourly Rate                  |
| AO3            | Industrial Ovens – Issuance   | \$184                        |
| AO3R           | Industrial Ovens - Reissuance   | \$138                        |
| AP21 to AP22   | Assembly, <300 occupants - Issuance   | \$557                        |
| AP21R to AP22R | Assembly, <300 occupants - Reissuance   | \$400                        |
| AP23 to AP25   | Assembly, >300 occupants - Issuance   | \$856                        |
| AP23R to AP25R | Assembly, >300 occupants - Reissuance   | \$479                        |
| AR2            | Refrigeration Equipment – Issuance  | \$332                        |
| AR2R           | Refrigeration Equipment – Reissuance  | \$190                        |
| AR3            | Repair and Service Garage – Issuance  | \$283                        |
| AR31           | Repair and Service Garage < 5000 sq ft – Package Issuance   | \$266                        |
| AR31R          | Repair and Service Garage < 5000 sq ft – Package Reissuance   | \$225                        |
| AR3R           | Repair and Service Garage – Reissuance  | \$225                        |
| AS1            | Spraying or Dipping Operation – Issuance  | \$381                        |
| AS1R           | Spraying or Dipping Operation - Reissuance  | \$138                        |
| AT1            | Tent/Membrane Structure – Issuance  | Hourly Rate                  |
| AT1.1          | Canopy Structure – Issuance   | Hourly Rate                  |
| AT2            | Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Issuance                                 | Hourly Rate                  |
| AT2R           | Storage of Scrap Tires, Tire Byproducts, & Tire Rebuilding – Reissuance                               | Hourly Rate                  |
| AW1            | Hot Work - Issuance.  | \$184                        |
| AW11           | Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Issuance      | \$190                        |
| AW11R          | Welding Carts Flammable gas up to 1000 cuft and Oxidizing gas up to 1500 cuft - Package Reissuance    | \$138                        |
| AW1R           | Hot Work - Reissuance.  | \$138                        |
| J200           | Reinspection – Flat rate for any inspection after the 1st (Applies to all CRR fees)                   | Hourly Rate                  |
| J201           | Penalty \$250 – Failure to comply with 1st orders, tags or notices (Applies to all CRR fees)          | \$250                        |
| J202           | Penalty \$500 – Failure to comply with 2nd orders, tags or notices (Applies to all CRR fees)          | \$500                        |
| J203           | Penalty \$1000 – Failure to comply with 3rd or more orders, tags or notices (Applies to all CRR fees) | \$1,000                      |

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee

# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

| Fee Code                                   | Service Name  | 2017-18 Proposed Fee (a) (b) |
|--|---|------------------------------|
| M100                                       | Correctional or Detentional Facility – Large (i.e. full scale jails, prisons, and places of detention)  | \$561                        |
| M101                                       | Correctional or Detentional Facility – Small (i.e. holding cells)   | \$266                        |
| M102                                       | High Rise Facility > 75 Feet  | \$1,135                      |
| M103                                       | Mid Rise Facility 55 - 74 Feet  | \$659                        |
| M121                                       | Care Facility for more than 6 ambulatory & non-ambulatory clients   | \$362                        |
| M123                                       | Hospitals, Nursing homes, Mental hospitals, and Surgery Centers   | \$904                        |
| M124                                       | Community Care Facility (i.e. clearance letter, large family day, & etc.)   | \$168                        |
| M125                                       | Pre-Inspection Residential Care Facility (i.e. Single Family Residences)  | \$463                        |
| M130                                       | Miscellaneous Special Events – Events that may impact emergency operations equipment or access and may only require an over the counter submittal   | \$48                         |
| M131                                       | Minor Special Events – Events that may impact emergency operations equipment or access and have attendance or participation by less than 2,500 people.  | \$217                        |
| M132                                       | Major Special Events – Events that impact emergency operations equipment or access or have attendance, participation, or mass gathering of more than 2,500 people.  | \$364                        |
| M133                                       | Special Event Expedite Fee for <10 days submittal   | 50%                          |
| M140                                       | Fire Watch - Requested  | Hourly Rate                  |
| M141                                       | Standby – Engine Company – Board approved cost recovery rate  | Hourly Rate                  |
| M150                                       | Travel Time   | \$70                         |
| M151                                       | Alternate Means & Methods   | Hourly Rate                  |
| M152                                       | All other time to be charged as Time and Materials  | Hourly Rate                  |
| <b>False Alarm</b>                         |   |                              |
|  | False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)   | \$100                        |
|  | Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)  | \$250                        |
|  | Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)  | \$500                        |
|  | Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)   | \$1,000                      |
| <b>800 MHz Radio Loaner/Rental Program</b> |   |                              |
|  | Loaning of the preprogramed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. | \$75 per month               |

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee



# ORANGE COUNTY FIRE AUTHORITY

## PROPOSED FEE SCHEDULE

### PREVENTION FIELD SERVICES

Effective Date - no later than September 29, 2017

| Fee Code                                   | Service Name   | 2017/18 Anticipated Annual Volume | 2015-16 Adopted Fee | 2017-18 Proposed Fee (a) (b) | \$ Change | % Change |
|--|--|-----------------------------------|---------------------|------------------------------|-----------|----------|
| <b>False Alarm</b>                         |  |                                   |                     |                              |           |          |
|  | False Alarm - 2nd within 6 months (Penalty fees are not included with the annual S&EB increase)  | 1                                 | \$100               | \$100                        | \$0       | 0.00%    |
|  | Failure to comply with orders, tags or notices - 3rd false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)   | 1                                 | \$250               | \$250                        | \$0       | 0.00%    |
|  | Failure to comply with orders, tags or notices - 4th false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)   | 1                                 | \$500               | \$500                        | \$0       | 0.00%    |
|  | Failure to comply with orders, tags or notices - 5th and subsequent false alarm within 6 months (Penalty fees are not included with the annual S&EB increase)  | 1                                 | \$1,000             | \$1,000                      | \$0       | 0.00%    |
| <b>800 MHz Radio Loaner/Rental Program</b> |  |                                   |                     |                              |           |          |
|  | Loaning of the preprogrammed 800 MHz radio including radio, batteries, and desk charger to OCFA approved and FCC licensed technicians to facilitate the annual testing required for emergency responder radio system installation. | 1                                 | \$0                 | \$75 per month               | N/A       | N/A      |

(a) 2017-18 Hourly Rate = \$202 per hour

(b) Include M150 Travel Time Fee



# OCFA PROPOSAL REVIEW

JULY 10, 2018

# Fire Department OCFA/FSP

## Analysis

2

### Background

Key Operational Issues Garden Grove Fire Department is Facing:

1. **Paramedic Response Times**
2. **Retention & Recruitment**
3. **Public Safety Infrastructure**

These issues were identified in the 2016 Fire Department Deployment Report.

# Fire Department OCFA/FSP

## Analysis

3

Fire department staff reviewed the Fire Service Proposal from OCFA and determined the following:

1. Paramedic Response Times
  - ▶ Paramedic response times would improve with the proposed redeployment of staffing by providing 2 trained Paramedics at each fire station
  - ▶ The replacement of 1 engine company with a truck company would also improve truck services in the western part of town

# Fire Department OCFA/FSP

## Analysis

4

### 2. Retention & Recruitment

- ▶ *The OCFA does not have the same issues recruiting new firefighters and paramedics due to their competitive position in the workforce*

### 3. Public Safety Infrastructure

- ▶ *The OCFA FSP lays out the start of a strategic road map to deal with the city's current aging infrastructure*

# Fire Department OCFA/FSP

## Analysis

5

### Findings

- ▶ After reviewing the OCFA FSP, no negative operational impacts were found for the fire/paramedic service to the citizens of Garden Grove
- ▶ The FSP embraces many of the recommendations within the 2016 Fire Department Deployment Report
- ▶ Paramedic response times are improved with the redeployment of paramedics/firefighters, as recommended in the FSP
- ▶ Truck company service is improved on the west side of the city with the proposed FSP

# Side By Side Analysis

## Daily Equipment & Staffing

6

### CURRENT (29/FF)

#### 7 Fire Stations

#### 9 Pieces of Equipment

- ▶ 7 Engines
- ▶ 1 Truck
- ▶ 1 Squad
- ▶ 1 Battalion Chief
- ▶ 8 Captains
- ▶ 8 Engineers
- ▶ 12 Firefighters
- ▶ \*10 Certified Paramedics

### OCFA/FSP (29/FF)

#### 7 Fire Stations

#### 7 Pieces of Equipment

- ▶ 5 Engines
- ▶ 2 Trucks
- ▶ 1 Battalion Chief
- ▶ 7 Captains
- ▶ 7 Engineers
- ▶ 14 Firefighters
- ▶ \*14 Certified paramedics

# Daily Paramedics Staffing

7

| <u>STATION</u> | <u>CURRENT *10/PM</u>   | <u>OCFA/FSP *14/PM</u>          |
|----------------|---|---------------------------------|
| 1              | 1 BC (1.0)<br>1 Engine (3.0)<br>1 Truck (3.0)<br>1 Squad (2.0) *2PM | 1 BC (1.0)<br>1 Truck (4.0)*2PM |
| 2              | 1 Engine (4.0)*2PM  | 1 Engine (4.0)*2PM              |
| 3              | 1 Engine (3.0)*1PM  | 1 Engine (4.0)*2PM              |
| 4              | 1 Engine (3.0)*1PM  | 1 Engine (4.0)*2PM              |
| 5              | 1 Engine (4.0)*2PM  | 1 Truck (4.0)*2PM               |
| 6              | 1 Engine (3.0)*1PM  | 1 Engine (4.0)*2PM              |
| 7              | 1 Engine (3.0)*1PM  | 1 Engine (4.0)*2PM              |



# Questions

# Garden Grove Fire Department

9

- ▶ FY 2018-19 Adopted Budget (June 2017)
  - ▶ \$25,122,000
    - ▶ All Salaries & Benefits
    - ▶ Contracts
    - ▶ Commodities
    - ▶ Equipment Pool, Telephones, Computers, etc.
  - ▶ Staffing
    - ▶ 84 Current Full-Time Sworn Employees, 4 Constant Manning Positions
      - ▶ 8 Vacant Positions
    - ▶ 5 Full-Time Non-Sworn Employees
      - ▶ Department Secretary, Fiscal Analyst, Sr. Fire Protection Specialist, Fire Prevention Tech
      - ▶ Public Works Fire Engine Mechanic
    - ▶ 4 Part-Time Employees
      - ▶ 2 Interns, Clerical Assistant, Fire Prevention Tech
  - ▶ Equipment Maintenance
  - ▶ 7 Fire Stations

# OCFA CONTRACT PROPOSAL

- ▶ Contract Proposal Cost - \$22,191,928
  - ▶ Capped at 4.5% Annually
  - ▶ Recapture Clause
  - ▶ Average increase 2.92%
- ▶ Option to Withdraw Every 10 Years (Year 2030)
- ▶ Personnel
- ▶ Equipment Maintenance & Replacement
- ▶ Routine Station Maintenance
- ▶ Plan Check Services
- ▶ Administration
- ▶ 1 Member on the OCFA Board of Directors

# PERSONNEL

11

- ▶ All 84 Sworn Employees Will Be Offered Positions
  - ▶ Pre-employment Check
    - ▶ Medical/Physical Examination
    - ▶ Livescan
    - ▶ CA DMV Check
    - ▶ City Responsible for Employees Who Do Not Pass Pre-Employment
  - ▶ 7 Potential Demotions (may have some flexibility with OCFA)
- ▶ 5 Non-Sworn Employees
  - ▶ Requires Application through OCFA if Positions Available (may have some flexibility with OCFA)
- ▶ 4 Part-Time Employees
  - ▶ Requires Application through OCFA if Positions Available

# Sworn Positions

12

| Position                 | OCFA Proposal | Current Filled<br>GG Positions | Vacancies |
|--------------------------|---------------|--------------------------------|-----------|
| Fire Chief               | 0             | 1                              | 0         |
| Fire Division Chief      | 0             | 2                              | 0         |
| Battalion Chief          | 3             | 3                              | 0         |
| Fire Captains            | 20            | 24                             | 2         |
| Fire Apparatus Engineers | 18            | 22                             | 2         |
| Firefighter/Paramedics   | 36            | 32                             | 4         |
| <b>Total</b>             | <b>77</b>     | <b>84</b>                      | <b>8</b>  |

# Non-Sworn Positions

13

| Position                          | OCFA Proposal | Current GG Positions |
|-----------------------------------|---------------|----------------------|
| Department Secretary              | 0             | 1                    |
| Senior Fire Protection Specialist | 0             | 1                    |
| Fire Prevention Tech              | 0             | 1                    |
| Fire Apparatus Mechanic (PW)      | 0             | 1                    |
| Fiscal Analyst                    | 0             | 1                    |
| <b>Total Full-Time</b>            | <b>0</b>      | <b>5</b>             |
| Part-Time Fire Prevention         | 0             | 1                    |
| Part-Time Clerical Assistant      | 0             | 1                    |
| Intern                            | 0             | 2                    |
| <b>Total Part-Time</b>            | <b>0</b>      | <b>4</b>             |

# Facilities

14

- ▶ OCFA Leasing of Facilities
  - ▶ 7 Stations
  - ▶ \$1.00 Per Year for Each Facility
  - ▶ Normal Daily Maintenance Operations
  - ▶ Utilities
- ▶ City Remains Responsible For:
  - ▶ Revolving Facility Account \$15,000 Per Station (\$105,000)
    - ▶ Repairs Over \$1,000
    - ▶ To Be Replenished Annually
  - ▶ Capital Improvements
    - ▶ Repairs Over \$15,000
  - ▶ Hazard Issues (i.e. fuel tanks)
  - ▶ Property Insurance

# Equipment

15

- ▶ Equipment Will Be Leased to OCFA At No Cost
  - ▶ 6 Type 1 Engines
  - ▶ 1 Battalion Chief Vehicle
  - ▶ 1 Battalion Utility
  - ▶ 1 Truck Company
  - ▶ 1 Air Light Unit
- ▶ OCFA Will Provide Maintenance of Vehicles
- ▶ Contract Cost Includes Vehicle Replacement
- ▶ Remaining City Equipment May Be Sold (Est. Value \$190,000)



# Additional Costs

16

- ▶ Start-Up Costs \$1,136,225
- ▶ Payment Over 5 Years

| Description                         | Start-Up Cost      |
|-------------------------------------|--------------------|
| Service Center (Equipment/Uniforms) | \$309,661          |
| Personnel Costs                     | \$152,650          |
| Fleet Services                      | \$20,800           |
| Communications/IT                   | \$293,146          |
| Facilities                          | \$156,500          |
| EMS                                 | \$203,468          |
| <b>Total</b>                        | <b>\$1,136,225</b> |
| <b>Amortized Over 5 Years</b>       | <b>\$227,245</b>   |

# Additional Costs

17

- ▶ One-Time
  - ▶ Capital Improvement Requirements
    - ▶ \$357,000
  - ▶ Asbestos Certification
    - ▶ \$20,740

# Ongoing City Costs

18

- ▶ Pension Obligation (Pre-OCFA Unfunded Liability )
- ▶ Retiree Medical Premium Contribution
- ▶ Workers' Compensation Claims
- ▶ Records Management
- ▶ Weed Abatement
- ▶ Potential Need for 1 Additional Full-Time Staff:
  - ▶ Emergency Operations Coordination
  - ▶ Training/Compliance
  - ▶ Management of Ambulance Contract
  - ▶ Records Requests Before Transition

# Other Savings

19

- ▶ Daily Facility Maintenance
  - ▶ Utilities
- ▶ Insurance Premiums
  - ▶ General Liability - \$30,000
  - ▶ Workers' Compensation - \$70,000

# OCFA Proposal Projected Savings

20

| OCFA Estimated Savings       | FY 2018-19       | FY 2019-20       | FY 2020-21       | FY 2021-22       |
|------------------------------|------------------|------------------|------------------|------------------|
| Annual Contract              | 22,592,221       | 23,608,870       | 24,671,258       | 25,781,464       |
| City Budget                  | 25,122,000       | 25,912,000       | 26,816,000       | 27,339,000       |
| <b>OCFA Proposed Savings</b> | <b>2,529,779</b> | <b>2,303,129</b> | <b>2,144,730</b> | <b>1,557,523</b> |

OCFA Proposal, Page 7

# Cost Analysis (Est. 2.92% Per Year)

21

|   | FY 2018-19         | FY 2019-20         | FY 2020-21         | FY 2021-22         |
|---|--------------------|--------------------|--------------------|--------------------|
| Annual Contract (2.92%)                                 | 22,191,928         | 22,839,932         | 23,506,858         | 24,193,259         |
| Annual Facility Revolving Fund (\$15,000 x 7)           | 105,000            | 105,000            | 105,000            | 105,000            |
| Equipment Replacement (3% Per OCFA)                     | 295,293            | 304,152            | 313,276            | 322,675            |
| Start -Up (0%, 5 Years, \$1,136,225)                    | 227,245            | 227,245            | 227,245            | 227,245            |
| Capital Improvements Required                           | 357,000            | 0                  | 0                  | 0                  |
| Asbestos Certification                                  | 20,740             | 0                  | 0                  | 0                  |
| <b>Total OCFA Estimated Contract Costs</b>              | <b>23,197,206</b>  | <b>23,476,329</b>  | <b>24,152,380</b>  | <b>24,848,178</b>  |
| City Continuation of Services Not Included In OCFA      |                    |                    |                    |                    |
| Add Position for EOC Management                         | 175,000            | 178,500            | 182,070            | 185,711            |
| Hazmat Clean Up (Ocean Blue)                            | 57,000             | 57,000             | 57,000             | 57,000             |
| Records Management                                      | 38,718             | 13,718             | 13,718             | 13,718             |
| <b>Total Additional Services</b>                        | <b>270,718</b>     | <b>249,218</b>     | <b>252,788</b>     | <b>256,429</b>     |
| <b>Pension Obligation (Pre-OCFA Unfunded Liability)</b> | <b>3,545,268</b>   | <b>4,189,251</b>   | <b>4,672,032</b>   | <b>5,284,172</b>   |
| <b>Retired Medical Premium Contribution</b>             | <b>83,928</b>      | <b>86,026</b>      | <b>88,177</b>      | <b>90,381</b>      |
| <b>Total Cost for Fire Services with OCFA</b>           | <b>27,097,120</b>  | <b>28,000,824</b>  | <b>29,165,377</b>  | <b>30,479,161</b>  |
| City Budget (2.92% Increase)                            | 25,122,000         | 25,855,562         | 26,610,545         | 27,387,573         |
| Fire Dept Revenue                                       | 150,000            | 153,000            | 156,060            | 159,181            |
| <b>Net Cost of Fire Dept with City</b>                  | <b>24,972,000</b>  | <b>25,702,562</b>  | <b>26,454,485</b>  | <b>27,228,392</b>  |
| <b>Estimated Savings / (Additional Costs)</b>           | <b>(2,125,120)</b> | <b>(2,298,262)</b> | <b>(2,710,892)</b> | <b>(3,250,769)</b> |
| Additional Savings: Insurance Premiums                  | 100,000            | 110,000            | 121,000            | 133,100            |
| Annual Facility Maintenance Savings                     | 105,000            | 105,000            | 105,000            | 105,000            |
| Utilities   | 88,012             | 90,652             | 93,372             | 96,173             |
| One time Sell Off of Fire Equipment                     | 190,000            | 0                  | 0                  | 0                  |
| <b>Total Projected Savings / (Additional Costs)</b>     | <b>(1,642,108)</b> | <b>(1,992,609)</b> | <b>(2,391,520)</b> | <b>(2,916,496)</b> |

# Cost Analysis (cont.)

22

|   | FY 2022-23         | FY 2023-24         | FY 2024-25         | FY 2025-26         | FY 2026-27         | FY 2027-28         |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Contract (2.92%)                             | 24,899,702         | 25,626,773         | 26,375,075         | 27,145,227         | 27,937,868         | 28,753,653         |
| Annual Facility Revolving Fund (\$15,000 x 7)       | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            |
| Equipment Replacement (3% Per OCFA)                 | 332,355            | 342,326            | 352,595            | 363,173            | 374,068            | 385,290            |
| Start-Up (0%, 5 Years, \$1,136,225)                 | 227,245            | 0                  | 0                  | 0                  | 0                  | 0                  |
| Capital Improvements Required                       | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| Asbestos Certification                              | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| <b>Total OCFA Estimated Contract Costs</b>          | <b>25,564,302</b>  | <b>26,074,099</b>  | <b>26,832,670</b>  | <b>27,613,400</b>  | <b>28,416,936</b>  | <b>29,243,944</b>  |
| City Continuation of Services Not Included In OCFA  |                    |                    |                    |                    |                    |                    |
| Add Position for EOC Management                     | 189,426            | 193,214            | 197,078            | 201,020            | 205,040            | 209,141            |
| Hazmat Clean Up (Ocean Blue)                        | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             |
| Records Management                                  | 13,718             | 13,718             | -                  | -                  | -                  | -                  |
| <b>Total Additional Services</b>                    | <b>260,144</b>     | <b>263,932</b>     | <b>254,078</b>     | <b>258,020</b>     | <b>262,040</b>     | <b>266,141</b>     |
| Pension Obligation (Pre-OCFA Unfunded Liability)    | 5,816,364          | 6,195,177          | 6,520,806          | 6,029,900          | 6,210,798          | 6,397,122          |
| Retired Medical Premium Contribution                | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            |
| <b>Total Cost for Fire Services with OCFA</b>       | <b>31,733,450</b>  | <b>32,628,165</b>  | <b>33,704,885</b>  | <b>34,001,084</b>  | <b>34,992,033</b>  | <b>36,012,021</b>  |
| City Budget (2.92% Increase)                        | 28,187,290         | 29,010,359         | 29,857,461         | 30,729,299         | 31,626,595         | 32,550,091         |
| Fire Dept Revenue                                   | 162,365            | 165,612            | 168,924            | 172,303            | 175,749            | 179,264            |
| <b>Net Cost of Fire Dept with City</b>              | <b>28,024,925</b>  | <b>28,844,747</b>  | <b>29,688,537</b>  | <b>30,556,996</b>  | <b>31,450,846</b>  | <b>32,370,827</b>  |
| <b>Estimated Savings / (Additional Costs)</b>       | <b>(3,708,525)</b> | <b>(3,783,418)</b> | <b>(4,016,348)</b> | <b>(3,444,088)</b> | <b>(3,541,187)</b> | <b>(3,641,194)</b> |
| Additional Savings: Insurance Premiums              | 146,410            | 161,051            | 177,156            | 194,872            | 214,359            | 235,795            |
| Annual Facility Maintenance Savings                 | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            |
| Utilities   | 99,058             | 102,030            | 105,091            | 108,244            | 111,491            | 114,836            |
| One time Sell Off of Fire Equipment                 | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| <b>Total Projected Savings / (Additional Costs)</b> | <b>(3,358,057)</b> | <b>(3,415,337)</b> | <b>(3,629,101)</b> | <b>(3,035,973)</b> | <b>(3,110,337)</b> | <b>(3,185,564)</b> |

# Cost Analysis (Est. 4.5% Per Year)

|   | FY 2018-19         | FY 2019-20         | FY 2020-21         | FY 2021-22         |
|---|--------------------|--------------------|--------------------|--------------------|
| Annual Contract (4.5%)                              | 22,191,928         | 23,190,565         | 24,234,140         | 25,324,676         |
| Annual Facility Revolving Fund (\$15,000 x 7)       | 105,000            | 105,000            | 105,000            | 105,000            |
| Equipment Replacement (3% Per OCFA)                 | 295,293            | 304,152            | 313,276            | 322,675            |
| Start - Up (0%, 5 Years, \$1,136,225)               | 227,245            | 227,245            | 227,245            | 227,245            |
| Capital Improvements Required                       | 357,000            | 0                  | 0                  | 0                  |
| Asbestos Certification                              | 20,740             | 0                  | 0                  | 0                  |
| <b>Total OCFA Estimated Contract Costs</b>          | <b>23,197,206</b>  | <b>23,826,962</b>  | <b>24,879,662</b>  | <b>25,979,596</b>  |
| City Continuation of Services Not Included In OCFA  |                    |                    |                    |                    |
| Add Position for EOC Management                     | 175,000            | 178,500            | 182,070            | 185,711            |
| Hazmat Clean Up (Ocean Blue)                        | 57,000             | 57,000             | 57,000             | 57,000             |
| Records Management                                  | 38,718             | 13,718             | 13,718             | 13,718             |
| <b>Total Additional Services</b>                    | <b>270,718</b>     | <b>249,218</b>     | <b>252,788</b>     | <b>256,429</b>     |
| Pension Obligation (Pre-OCFA Unfunded Liability)    | 3,545,268          | 4,189,251          | 4,672,032          | 5,284,172          |
| Retired Medical Premium Contribution                | 83,928             | 86,026             | 88,177             | 90,381             |
| <b>Total Cost for Fire Services with OCFA</b>       | <b>27,097,120</b>  | <b>28,351,457</b>  | <b>29,892,658</b>  | <b>31,610,579</b>  |
| City Budget (4.5% Increase)                         | 25,122,000         | 26,252,490         | 27,433,852         | 28,668,375         |
| Fire Dept Revenue (3 Year Average)                  | 150,000            | 153,000            | 156,060            | 159,181            |
| <b>Net Cost of Fire Dept with City</b>              | <b>24,972,000</b>  | <b>26,099,490</b>  | <b>27,277,792</b>  | <b>28,509,194</b>  |
| <b>Estimated Savings / (Additional Costs)</b>       | <b>(2,125,120)</b> | <b>(2,251,967)</b> | <b>(2,614,866)</b> | <b>(3,101,385)</b> |
| Additional Savings: Insurance Premiums              | 100,000            | 110,000            | 121,000            | 133,100            |
| Annual Facility Maintenance Savings                 | 105,000            | 105,000            | 105,000            | 105,000            |
| Utilities   | 88,012             | 90,652             | 93,372             | 96,173             |
| One time Sell Off of Fire Equipment                 | 190,000            | 0                  | 0                  | 0                  |
| <b>Total Projected Savings / (Additional Costs)</b> | <b>(1,642,108)</b> | <b>(1,946,314)</b> | <b>(2,295,494)</b> | <b>(2,767,111)</b> |



# Cost Analysis (cont.)

24

|   | FY 2022-23         | FY 2023-24         | FY 2024-25         | FY 2025-26         | FY 2026-27         | FY 2027-28         |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Annual Contract (4.5%)                              | 26,464,287         | 27,655,180         | 28,899,663         | 30,200,148         | 31,559,154         | 32,979,316         |
| Annual Facility Revolving Fund (\$15,000 x 7)       | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            |
| Equipment Replacement (3% Per OCFA)                 | 332,355            | 342,326            | 352,595            | 363,173            | 374,068            | 385,290            |
| Start - Up (0%, 5 Years, \$1,136,225)               | 227,245            | 0                  | 0                  | 0                  | 0                  | 0                  |
| Capital Improvements Required                       | 0                  | 0                  | -                  | -                  | -                  | -                  |
| Asbestos Certification                              | 0                  | 0                  | -                  | -                  | -                  | -                  |
| <b>Total OCFA Estimated Contract Costs</b>          | <b>27,128,887</b>  | <b>28,102,505</b>  | <b>29,357,258</b>  | <b>30,668,321</b>  | <b>32,038,223</b>  | <b>33,469,607</b>  |
| City Continuation of Services Not Included In OCFA  |                    |                    |                    |                    |                    |                    |
| Add Position for EOC Management                     | 189,426            | 193,214            | 197,078            | 201,020            | 205,040            | 209,141            |
| Hazmat Clean Up (Ocean Blue)                        | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             |
| Records Management                                  | 13,718             | 13,718             | -                  | -                  | -                  | -                  |
| <b>Total Additional Services</b>                    | <b>260,144</b>     | <b>263,932</b>     | <b>254,078</b>     | <b>258,020</b>     | <b>262,040</b>     | <b>266,141</b>     |
| Pension Obligation (Pre-OCFA Unfunded Liability)    | 5,816,364          | 6,195,177          | 6,520,806          | 6,029,900          | 6,210,798          | 6,397,122          |
| Retired Medical Premium Contribution                | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            |
| <b>Total Cost for Fire Services with OCFA</b>       | <b>33,298,035</b>  | <b>34,656,571</b>  | <b>36,229,473</b>  | <b>37,056,005</b>  | <b>38,613,320</b>  | <b>40,237,684</b>  |
| City Budget (4.5% Increase)                         | 29,958,452         | 31,306,583         | 32,715,379         | 34,187,571         | 35,726,012         | 37,333,682         |
| Fire Dept Revenue (3 Year Average)                  | 162,365            | 165,612            | 168,924            | 172,303            | 175,749            | 179,264            |
| <b>Net Cost of Fire Dept with City</b>              | <b>29,796,087</b>  | <b>31,140,971</b>  | <b>32,546,454</b>  | <b>34,015,268</b>  | <b>35,550,263</b>  | <b>37,154,418</b>  |
| <b>Estimated Savings / (Additional Costs)</b>       | <b>(3,501,948)</b> | <b>(3,515,601)</b> | <b>(3,683,019)</b> | <b>(3,040,737)</b> | <b>(3,063,057)</b> | <b>(3,083,266)</b> |
| Additional Savings: Insurance Premiums              | 146,410            | 161,051            | 177,156            | 194,872            | 214,359            | 235,795            |
| Annual Facility Maintenance Savings                 | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            |
| Utilities   | 99,058             | 102,030            | 105,091            | 108,244            | 111,491            | 114,836            |
| One time Sell Off of Fire Equipment                 | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  |
| <b>Total Projected Savings / (Additional Costs)</b> | <b>(3,151,479)</b> | <b>(3,147,520)</b> | <b>(3,295,772)</b> | <b>(2,632,622)</b> | <b>(2,632,207)</b> | <b>(2,627,636)</b> |

# Impact on City Services

25

- ▶ Building/Plan Check
- ▶ Increase in Fees for Plan Check and Permits
- ▶ Emergency Coordination
- ▶ Tactical Emergency Medical Support (TEMS)
- ▶ Citizen Emergency Response Team Program (CERT)
- ▶ Community Services
  - ▶ Special Events
  - ▶ Non Profit Event Sponsorships

# QUESTIONS?

DISCUSSION ON THE ORANGE COUNTY FIRE AUTHORITY PROPOSAL TO PROVIDE  
FIRE SERVICES FOR THE CITY OF GARDEN GROVE (F: 61.1)

Any proposed actions for this matter will be brought back to a Regular City Council Meeting for action.

# Study Session

Fire Department Operational Analysis

# Background/Timeline

In 2016, City Council was provided a Deployment Report by Fire staff that identified deficiencies in emergency response and recommendations to improve the current paramedic deployment.

On 3/22/2018, OCFA presented a Fire Service Proposal for complete fire services to City Council.

The OCFA proposal included many of the recommendations found in the GGFD 2016 Deployment Report.

Following the City Staff presentation on 7/10/2018, City Council directed City & Fire Department staff to provide more comparable data for a future study session

# Garden Grove Fire Services General Needs Assessment

## **Background**

Key Operational Issues Garden Grove Fire Department is Facing

1. Paramedic Response Times
2. Retention & Recruitment
3. Public Safety Infrastructure

# Community Risk

**The City of Garden Grove's major risk are similar to any city in the urban area (center of the County).**

## General Daily Risk:

- Building fires
- Medical emergencies
- Transportation emergencies
- Hazardous materials incidents
- Human events

## Natural Hazard Risk:

- Flooding
- Earthquakes
- Storms



# Comparison Analysis

**In an effort to provide comparative data, the following deployment models were evaluated for:**

- Operational Effectiveness
- Risk & Benefit

## **The Deployment models evaluated :**

- Current GGFD Deployment
- Comparable to OCFA Deployment (applies to apples)
- OCFA/FSP

**The key goal is to achieve improved paramedic response times.**

# Apples to Apples Comparison

- When comparing the OCFA/FSP to an equal GGFD Deployment, it is important to understand that several factors need to be considered:
- Deployment of Resources
  - Similar/Same deployment of Engines, Trucks, or Quints
- Retention & Recruitment
  - Retention steps that will ensure that firefighter/paramedics are competitively compensated within the job market
  - Recruitment steps that will ensure we can hire the best entry-level Firefighter/Paramedics

# Data Points

- 6-Minute-Total Paramedic Response Time Breakdown
    - Dispatch Time (Target 105 Seconds) (April-June 67 Seconds)
    - Turn-Out Time (60 Seconds)
    - Drive Time (195 Seconds) or 3.25 minutes
- \*4 Minutes is used for drive time analysis (6:11)

Fractal Measurement Goal: Achieve response times 90% of the time

*Data from Metro Net Communications*

# Performance Standards NFPA 1710

- **First Unit On Scene (FUOS)**
  - 6 Minutes Total or 4 Minutes Drive Time
  - 90 % Fractal Measurement NOT Average
- **Effective EMS Force (EEMSF)**
  - 8 Minutes Total
  - 90% Fractal Measurement NOT Average
- **Effective Fire Force (EFF)**
  - 8 Minutes Total
  - 90% Fractal Measurement NOT Average
- **Paramedic Override Tax (POT)**
  - 5 Minute Average

# Daily Staffing Comparison All Models (29 On-Duty)

| #1 Current GGFD         |        |         |              |
|-------------------------|--------|---------|--------------|
| 7 Fire Stations         |        |         |              |
| 9 Pieces of Equipment   |        |         |              |
| • 7 Engines             |        |         |              |
| • 1 Truck               |        |         |              |
| • 1 PM Squad            |        |         |              |
| • 1 Battalion Chief     |        |         |              |
| • 8 Captains            |        |         |              |
| • 8 Engineers           |        |         |              |
| • 12 Firefighters       |        |         |              |
| 10 Certified Paramedics |        |         |              |
| FUOS                    | 65%    | Average | 3:47         |
| EEMS                    | 28.20% | Average | 4:29         |
| EFF                     | 30%    | Average | 8:05         |
| POT                     |        |         | Average 4:22 |

| #2 Comparable GGFD      |     |         |              |
|-------------------------|-----|---------|--------------|
| 7 Fire Stations         |     |         |              |
| 7 Pieces of Equipment   |     |         |              |
| • 5 Engines             |     |         |              |
| • 2 Quints              |     |         |              |
| • 1 Battalion Chief     |     |         |              |
| • 7 Captains            |     |         |              |
| • 7 Engineers           |     |         |              |
| • 14 Firefighters       |     |         |              |
| 14 Certified Paramedics |     |         |              |
| FUOS                    | 63% | Average | 3:50         |
| EEMS                    | 63% | Average | 3:50         |
| EFF                     | 90% | Average | 6:09         |
| POT                     |     |         | Average 3:50 |

| #3 OCFA FSP             |     |         |              |
|-------------------------|-----|---------|--------------|
| 7 Fire Stations         |     |         |              |
| 7 Pieces of Equipment   |     |         |              |
| • 5 Engines             |     |         |              |
| • 2 Quints              |     |         |              |
| • 1 Battalion Chief     |     |         |              |
| • 7 Captains            |     |         |              |
| • 7 Engineers           |     |         |              |
| • 14 Firefighters       |     |         |              |
| 14 Certified Paramedics |     |         |              |
| FUOS                    | 63% | Average | 3:50         |
| EEMS                    | 63% | Average | 3:50         |
| EFF                     | 90% | Average | 6:09         |
| POT                     |     |         | Average 3:50 |

# Apples to Apples Daily Equipment & Staffing

## #2 GGFD (29/FF)

### 7 Fire Stations

### 7 Pieces of Equipment

- 5 Engines
- 2 Quints
- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

- \*14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

## #3 OCFA/FSP (29/FF)

### 7 Fire Stations

### 7 Pieces of Equipment

- 5 Engines
- 2 Quints
- 1 Battalion Chief
- 7 Captains
- 7 Engineers
- 14 Firefighters

- \*14 Certified Paramedics

FUOS (2PM) EEMS 63% Average 3:50

# Apples To Apples Equipment & Paramedic Daily Staffing

| <u>STATION</u> | <u>#2 GGFD *14/PM</u>           | <u>#3 OCFA/FSP*14/PM</u>        |
|----------------|---------------------------------|---------------------------------|
| 1              | 1 BC (1.0)<br>1 Quint (4.0)*2pm | 1 BC (1.0)<br>1 Quint (4.0)*2pm |
| 2              |                                 |                                 |
| 3              | 1 Engine (4.0)*2PM              | 1 Engine (4.0)*2PM              |
| 4              | 1 Engine (4.0)*2PM              | 1 Engine (4.0)*2PM              |
| 5              | 1 Engine (4.0)*2PM              | 1 Engine (4.0)*2PM              |
| 6              | 1 Quint (4.0)*2PM               | 1 Quint (4.0)*2PM               |
| 7              | 1 Engine (4.0)*2PM              | 1 Engine (4.0)*2PM              |
|                | 1 Engine (4.0)*2PM              | 1 Engine (4.0)*2PM              |

# Regional Integration & Common Approach

For decades, the Orange County Fire Services (local Fire & OCFA) have worked together to provide the best fire service to all the citizens in the county.

## Examples of this Collaboration;

- AVL Dispatch
- Cad-to-Cad Integration
- Criteria Based Dispatch (CBD)
- Regional Annexes and Operational Plans
- Auto Aid (No jurisdiction boundary approach)
- Station Move Ups



# Paramedic Oversight

## #2 GGFD Comparable Deployment

### Paramedic Coordinator

- Reclassification of Captain Training Officer to Battalion Chief Training/EMS

### Nurse Educator/CQI

- Nurse Coordinator provided by CARE Ambulance, by contract agreement.

## #3 OCFA/FSP Deployment

### Paramedic Coordinator

- Included in FSP Nurse Educator/CQI
- Included in FSP

# Risk Benefit Analysis

# #1 Current GGFD Deployment (Risk/Benefit)

| Benefits                       |  |
|--------------------------------|--|
| <u>Response Times</u>          | <ul style="list-style-type: none"> <li>• No Improvement</li> </ul> |
| <u>Retention / Recruitment</u> | <ul style="list-style-type: none"> <li>• No Improvement</li> </ul> |
| <u>Infrastructure</u>          | <ul style="list-style-type: none"> <li>• No Improvement</li> </ul> |

| Risk                           |  |
|--------------------------------|--|
| <u>Response Times</u>          | <ul style="list-style-type: none"> <li>• Continued Poor Response Times               <ul style="list-style-type: none"> <li>• FUOS 65%</li> <li>• EEMS 28.20%</li> <li>• EFF 30%</li> </ul> </li> </ul>  |
| <u>Retention / Recruitment</u> | <ul style="list-style-type: none"> <li>• Challenges recruiting best entry-level employees due to entry compensation</li> <li>• Challenges of losing work force experience due to employees leaving for other better paying fire departments</li> <li>• Ongoing compensation issues affecting employee moral</li> </ul> |
| <u>Infrastructure</u>          | <ul style="list-style-type: none"> <li>• Challenges with aging infrastructure continues</li> </ul>   |

# #2 Comparable GGFD (Risk/Benefit)

| Benefits   | Risk  |
|--|---|
| <p><u>Response Times</u></p> <ul style="list-style-type: none"> <li>Improved Response Times (6 Minutes) <ul style="list-style-type: none"> <li>FUOS 63%</li> <li>EEMS 63%</li> <li>EFF 90%</li> </ul> </li> <li>All 7 Fire Stations will have 2 Paramedics</li> <li>Improved Effective Fire Force Times</li> <li>Engine company 5 upgraded to quint</li> </ul> <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> <li>Increased entry-level compensation will assist in recruiting the best new firefighter/paramedics</li> <li>Competitive compensation will assure firefighter/paramedics stay with department</li> </ul> <p><u>Infrastructure</u></p> | <p><u>Response Times</u></p> <ul style="list-style-type: none"> <li>None</li> </ul> <p><u>Retention / Recruitment</u></p> <ul style="list-style-type: none"> <li>Exact compensation cost increase is unknown. Will require negotiation process with labor.</li> </ul> <p><u>Infrastructure</u></p> <ul style="list-style-type: none"> <li>Challenges with funding for aging infrastructure</li> </ul> |

# #3 OCFA/FSP (Risk/Benefit)

| Benefits  |  |
|---|--|
| <u>Response Times</u>   |  |
| <ul style="list-style-type: none"> <li>Improved Response Times                             <ul style="list-style-type: none"> <li>FUOS 63%</li> <li>EEMS 63%</li> <li>EFF 90%</li> </ul> </li> <li>All 7 Fire Stations will have 2 Paramedics</li> <li>Improvement in Effective Fire Force Times</li> <li>Engine company 5 upgraded to Quint</li> </ul> |  |
| <u>Retention / Recruitment</u>  |  |
| Recruitment and Retention not an issue  |  |
| <u>Infrastructure</u>   |  |

| Risk   |  |
|--|--|
| <u>Response Times</u>  |  |
| <ul style="list-style-type: none"> <li>None</li> </ul>   |  |
| <u>Retention / Recruitment</u>   |  |
| <ul style="list-style-type: none"> <li>None</li> </ul>   |  |
| <u>Infrastructure</u>  |  |
| <ul style="list-style-type: none"> <li>Challenges with funding for aging infrastructure</li> </ul> |  |

# Stand Alone Truck Company

- Both the GGFD & OCFA/FSP Deployment plans eliminate the stand-alone truck company at fire station 1.
- Both the GGFD & OCFA/FSP deployment will not affect paramedic response times
- Both the GGFD & OCFA/FSP deployment may cause delays in truck-specific functions at emergency incidents such as:
  - Technical Rescues
  - Vehicle Extrications
  - Ventilation & Rescue Operations (Structure Fires)

# Questions



# OCFA PROPOSAL REVIEW

AUGUST 28, 2018



# OCFA CONTRACT PROPOSAL

- ▶ Contract Proposal Cost - \$22,191,928
  - ▶ Capped at 4.5% Annually
  - ▶ Recapture Clause
  - ▶ Average increase 2.92%
- ▶ Option to Withdraw Every 10 Years (Year 2030)
- ▶ Personnel
- ▶ Equipment Maintenance & Replacement
- ▶ Routine Station Maintenance
- ▶ Plan Check Services
- ▶ Administration
- ▶ 1 Member on the OCFA Board of Directors

# PERSONNEL

- ▶ All 84 Sworn Employees Will Be Offered Positions
  - ▶ Pre-employment Check
    - ▶ Medical/Physical Examination
    - ▶ Livescan
    - ▶ CA DMV Check
    - ▶ City Responsible for Employees Who Do Not Pass Pre-Employment
  - ▶ 7 Potential Fire Management Demotions (may have some flexibility with OCFA)
- ▶ 5 Non-Sworn Employees
  - ▶ Requires Application through OCFA if Positions Available (may have some flexibility with OCFA)
- ▶ 4 Part-Time Employees
  - ▶ Requires Application through OCFA if Positions Available

# Facilities

- ▶ OCFA Leasing of Facilities
  - ▶ 7 Stations
  - ▶ \$1.00 Per Year for Each Facility
  - ▶ Normal Daily Maintenance Operations
  - ▶ Utilities
- ▶ City Remains Responsible For:
  - ▶ Revolving Facility Account \$15,000 Per Station (\$105,000)
    - ▶ Repairs Over \$1,000
    - ▶ To Be Replenished Annually
  - ▶ Capital Improvements
    - ▶ Repairs Over \$15,000
  - ▶ Hazard Issues (i.e. fuel tanks)
  - ▶ Property Insurance

# Equipment

- ▶ Equipment Will Be Leased to OCFA At No Cost
  - ▶ 6 Type 1 Engines
  - ▶ 1 Battalion Chief Vehicle
  - ▶ 1 Battalion Utility
  - ▶ 1 Truck Company
  - ▶ 1 Air Light Unit
- ▶ OCFA Will Provide Maintenance of Vehicles
- ▶ Contract Cost Includes Vehicle Replacement
- ▶ Remaining City Equipment May Be Sold (Est. Value \$190,000)

# Additional Costs

- ▶ Asbestos Certification \$20,740
- ▶ Start-Up Costs \$1,136,225
  - ▶ Payment Over 10 Years

| Description                         |                    |
|-------------------------------------|--------------------|
| Service Center (Equipment/Uniforms) | \$309,661          |
| Personnel Costs                     | \$152,650          |
| Fleet Services                      | \$20,800           |
| Communications/IT                   | \$293,146          |
| Facilities                          | \$156,500          |
| EMS                                 | \$203,468          |
| <b>Total</b>                        | <b>\$1,136,225</b> |
| <b>Amortized Over 10 Years</b>      | <b>\$113,623</b>   |

# Ongoing City Costs

- ▶ Pension Obligation (Pre-OCFA Unfunded Liability )
- ▶ Retiree Medical Premium Contribution
- ▶ Workers' Compensation Claims
- ▶ Records Management
- ▶ Weed Abatement
- ▶ Potential Need for 1 Additional Full-Time Staff:
  - ▶ Emergency Operations Coordination
  - ▶ Training/Compliance
  - ▶ Management of Ambulance Contract
  - ▶ Records Requests Before Transition

# Other Savings

- ▶ Daily Facility Maintenance
  - ▶ Utilities
- ▶ Insurance Premiums
  - ▶ General Liability - \$30,000
  - ▶ Workers' Compensation - \$70,000

# Impact on City Services

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- ▶ Risks Include Loss of Budgetary Control
- ▶ Building/Plan Check Services
- ▶ Increase in Fees for Plan Check, Permits, and Fire Inspections
- ▶ Emergency Coordination (EOC Planning, Training, etc. if Position is not funded)
- ▶ Tactical Emergency Medical Support (TEMS)
- ▶ Citizen Emergency Response Team Program (CERT)
- ▶ Community Services
  - ▶ Special Events (Planning/Logistics)
  - ▶ Non Profit Event Sponsorships



# OCFA Cap & Recapture Provision

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- ▶ The annual cap is 4.5%
- ▶ When OCFA cost increases exceed the cap, the cash city is protected, but that means that OCFA is no longer recovering its full cost of service
- ▶ The recapture provision allows OCFA to eventually bring the annual charge up to a cost recovery level, but never allows OCFA to recover prior year costs that were less than full cost recovery
- ▶ The chart to the right demonstrates how this cap and recapture provision work

(Slide Provided by OCFA)

| Contract Year | Recapture Bank          |                                  |                |
|---------------|-------------------------|----------------------------------|----------------|
|               | Increase to OCFA Budget | Increase to Cash Contract Charge | Recapture Bank |
| 1             | 3.25%                   | 3.25%                            |                |
| 2             | 3.25%                   | 3.25%                            |                |
| 3             | 5.50%                   | 4.50%                            | +1.0%          |
| 4             | 3.50%                   | 4.50%                            | -1.0%          |
| 5             | 4.00%                   | 4.00%                            |                |

# Changes in Assumptions

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- ▶ City Budget Adjustment
  - ▶ Council Approved Amendment June 2018 (Includes Budget Reductions & Elimination of 1 Full-Time Department Secretary Position)
  - ▶ Itemizes Unfunded Liability, Labor, and Other Operating Costs
- ▶ Start-Up Costs
  - ▶ 5-Year to 10-Year Amortization
- ▶ Proposal Cost Offset (\$75,000)
- ▶ Capital Improvement Costs
  - ▶ Not Required in 1<sup>st</sup> Year
  - ▶ Improvements Require Future Agreement with City
- ▶ Vehicle Replacement Savings
- ▶ Adjustment to Pension Obligation (Valuation Report - August 2018)
- ▶ Assumes Additional Labor & Operating Cost Increases
- ▶ Comparison of Costs to OCFA's Deployment Model

# Deployment Cost Comparisons

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|                       | Scenario #1<br>Current GG              |                    |                     | Scenario #2<br>Comparable GGFD                            |                                       |  | Scenario #3<br>Contract with OCFA                            |            |
|-----------------------|--|--------------------|---------------------|---|---------------------------------------|--|--|------------|
|                       | Current GG<br>Post List                | Auth<br>Current GG | Total<br>Current GG | Number of<br>Positions<br>IOGFA<br>Proposal<br>Deployment | Estimated Cost<br>Using OCFA<br>Model |  | TOTAL COST OF FIRE<br>SERVICES IF<br>CONTRACTED WITH<br>OCFA |            |
| ADMIN                 | FY 18-19<br>Avg. Tot<br>Comp           |                    |                     |   |                                       |  |  |            |
|                       | Description:                           |                    |                     |   |                                       |  |  |            |
|                       | Department Secretary                   | 1                  | 102,675             | 1   | 102,675                               |  |  |            |
|                       | Public Safety Fiscal Analyst           | 1                  | 117,135             | 1   | 117,135                               |  |  |            |
|                       | Sr. Fire Protection Specialist         | 2                  | 140,610             | 2   | 281,220                               |  |  |            |
|                       | Fire Chief                             | 1                  | 394,767             | 1   | 394,767                               |  |  |            |
|                       | Fire Division Chief                    | 2                  | 280,668             | 2   | 561,336                               |  |  |            |
| FRONT-LINE            | Fire Battalion Chief (Training)        | 0                  | 248,782             | 0   | 248,782                               |  |  |            |
|                       | Fire Captain (Deputy Fire Marshall)    | 2                  | 217,311             | 2   | 434,622                               |  |  |            |
|                       | Fire Battalion Chief                   | 3                  | 248,782             | 3   | 746,346                               |  |  |            |
|                       | Fire Captain                           | 24                 | 217,311             | 24  | 5,215,464                             |  |  |            |
|                       | Fire Engineer                          | 24                 | 185,770             | 24  | 4,458,480                             |  |  |            |
|                       | Firefighter (Constant Manning)         | 4                  | 120,191             | 4   | 480,764                               |  |  |            |
|                       | Firefighter                            | 6                  | 133,595             | 6   | 801,570                               |  |  |            |
| OTHER OPERATING COSTS | Firefighter/Paramedic                  | 30                 | 161,086             | 30  | 4,832,580                             |  |  |            |
|                       | Total Full-Time Labor Cost             | 100                | 18,421,959          | 100   | 18,375,649                            |  |  | N/A        |
|                       | Part-Time                              |                    | 58,281              |   | 58,281                                |  |  |            |
|                       | Over Time                              |                    | 2,439,977           |   | 2,439,977                             |  |  |            |
|                       | Other Costs                            |                    |                     |   |                                       |  |  |            |
|                       | Contractuals                           |                    | 1,222,407           |   | 1,222,407                             |  |  |            |
|                       | Commodities                            |                    | 438,910             |   | 438,910                               |  |  |            |
| ADDITIONAL EQUIPMENT  | Tel/Beeper                             |                    | 82,701              |   | 82,701                                |  |  |            |
|                       | Equip Pool Rental                      |                    | 1,772,611           |   | 1,772,611                             |  |  |            |
|                       | Stores Non Stock                       |                    | 16,211              |   | 16,211                                |  |  |            |
|                       | Info Systems                           |                    | 130,166             |   | 130,166                               |  |  |            |
|                       | Insurance Lib/Prop                     |                    | 99,034              |   | 99,034                                |  |  |            |
|                       | Capital Outlay                         |                    | 178,200             |   | 178,200                               |  |  |            |
|                       | Subtotal                               |                    | 6,439,398           |   | 6,439,398                             |  |  |            |
| ADDITIONAL            | Labor & Other Operating Costs          |                    | 24,861,357          |   | 24,815,047                            |  |  | 22,296,928 |
|                       | Addition of a Quint                    |                    | N/A                 |   | 134,272                               |  |  |            |
|                       | Equip Rental Rate for Quint            |                    | N/A                 |   | 165,000                               |  |  |            |
|                       | Less 1 Squad (#880 Annual Rate)        |                    | N/A                 |   | (45,228)                              |  |  |            |
|                       | Less 2 Engines (#555, 556 Annual Rate) |                    | N/A                 |   | (225,510)                             |  |  |            |
|                       | Additional Equipment Subtotal          |                    | N/A                 |   | 28,534                                |  |  | 295,291    |
|                       | Total Costs                            |                    | 24,861,357          |   | 24,843,581                            |  |  | 22,592,221 |
| ADDITIONAL            | Revenue Offset                         |                    | (150,000)           |   | (150,000)                             |  |  | N/A        |
|                       | Additional Services                    |                    | Included            |   | Included                              |  |  | 270,718    |
|                       | Pension Obligation                     |                    | Included            |   | Included                              |  |  | 3,545,268  |
|                       | Retired Medical Premium                |                    | Included            |   | Included                              |  |  | 83,928     |
|                       | Additional Savings (Excl. One Time)    |                    |                     |   |                                       |  |  | (293,012)  |
|                       | TOTAL COST FOR FIRE SERVICES           |                    | 24,711,357          |   | 24,693,581                            |  |  | 26,199,123 |

# 10-Year Forecast – (2.92% Increase)

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|  | FY 2018-19        | FY 2019-20         | FY 2020-21         | FY 2021-22         | FY 2022-23         | FY 2023-24         | FY 2024-25         | FY 2025-26         | FY 2026-27         | FY 2027-28         | Total               |
|--|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>CITY COSTS WITH OCFA</b>                          |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |
| Annual Contract (2.92%)                              | 22,191,928        | 22,839,932         | 23,506,858         | 24,193,259         | 24,899,702         | 25,626,773         | 26,375,075         | 27,145,227         | 27,937,868         | 28,753,653         | 253,470,275         |
| Annual Facility Revolving Fund (\$15,000 x 7)        | 105,000           | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 1,050,000           |
| Equipment Replacement (3% Per OCFA)                  | 295,293           | 304,152            | 313,276            | 322,675            | 332,355            | 342,326            | 352,595            | 363,173            | 374,068            | 385,290            | 3,385,203           |
| Start-Up (0%, 10 Years, \$1,136,225)                 | 113,623           | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 1,136,225           |
| Capital Improvements Required                        | 0                 | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                   |
| Asbestos Certification                               | 20,740            | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 20,740              |
| Proposal Cost Reimbursement                          | (75,000)          | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (75,000)            |
| <b>Total OCFA Estimated Contract Costs</b>           | <b>22,651,584</b> | <b>23,362,707</b>  | <b>24,038,757</b>  | <b>24,734,556</b>  | <b>25,450,679</b>  | <b>26,187,721</b>  | <b>26,946,293</b>  | <b>27,727,023</b>  | <b>28,530,558</b>  | <b>29,357,566</b>  | <b>258,987,443</b>  |
| City Continuation of Services Not Included In OCFA   |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |
| Add Position for EOC Management                      | 175,000           | 178,500            | 182,070            | 185,711            | 189,426            | 193,214            | 197,078            | 201,020            | 205,040            | 209,141            | 1,916,201           |
| Hazmat Clean Up (Ocean Blue)                         | 57,000            | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 570,000             |
| Records Management                                   | 38,718            | 13,718             | 13,718             | 13,718             | 13,718             | 13,718             | 0                  | 0                  | 0                  | 0                  | 107,308             |
| <b>Total Additional Services</b>                     | <b>270,718</b>    | <b>249,218</b>     | <b>252,788</b>     | <b>256,429</b>     | <b>260,144</b>     | <b>263,932</b>     | <b>254,078</b>     | <b>258,020</b>     | <b>262,040</b>     | <b>266,141</b>     | <b>2,593,509</b>    |
| Pension Obligation (Pre-OCFA Unfunded Liability)     | 3,545,268         | 4,132,425          | 4,570,860          | 5,085,056          | 5,510,997          | 5,773,377          | 6,056,543          | 6,029,900          | 6,210,798          | 6,397,122          | 53,312,346          |
| Retired Medical Premium Contribution                 | 83,928            | 86,026             | 88,177             | 90,381             | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            | 940,277             |
| <b>Total Projected Costs</b>                         | <b>26,551,498</b> | <b>27,824,723</b>  | <b>28,951,542</b>  | <b>30,166,422</b>  | <b>31,318,461</b>  | <b>32,519,887</b>  | <b>33,354,243</b>  | <b>34,114,707</b>  | <b>35,105,655</b>  | <b>36,325,644</b>  | <b>315,833,576</b>  |
| Additional Savings: Insurance Premiums               | (100,000)         | (110,000)          | (121,000)          | (133,100)          | (146,410)          | (161,051)          | (177,156)          | (194,872)          | (214,359)          | (235,795)          | (1,593,742)         |
| Annual Facility Maintenance Savings                  | (105,000)         | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (1,050,000)         |
| Utilities  | (88,012)          | (90,652)           | (93,372)           | (96,173)           | (99,058)           | (102,030)          | (105,091)          | (108,244)          | (111,491)          | (114,836)          | (1,008,960)         |
| One-time Sell Off of Fire Equipment                  | (190,000)         | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (190,000)           |
| One-time Fleet Management Cash Availability          | (2,549,414)       | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (2,549,414)         |
| <b>Total Cost for Fire Services with OCFA</b>        | <b>26,551,498</b> | <b>27,824,723</b>  | <b>28,951,542</b>  | <b>30,166,422</b>  | <b>31,318,461</b>  | <b>32,519,887</b>  | <b>33,354,243</b>  | <b>34,114,707</b>  | <b>35,105,655</b>  | <b>36,325,644</b>  | <b>315,833,576</b>  |
| <b>CITY COSTS</b>                                    |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |
| Pension Obligation (Pre-OCFA Unfunded Liability)     | 3,545,268         | 4,132,425          | 4,570,860          | 5,085,056          | 5,510,997          | 5,773,377          | 6,056,543          | 6,029,900          | 6,210,798          | 6,397,122          | 53,312,346          |
| Retired Medical Premium Contribution                 | 83,928            | 86,026             | 88,177             | 90,381             | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            | 940,277             |
| Labor (2.92%)  | 17,244,711        | 17,748,257         | 18,266,506         | 18,799,888         | 19,348,844         | 19,913,831         | 20,495,314         | 21,093,778         | 21,709,716         | 22,343,640         | 196,964,483         |
| Other Operating Costs (2.92%)                        | 3,969,674         | 4,085,588          | 4,204,888          | 4,327,670          | 4,454,038          | 4,584,096          | 4,717,952          | 4,855,716          | 4,997,503          | 5,143,430          | 45,340,556          |
| <b>Total Fire Budget</b>                             | <b>24,843,581</b> | <b>26,052,296</b>  | <b>27,130,430</b>  | <b>28,302,995</b>  | <b>29,406,521</b>  | <b>30,366,261</b>  | <b>31,367,140</b>  | <b>32,079,158</b>  | <b>33,020,275</b>  | <b>33,989,006</b>  | <b>296,557,664</b>  |
| Fire Dept. Revenue Offset                            | (150,000)         | (153,000)          | (156,060)          | (159,181)          | (162,365)          | (165,612)          | (168,924)          | (172,303)          | (175,749)          | (179,264)          | (1,642,458)         |
| <b>Net Cost of Fire Dept with City</b>               | <b>24,693,581</b> | <b>25,899,296</b>  | <b>26,974,370</b>  | <b>28,143,814</b>  | <b>29,244,156</b>  | <b>30,200,649</b>  | <b>31,198,216</b>  | <b>31,906,855</b>  | <b>32,844,527</b>  | <b>33,809,742</b>  | <b>294,915,205</b>  |
| <b>Estimated Projected Savings/(Additional Cost)</b> | <b>1,174,509</b>  | <b>(1,625,427)</b> | <b>(1,656,840)</b> | <b>(1,688,335)</b> | <b>(1,719,837)</b> | <b>(1,751,257)</b> | <b>(1,768,782)</b> | <b>(1,799,736)</b> | <b>(1,830,279)</b> | <b>(1,860,271)</b> | <b>(14,576,255)</b> |

# 10-Year Forecast – (4.5% Increase)

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|  | FY 2018-19        | FY 2019-20         | FY 2020-21         | FY 2021-22         | FY 2022-23         | FY 2023-24         | FY 2024-25         | FY 2025-26         | FY 2026-27         | FY 2027-28         | Total               |
|--|-------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|---------------------|
| <b>CITY COSTS WITH OCFA</b>                          |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |
| Annual Contract (4.5%)                               | 22,191,928        | 23,190,565         | 24,234,140         | 25,324,676         | 26,464,287         | 27,655,180         | 28,899,663         | 30,200,148         | 31,559,154         | 32,979,316         | 272,699,058         |
| Annual Facility Revolving Fund (\$15,000 x 7)        | 105,000           | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 105,000            | 1,050,000           |
| Equipment Replacement (3% Per OCFA)                  | 295,293           | 304,152            | 313,276            | 322,675            | 332,355            | 342,326            | 352,595            | 363,173            | 374,068            | 385,290            | 3,385,203           |
| Start-Up (0%, 10 Years, \$1,136,225)                 | 113,623           | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 113,623            | 1,136,225           |
| Capital Improvements Required                        | 0                 | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                   |
| Asbestos Certification                               | 20,740            | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 20,740              |
| Proposal Cost Reimbursement                          | (75,000)          | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (75,000)            |
| <b>Total OCFA Estimated Contract Costs</b>           | <b>22,651,584</b> | <b>23,713,339</b>  | <b>24,766,039</b>  | <b>25,865,974</b>  | <b>27,015,264</b>  | <b>28,216,128</b>  | <b>29,470,881</b>  | <b>30,781,943</b>  | <b>32,151,845</b>  | <b>33,583,229</b>  | <b>278,216,226</b>  |
| City Contribution of Services Not Included In OCFA   |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |
| Add Position for EOC Management                      | 175,000           | 178,500            | 182,070            | 185,711            | 189,426            | 193,214            | 197,078            | 201,020            | 205,040            | 209,141            | 1,916,201           |
| Hazmat Clean Up (Ocean Blue)                         | 57,000            | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 57,000             | 570,000             |
| Records Management                                   | 38,718            | 13,718             | 13,718             | 13,718             | 13,718             | 13,718             | 0                  | 0                  | 0                  | 0                  | 107,308             |
| <b>Total Additional Services</b>                     | <b>270,718</b>    | <b>249,218</b>     | <b>252,788</b>     | <b>256,429</b>     | <b>260,144</b>     | <b>263,932</b>     | <b>254,078</b>     | <b>258,020</b>     | <b>262,040</b>     | <b>266,141</b>     | <b>2,593,509</b>    |
| Pension Obligation (Pre-OCFA Unfunded Liability)     | 3,545,268         | 4,132,425          | 4,570,860          | 5,085,056          | 5,510,997          | 5,773,377          | 6,056,543          | 6,029,900          | 6,210,798          | 6,397,122          | 53,312,346          |
| Retired Medical Premium Contribution                 | 83,928            | 86,026             | 88,177             | 90,381             | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            | 940,277             |
| <b>Total Pre-OCFA Costs</b>                          | <b>26,651,498</b> | <b>28,081,008</b>  | <b>29,627,864</b>  | <b>31,297,840</b>  | <b>32,879,046</b>  | <b>34,548,994</b>  | <b>36,378,853</b>  | <b>37,769,628</b>  | <b>39,276,942</b>  | <b>40,951,307</b>  | <b>335,062,359</b>  |
| Additional Savings: Insurance Premiums               | (100,000)         | (110,000)          | (121,000)          | (133,100)          | (146,410)          | (161,051)          | (177,156)          | (194,872)          | (214,359)          | (235,795)          | (1,593,742)         |
| Annual Facility Maintenance Savings                  | (105,000)         | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (105,000)          | (1,050,000)         |
| Utilities  | (88,012)          | (90,652)           | (93,372)           | (96,173)           | (99,058)           | (102,030)          | (105,091)          | (108,244)          | (111,491)          | (114,836)          | (1,008,960)         |
| One-time Sell Off of Fire Equipment                  | (190,000)         | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (190,000)           |
| One-time Fleet Management Cash Availability          | (2,549,414)       | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | 0                  | (2,549,414)         |
| <b>Total Cost for Fire Services with OCFA</b>        | <b>23,519,072</b> | <b>27,875,356</b>  | <b>29,958,492</b>  | <b>30,963,567</b>  | <b>32,528,577</b>  | <b>33,980,313</b>  | <b>35,491,586</b>  | <b>36,761,512</b>  | <b>38,296,092</b>  | <b>39,895,676</b>  | <b>328,670,243</b>  |
| Pension Obligation (Pre-OCFA Unfunded Liability)     | 3,545,268         | 4,132,425          | 4,570,860          | 5,085,056          | 5,510,997          | 5,773,377          | 6,056,543          | 6,029,900          | 6,210,798          | 6,397,122          | 53,312,346          |
| Retired Medical Premium Contribution                 | 83,928            | 86,026             | 88,177             | 90,381             | 92,641             | 94,957             | 97,331             | 99,764             | 102,258            | 104,815            | 940,277             |
| Labor (4.5%)   | 17,244,711        | 18,020,723         | 18,831,656         | 19,679,080         | 20,564,639         | 21,490,047         | 22,457,099         | 23,467,669         | 24,523,714         | 25,627,281         | 211,906,619         |
| Other Operating Costs (4.5%)                         | 3,969,674         | 4,148,309          | 4,334,983          | 4,530,057          | 4,733,910          | 4,946,936          | 5,169,548          | 5,402,178          | 5,645,276          | 5,899,313          | 48,780,185          |
| <b>Total Fire Budget</b>                             | <b>24,843,581</b> | <b>26,387,484</b>  | <b>27,825,676</b>  | <b>29,304,575</b>  | <b>30,902,187</b>  | <b>32,305,317</b>  | <b>33,780,521</b>  | <b>34,999,511</b>  | <b>36,482,046</b>  | <b>38,028,531</b>  | <b>314,939,428</b>  |
| Fire Dept Revenue Offset                             | (150,000)         | (153,000)          | (156,000)          | (159,181)          | (162,365)          | (165,612)          | (168,924)          | (172,303)          | (175,749)          | (179,264)          | (1,642,458)         |
| <b>Net Cost of Fire Dept with City</b>               | <b>24,693,581</b> | <b>26,234,484</b>  | <b>27,669,616</b>  | <b>29,225,394</b>  | <b>30,739,822</b>  | <b>32,139,705</b>  | <b>33,611,597</b>  | <b>34,827,208</b>  | <b>36,306,298</b>  | <b>37,849,267</b>  | <b>313,296,970</b>  |
| <b>Estimated Projected Savings/(Additional Cost)</b> | <b>1,174,509</b>  | <b>(1,640,872)</b> | <b>(1,688,876)</b> | <b>(1,738,174)</b> | <b>(1,788,756)</b> | <b>(1,840,608)</b> | <b>(1,879,989)</b> | <b>(1,934,304)</b> | <b>(1,989,795)</b> | <b>(2,046,409)</b> | <b>(15,373,273)</b> |
| <b>CITY COSTS</b>                                    |                   |                    |                    |                    |                    |                    |                    |                    |                    |                    |                     |

# Plan Check Fees – Planning & Development Section

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- OCFA Achieves Full Cost Recovery
- Fees Directed Towards Businesses, Developers, Contractors, etc.

Plan Check and Construction Inspection Permit Cost Per Permit

|  | Garden Grove  | OCFA   |
|--|---|--|
| NFPA 13D System                                      | \$125.00 plus \$3.00 per head after 4 heads         | \$625.00   |
| NFPA 13 and 13R Systems                              | \$347.00 for 1-100 heads                            | \$718.00   |
| Underground Fire Service (Hydrants/DCDA/Risers/etc.) | \$327.00  | \$575.00   |
| Fire Alarm Systems Plan Check                        | \$411.50 for 11-50 initiating/indicating devices    | \$591.00 for 6-15 initiating devices and/or s 21-40 notification devices               |
| Fire Alarm Systems Plan Check                        | \$559.50 for 51-100 initiating/indicating devices   | \$999.00 for 16-30 initiating and/or 41-80 notification devices                        |
| Fire Alarm Systems Plan Check                        | \$599.50+\$1.75 per device                          | \$1353.00 for more than 30 initiating devices and/or more than 80 notification devices |
| Fire Extinguishing Hood Systems                      | \$264.50+\$5.00/nozzle                              | \$475.00   |
| Commercial Tenant Improvements under 6,000 sqft.     | 15% of Building Permit Fee, Not to Exceed \$50.00   | \$488.00   |
| New Commercial or Office Buildings under 6,000 sqft. | 2.5% of Building Permit Fee, Not to Exceed \$200.00 | \$488.00   |

# Permit Fees – Prevention Field Services

## Section 16

- Issuance of Annual Operational Permits
- Fees Paid by Local Businesses, Building Owners, and Special Event Contractors

**Top 10 Operational Permit Cost Per Business/Permit**

|  | Garden Grove | OCFA Issuance                              | OCFA Re-Issuance                           |
|--|--------------|--|--|
| Hazardous Materials - Use, Handling or Storage                             | \$0.00       | \$152.00 to \$234.00                       | \$145.00 to \$156.00                       |
| A-2 Assembly uses intended for food an/or drink consumption                | \$170.00     | \$557 for <300 occ.<br>\$856 for >300 occ. | \$400 for <300 occ.<br>\$479 for >300 occ. |
| Welding and Cutting Operations.  | \$85.00      | \$184.00                                   | \$138.00                                   |
| Garages/Motor Vehicle Repair   | \$125.00     | \$283.00                                   | \$225.00                                   |
| High-Piled Combustible Stock   | \$340.00     | \$397.00                                   | \$243.00                                   |
| Day Care Facilities, 7 or more occupants                                   | \$85.00      | \$168 Per annual inspection                | No reissuance                              |
| ASSEMBLY A-3 50-300 occupant load  | \$170.00     | \$557 for <300 occ.<br>\$856 for >300 occ. | \$400 for <300 occ.<br>\$479 for >300 occ. |
| SPRAYING/DIPPING - flammable/combustible liquids                           | \$170.00     | \$381.00                                   | \$138.00                                   |
| FLAMMABLE / COMBUSTIBLE LIQUID - more than 120 gallons storage / transport | \$170.00     | \$234.00                                   | \$156.00                                   |
| DUST PRODUCING IN F OCCUPANCIES  | \$85.00      | \$234.00                                   | \$173.00                                   |

# QUESTIONS?



# OCFA PROPOSAL REVIEW

November 8, 2018

**COST ANALYSIS Using 2.92% Increase**

(Original Analysis Using Comparable GG Model (Before Additional Assumptions))

|   | FY 2018-19        | FY 2019-20        | Increase         | % Increase    |
|---|-------------------|-------------------|------------------|---------------|
| <b>Pension Obligation (Pre-OCFA Unfunded Liability)</b> | <b>3,545,268</b>  | <b>4,132,425</b>  | <b>587,157</b>   | <b>16.56%</b> |
| <b>Retired Medical Premium Contribution</b>             | <b>83,928</b>     | <b>86,026</b>     | <b>2,098</b>     | <b>2.50%</b>  |
| Labor (2.92%)   | 17,244,711        | 17,748,257        | 503,546          | 2.92%         |
| Other Operating Costs (2.92%)                           | 3,969,674         | 4,085,588         | 115,914          | 2.92%         |
| <b>Total Fire Budget</b>                                | <b>24,843,581</b> | <b>26,052,296</b> | <b>1,208,715</b> | <b>4.87%</b>  |
| Fire Dept Revenue Offset                                | (150,000)         | (153,000)         | (3,000)          | 2.00%         |
| <b>Net GG Fire Cost To City</b>                         | <b>24,693,581</b> | <b>25,899,296</b> | <b>1,205,715</b> | <b>4.88%</b>  |

**Labor & Other Operating Costs Increase (2.92%) = \$619,460**

Includes potential step increases, increase in retirement, potential cost of living raises

# **COST ANALYSIS Using 4.5% Increase**

**(Original Analysis Using Comparable GG Model (Before Additional Assumptions))**

|   | <b>FY 2018-19</b> | <b>FY 2019-20</b> | <b>Increase</b>  | <b>% Increase</b> |
|---|-------------------|-------------------|------------------|-------------------|
| <b>Pension Obligation (Pre-OCFA Unfunded Liability)</b> | <b>3,545,268</b>  | <b>4,132,425</b>  | <b>587,157</b>   | <b>16.56%</b>     |
| <b>Retired Medical Premium Contribution</b>             | <b>83,928</b>     | <b>86,026</b>     | <b>2,098</b>     | <b>2.50%</b>      |
| Labor (4.5%)  | 17,244,711        | 18,020,723        | 776,012          | 4.50%             |
| Other Operating Costs (4.5%)                            | 3,969,674         | 4,148,309         | 178,635          | 4.50%             |
| <b>Total Fire Budget</b>                                | <b>24,843,581</b> | <b>26,387,484</b> | <b>1,543,903</b> | <b>6.21%</b>      |
| Fire Dept Revenue Offset                                | (150,000)         | (153,000)         | (3,000)          | 2.00%             |
| <b>Net GG Fire Cost To City</b>                         | <b>24,693,581</b> | <b>26,234,484</b> | <b>1,540,903</b> | <b>6.24%</b>      |

**Labor & Other Operating Costs Increase (4.5%) = \$954,647**

Includes potential step increases, increase in retirement, potential cost of living raises

# Sensitivity Analysis – Summary

(Request to Increase Base Fiscal Year 18/19 by 1-5% with Additional Assumptions)

| Projected Increase | Increase Amount | Total 10-Year<br>Additional Cost to City<br>(2.92%) | Total 10-Year<br>Additional Cost to City<br>(4.5%) |
|--------------------|-----------------|---|--|
| Base Year FY 18/19 | 17,483,711      | (10,341,526)  | (11,014,747)                                       |
| 1%                 | 174,837         | (8,344,583)   | (8,866,312)  |
| 2%                 | 349,674         | (6,347,640)   | (6,717,877)  |
| 3%                 | 524,511         | (4,350,698)   | (4,569,442)  |
| 4%                 | 699,348         | (2,353,755)   | (2,421,006)  |
| 5%                 | 874,186         | (356,812)   | (272,571)  |

11/1/18

| Item For Discussion   | Garden Grove Fire Association  | City Administration   | Revised Assumptions<br>(Per GG Fire Association Request)  |
|---|--|---|---|
| 1. Add Training costs for 4 Firefighters (paramedic school) | City currently has 4 Firefighters. Based on the deployment model, these FF will need to attend paramedic school. The cost of over-time needed while 4 FF at school is estimated at: \$350K             | <p>Training is approximately \$3,500 for tuition and is already included in the Fire's budget.</p> <p>The overtime cost of sending two FF to paramedic school is already included in the FY 2018-19 budget and therefore already included in the cost analysis.</p> <p>If the City elects to send all four FF at the same time in FY 2018-19, an additional cost and appropriation is needed in the amount of \$175K.</p> | Revised analysis to include \$175K for FY 2018/19.  |
| 2. Add costs for Reserve Quint                              | Association believes a reserve quint is needed in case one goes in for service. The cost for equipment for the quint is estimated at: \$250K   | <p>Staff recently received grant funding for miscellaneous fire equipment. Furthermore, \$178K is already budgeted for capital outlay.</p> <p>Additional Cost: \$0</p>  | Unchanged   |
| 3. Reduce City expense for EOC Coordinator                  | Association believes a full-time employee at the cost of \$175K is not needed and instead an additional \$11K for assignment pay can be provided to a Police Sergeant to assume EOC management duties. | <p>Staff believes some level of EOC management is needed for the City. Additional research is needed as to what the appropriate level is, whether it is a part-time or full-time position. Staff is to request information from OCFA to find out how other contract cash cities manage their EOC.</p> <p>The cost of a part-time coordinator is estimated at \$70K.</p>   | Revised analysis to decrease cost of full-time EOC coordinator at \$175K annually to a part-time coordinator estimated at \$70K annually. |

11/1/18

|   |   |  |   |
|---|---|--|---|
| 4. Add one Fire Mechanic position                               | Association believes one additional mechanic is needed to service Fire apparatus equipment in a timely manner. Cost is \$125K | City currently has 1 Full-time mechanic assigned to all fire equipment. The City also has 7 other mechanics who are certified to work on fire equipment. Public safety equipment has top priority in Public Works. Staff believes that no additional mechanics are necessary at this time.<br><br>Further analysis is needed to determine whether the additional equipment warrants additional staff levels.   | Unchanged   |
| 5. Reinstate Arson Investigator, 40-hour staff Captain Position | Association believes one additional staff position is needed. Cost: \$239K (Captain pay plus 10% specialty pay)               | The current program currently has 6 shift Arson Investigators at a cost of approximately \$75K annually in specialty pay.<br><br>Staff is open to adding a 40-hour staff Arson Investigator and reducing the number of shift Arson Investigators. Further research is needed to determine the appropriate number of shift Arson Investigators.<br><br>The reduction in the amount of shift Arson Investigators will offset the cost of the 40-hour investigator. In addition, investigator duties include background investigations which are currently contracted out. This may result in savings of approximately \$14K-\$63K annually.<br><br>Additional Cost: \$101 - 196K | Revised Analysis to include the addition of a 40-hour arson investigator at an estimated cost of \$239K. The cost is offset by \$75K savings from the elimination of shift investigators. Further savings of \$63K for the first year is also achieved from the background investigations. Net Cost for FY 18/19 is \$101K and an estimated \$157,000 for subsequent years. |

11/1/18

|   |  |   |   |
|---|--|---|---|
| 6a. Add Additional Quint for Reserve            | Association believes additional quint is needed for reserve.<br>Cost: \$136K for ten years   | Additional cost analysis is needed.   | Revised analysis to include \$81,512 for the purchase of quint.   |
| 6b. Add Quint Ongoing maintenance               | Ongoing maintenance for additional reserve quint. Cost: \$165K   | Additional cost analysis is needed.   | Revised analysis to include the maintenance and depreciation of reserve quint; however, cost is offset by the removal of truck #625. Net cost for FY 18/19 is \$31,021. |
| 7. Implement recruitment solution (drop A&B):   | Association believes dropping A&B steps is necessary for recruitment issues. They believe by doing this the new average cost of a paramedic should be increased to \$170K for all 42 Paramedics. | Eliminating steps is a labor negotiated item. A paramedic starting at C step would cost an estimated \$139K.<br><br>The average cost used in the cost analysis for a paramedic is \$161K. | Unchanged   |
| 8. Provide 5% increase to existing labor costs. | Association believes a 5% across the board raise is needed to stay competitive. Estimated Cost is \$900K   | Pay raises are a negotiated item. Further discussion needed as part of labor negotiations.  | Unchanged   |

11/1/18

|  |  |  |                  |
|--|--|--|------------------|
| <p>9. Management Partner's Estimate for Fire Budget \$26.5 M</p> | <p>Association believes Management Partner's estimate of \$26.5 for the Fire Department should be used in the analysis</p> | <p>Management Partners' provided the City with a long-term forecasting tool, using certain assumptions and data available at the time, including:</p> <ul style="list-style-type: none"> <li>• 2% COLA</li> <li>• 2% Inflation</li> <li>• OES expenses that are not included in the Fire's budget because it is reimbursed by the State</li> <li>• Did not include City's 5% budget reduction that was ultimately adopted</li> <li>• Inadvertently included City Attorney's Budget</li> </ul> <p>On June 26, 2018, Council adopted the amended FY 2018-19 budget for the Fire Department in the amount of \$24.9M.</p> | <p>Unchanged</p> |
|--|--|--|------------------|



# PARAMEDIC SALARY SURVEY

| RANK | AGENCY           | LOW SALARY  | # OF STEPS IN<br>Payscale |
|------|------------------|-------------|---------------------------|
| 1    | HUNTINGTON BEACH | \$ 7,072.00 | 5                         |
| 2    | OCFA             | \$ 7,062.57 | 12                        |
| 3    | ANAHEIM          | \$ 7,009.30 | 6                         |
| 4    | ORANGE           | \$ 6,961.34 | 5                         |
| 5    | NEWPORT BEACH    | \$ 6,713.00 | 8                         |
| 6    | BREA             | \$ 6,696.92 | 11                        |
| 7    | FOUNTAIN VALLEY  | \$ 6,585.89 | 5                         |
| 8    | LAGUNA BEACH     | \$ 6,415.20 | 8                         |
| 9    | COSTA MESA       | \$ 6,393.20 | 7                         |
| 10   | FULLERTON        | \$ 5,846.28 | 6                         |
| 11   | GARDEN GROVE     | \$ 5,727.00 | 9                         |

## Garden Grove Paramedic Salary Steps

| STEP | SALARY AMOUNT |
|------|---------------|
| A    | \$ 5,727      |
| B    | \$ 6,013      |
| C    | \$ 6,314      |
| D    | \$ 6,630      |
| E    | \$ 6,961      |
| F    | \$ 7,309      |
| G    | \$ 7,675      |
| H    | \$ 8,059      |
| I    | \$ 8,381      |

| RANK | AGENCY           | HIGH SALARY | # OF STEPS IN<br>Payscale |
|------|------------------|-------------|---------------------------|
| 1    | NEWPORT BEACH    | \$ 9,437.00 | 8                         |
| 2    | OCFA             | \$ 9,086.41 | 12                        |
| 3    | ANAHEIM          | \$ 8,994.32 | 6                         |
| 4    | HUNTINGTON BEACH | \$ 8,760.27 | 5                         |
| 5    | LAGUNA BEACH     | \$ 8,674.20 | 8                         |
| 6    | COSTA MESA       | \$ 8,566.80 | 7                         |
| 7    | GARDEN GROVE     | \$ 8,381.00 | 9                         |
| 8    | BREA             | \$ 8,271.36 | 11                        |
| 9    | ORANGE           | \$ 8,243.34 | 5                         |
| 10   | FOUNTAIN VALLEY  | \$ 8,005.19 | 5                         |
| 11   | FULLERTON        | \$ 7,224.28 | 6                         |

Note: Base salary only; salary does not include education pays, specialty pays, nor longevity pay.

As of 11/7/18

# COST ANALYSIS WITH GG FIRE LOCAL 2005 REQUESTED ASSUMPTIONS

11/1/2018 - 2.92%

| Original Study Session Estimate (2.92%)            |  | FY 2018-19  | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total        |
|--|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Total Cost for Fire Services with OCFA             |  | 23,519,072  | 27,574,723  | 28,631,210  | 29,832,149  | 30,963,992  | 31,851,906  | 32,966,998  | 33,706,591  | 34,674,806  | 35,670,013  | 309,441,461  |
| Net Cost of Fire Dept with City                    |  | 24,693,581  | 28,899,286  | 29,974,370  | 31,143,814  | 32,244,186  | 33,200,649  | 34,198,216  | 35,190,855  | 36,144,527  | 37,069,742  | 294,919,205  |
| Estimated Projected Savings/(Additional Cost)      |  | 1,174,509   | (1,325,427) | (1,656,840) | (1,688,335) | (1,719,837) | (1,751,257) | (1,768,782) | (1,798,736) | (1,830,279) | (1,860,271) | (14,526,256) |
|  |  |             |             |             |             |             |             |             |             |             |             |              |
| Revised Estimates with Fire Association Requests   |  | FY 2018-19  | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total        |
| Annual Contract (2.92%)                            |  | 22,191,928  | 22,839,932  | 23,506,858  | 24,193,259  | 24,899,702  | 25,626,773  | 26,375,075  | 27,145,227  | 27,937,868  | 28,753,653  | 253,470,275  |
| Annual Facility Revolving Fund (\$15,000 x 7)      |  | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 1,050,000    |
| Equipment Replacement (3% Per OCFA)                |  | 295,293     | 304,152     | 313,276     | 322,675     | 331,355     | 340,326     | 349,595     | 359,173     | 368,068     | 377,290     | 3,385,203    |
| Start-Up (0%, 10 Years, \$1,136,225)               |  | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 1,136,225    |
| Capital Improvements Required                      |  | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0            |
| Asbestos Certification                             |  | 20,740      | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 20,740       |
| Proposal Cost Reimbursement                        |  | (75,000)    | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (75,000)     |
| Total OCFA Estimated Contract Costs                |  | 22,651,584  | 23,362,707  | 24,036,757  | 24,734,556  | 25,450,679  | 26,187,721  | 26,946,293  | 27,727,023  | 28,530,556  | 29,357,566  | 258,987,443  |
| City Continuation of Services Not Included in OCFA |  |             |             |             |             |             |             |             |             |             |             |              |
| Add Position for EOC Management                    |  | 70,000      | 71,400      | 72,828      | 74,285      | 75,770      | 77,286      | 78,831      | 80,408      | 82,016      | 83,656      | 766,480      |
| Hazmat Clean Up (Ocean Blue)                       |  | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 570,000      |
| Records Management                                 |  | 38,718      | 13,718      | 13,718      | 13,718      | 13,718      | 13,718      | 0           | 0           | 0           | 0           | 107,308      |
| Total Additional Services                          |  | 165,718     | 142,118     | 143,546     | 145,003     | 146,488     | 148,004     | 135,831     | 137,408     | 139,016     | 140,656     | 1,443,788    |
| Pension Obligation (Pre-OCFA Unfunded Liability)   |  | 3,545,268   | 4,132,425   | 4,570,860   | 5,085,056   | 5,510,997   | 5,773,377   | 6,056,543   | 6,029,900   | 6,210,798   | 6,387,122   | 53,312,346   |
| Retired Medical Premium Contribution               |  | 83,928      | 86,026      | 88,177      | 90,381      | 92,641      | 94,957      | 97,331      | 99,764      | 102,258     | 104,815     | 940,277      |
| Total Projected Costs                              |  | 26,446,498  | 27,723,276  | 28,841,340  | 30,084,996  | 31,200,805  | 32,204,059  | 33,235,988  | 33,994,093  | 34,982,631  | 35,800,189  | 314,683,885  |
| Additional Savings: Insurance Premiums             |  | (100,000)   | (110,000)   | (121,000)   | (133,100)   | (146,410)   | (161,051)   | (177,156)   | (194,872)   | (214,359)   | (235,795)   | (1,593,742)  |
| Annual Facility Maintenance Savings                |  | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (1,050,000)  |
| Utilities  |  | (88,012)    | (90,652)    | (93,372)    | (96,173)    | (99,058)    | (102,030)   | (105,091)   | (108,244)   | (111,491)   | (114,836)   | (1,008,959)  |
| One-time Self Off of Fire Equipment                |  | (190,000)   | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (190,000)    |
| One-time Fleet Management Cash Availability        |  | (2,549,414) | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (2,549,414)  |
| Total Cost for Fire Services with OCFA             |  | 23,414,872  | 27,417,823  | 28,521,968  | 29,720,722  | 30,850,337  | 31,835,977  | 32,848,751  | 33,585,979  | 34,551,781  | 35,544,529  | 308,201,740  |
|  |  |             |             |             |             |             |             |             |             |             |             |              |
| Pension Obligation (Pre-OCFA Unfunded Liability)   |  | 3,545,268   | 4,132,425   | 4,570,860   | 5,085,056   | 5,510,997   | 5,773,377   | 6,056,543   | 6,029,900   | 6,210,798   | 6,387,122   | 53,312,346   |
| Retired Medical Premium Contribution               |  | 83,928      | 86,026      | 88,177      | 90,381      | 92,641      | 94,957      | 97,331      | 99,764      | 102,258     | 104,815     | 940,277      |
| Labor (2.92%)                                      |  | 17,244,711  | 17,748,257  | 18,266,506  | 18,795,888  | 19,348,844  | 19,913,831  | 20,495,314  | 21,093,778  | 21,709,716  | 22,343,640  | 196,864,483  |
| Other Operating Costs (2.92%)                      |  | 3,969,674   | 4,085,588   | 4,204,888   | 4,327,670   | 4,454,038   | 4,584,096   | 4,717,952   | 4,855,716   | 4,997,503   | 5,143,430   | 45,340,556   |
| Fire Investigator                                  |  | 239,000     | 245,979     | 253,161     | 260,554     | 268,162     | 275,992     | 284,051     | 292,345     | 300,882     | 309,668     | 2,729,794    |
| Less Savings from Arson Program                    |  | (138,000)   | (89,000)    | (91,599)    | (94,273)    | (97,026)    | (99,859)    | (102,775)   | (105,776)   | (108,865)   | (112,044)   | (1,039,219)  |
| Reserve Quint Purchase                             |  | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 815,120      |
| Reserve Quint Maintenance                          |  | 165,000     | 169,818     | 174,777     | 179,880     | 185,133     | 190,539     | 196,102     | 201,828     | 207,722     | 213,787     | 1,884,586    |
| Less Current Maintenance #625                      |  | (133,979)   | (137,891)   | (141,918)   | (146,062)   | (150,327)   | (154,716)   | (159,234)   | (163,883)   | (168,669)   | (173,594)   | (1,530,272)  |
| Additional Paramedic School Cost                   |  | 175,000     | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 175,000      |
| Total Fire Budget                                  |  | 25,232,114  | 26,322,714  | 27,406,364  | 28,584,606  | 29,693,974  | 30,659,728  | 31,666,796  | 32,385,184  | 33,332,857  | 34,309,335  | 299,592,672  |
| Fire Dept Revenue Offset                           |  | (150,000)   | (153,000)   | (156,060)   | (159,181)   | (162,365)   | (165,612)   | (168,924)   | (172,303)   | (175,749)   | (179,264)   | (1,642,458)  |
| Net Cost of Fire Dept with City                    |  | 25,082,114  | 26,169,714  | 27,250,304  | 28,425,425  | 29,531,609  | 30,494,116  | 31,497,872  | 32,212,881  | 33,157,108  | 34,129,072  | 297,950,214  |
| Estimated Projected Savings/(Additional Cost)      |  | 1,668,042   | (1,247,910) | (1,271,664) | (1,295,299) | (1,318,728) | (1,341,862) | (1,350,879) | (1,373,098) | (1,394,673) | (1,415,457) | (10,341,526) |

# SENSITIVITY ANALYSIS (INCREASE TO BASE YEAR 2018-19 AND 2.92% FOR FUTURE YEARS)

|   | FY 2018-19 | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total       |
|---|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Total Net Budget with City 1% (\$174,837) | 25,256,951 | 26,349,656  | 27,435,500  | 28,636,029  | 29,727,779  | 30,696,014  | 31,709,666  | 32,426,742  | 33,377,214  | 34,355,604  | 299,947,157 |
| Savings                                   | 1,842,879  | (1,067,967) | (1,086,468) | (1,104,693) | (1,122,567) | (1,139,964) | (1,143,085) | (1,159,237) | (1,174,567) | (1,188,924) | (8,344,583) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 2% (\$349,674) | 25,431,788 | 26,529,599 | 27,620,697 | 28,806,634 | 29,923,949 | 30,897,912 | 31,913,459 | 32,640,604 | 33,597,320 | 34,592,137 | 301,944,100 |
| Savings                                   | 2,017,716  | (888,025)  | (901,371)  | (914,089)  | (926,387)  | (938,065)  | (935,291)  | (948,370)  | (954,461)  | (962,391)  | (6,347,640) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 3% (\$524,511) | 25,606,625 | 26,709,541 | 27,805,694 | 28,997,238 | 30,120,120 | 31,099,810 | 32,121,253 | 32,894,465 | 33,817,426 | 34,808,671 | 303,941,043 |
| Savings                                   | 2,192,553  | (708,083)  | (719,074)  | (723,484)  | (730,217)  | (736,167)  | (727,496)  | (731,515)  | (734,355)  | (735,858)  | (4,350,699) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 4% (\$699,348) | 25,781,462 | 26,889,483 | 27,991,091 | 29,187,843 | 30,316,290 | 31,301,709 | 32,329,047 | 33,068,326 | 34,037,532 | 35,035,204 | 305,937,986 |
| Savings                                   | 2,367,391  | (328,140)  | (530,678)  | (532,880)  | (534,047)  | (534,269)  | (519,704)  | (517,653)  | (514,249)  | (509,325)  | (2,353,755) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 5% (\$874,186) | 25,956,300 | 27,069,426 | 28,176,287 | 29,378,447 | 30,512,460 | 31,503,607 | 32,536,840 | 33,282,187 | 34,257,638 | 35,261,737 | 307,934,928 |
| Savings                                   | 2,542,228  | (348,198)  | (345,681)  | (342,276)  | (337,877)  | (332,371)  | (311,910)  | (303,792)  | (294,143)  | (282,782)  | (356,612)   |

# COST ANALYSIS WITH GG FIRE LOCAL 2005 REQUESTED ASSUMPTIONS

11/1/2018 - 4.5%

| Original Study Session Estimate (4.5%)             |  | FY 2018-19  | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total        |
|--|--|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| Total Cost for Fire Services with OCFA             |  | 23,519,072  | 27,675,356  | 29,350,492  | 30,963,567  | 32,528,577  | 33,980,313  | 35,491,586  | 36,761,512  | 38,296,092  | 39,895,676  | 328,670,243  |
| Net Cost of Fire Dept with City                    |  | 24,693,581  | 26,234,484  | 27,669,616  | 29,215,394  | 30,730,822  | 32,136,705  | 33,611,597  | 34,832,208  | 36,306,298  | 37,849,267  | 313,296,970  |
| Estimated Projected Savings/(Additional Cost)      |  | 1,174,509   | (1,560,872) | (1,686,876) | (1,738,174) | (1,785,756) | (1,840,608) | (1,879,989) | (1,934,304) | (1,985,795) | (2,046,409) | 15,373,273   |
| Revised Estimates with Fire Association Requests   |  | FY 2018-19  | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total        |
| Annual Contract (4.5%)                             |  | 22,191,928  | 23,190,565  | 24,234,140  | 25,324,676  | 26,464,287  | 27,655,180  | 28,899,663  | 30,200,148  | 31,559,154  | 32,979,316  | 272,699,058  |
| Annual Facility Revolving Fund (\$15,000 x 7)      |  | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 105,000     | 1,050,000    |
| Equipment Replacement (3% Per OCFA)                |  | 295,293     | 304,152     | 313,276     | 322,675     | 332,355     | 342,326     | 352,595     | 363,173     | 374,068     | 385,290     | 3,385,203    |
| Start-up (0%, 10 Years, \$1,136,225)               |  | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 113,623     | 1,136,225    |
| Capital Improvements Required                      |  | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0            |
| Asbestos Certification                             |  | 20,740      | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 20,740       |
| Proposal Cost Reimbursement                        |  | (75,000)    | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (75,000)     |
| Total OCFA Estimated Contract Costs                |  | 22,451,594  | 23,713,339  | 24,766,039  | 25,865,974  | 27,015,264  | 28,216,128  | 29,470,881  | 30,781,943  | 32,151,845  | 33,583,229  | 278,216,226  |
| City Contribution of Services Not Included In OCFA |  |             |             |             |             |             |             |             |             |             |             |              |
| Add Position for EOC Management                    |  | 70,000      | 71,400      | 72,828      | 74,285      | 75,770      | 77,286      | 78,831      | 80,408      | 82,016      | 83,656      | 766,480      |
| Hazzmat Clean Up (Ocean Blue)                      |  | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 57,000      | 570,000      |
| Records Management                                 |  | 36,718      | 13,718      | 13,718      | 13,718      | 13,718      | 13,718      | 0           | 0           | 0           | 0           | 107,308      |
| Total Additional Services                          |  | 163,718     | 142,118     | 143,546     | 145,003     | 146,488     | 148,004     | 135,831     | 137,408     | 139,016     | 140,656     | 1,443,788    |
| Pension Obligation (Pre-OCFA Unfunded Liability)   |  | 3,545,268   | 4,132,425   | 4,570,860   | 5,085,056   | 5,510,997   | 5,773,377   | 6,056,543   | 6,028,900   | 6,210,798   | 6,397,122   | 53,312,346   |
| Retired Medical Premium Contribution               |  | 83,928      | 85,026      | 88,177      | 90,381      | 92,641      | 94,957      | 97,331      | 99,764      | 102,258     | 104,815     | 940,277      |
| Total Projected Costs                              |  | 26,446,488  | 28,073,908  | 29,588,622  | 31,166,413  | 32,765,390  | 34,232,465  | 35,760,586  | 37,049,016  | 38,603,918  | 40,225,822  | 333,912,638  |
| Additional Savings: Insurance Premiums             |  | (100,000)   | (110,000)   | (121,000)   | (133,100)   | (146,410)   | (161,051)   | (177,156)   | (194,872)   | (214,359)   | (235,795)   | (1,593,742)  |
| Annual Facility Maintenance Savings                |  | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (105,000)   | (1,050,000)  |
| Utilities  |  | (88,012)    | (90,652)    | (93,372)    | (96,173)    | (99,058)    | (102,030)   | (105,091)   | (108,244)   | (111,491)   | (114,836)   | (1,008,959)  |
| One-time Self off of Fire Equipment                |  | (190,000)   | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (190,000)    |
| One-time Fleet Management Cash Availability        |  | (2,549,414) | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | (2,549,414)  |
| Total Cost for Fire Services with OCFA             |  | 23,414,072  | 27,768,256  | 29,249,250  | 30,852,140  | 32,414,922  | 33,864,384  | 35,373,339  | 36,640,900  | 38,173,068  | 39,770,192  | 327,520,523  |
| Pension Obligation (Pre-OCFA Unfunded Liability)   |  | 3,545,268   | 4,132,425   | 4,570,860   | 5,085,056   | 5,510,997   | 5,773,377   | 6,056,543   | 6,028,900   | 6,210,798   | 6,397,122   | 53,312,346   |
| Retired Medical Premium Contribution               |  | 83,928      | 85,026      | 88,177      | 90,381      | 92,641      | 94,957      | 97,331      | 99,764      | 102,258     | 104,815     | 940,277      |
| Labor (4.5%)                                       |  | 17,244,711  | 18,020,723  | 18,831,656  | 19,679,080  | 20,564,639  | 21,490,047  | 22,457,059  | 23,467,669  | 24,523,714  | 25,627,281  | 211,906,619  |
| Other Operating Costs (4.5%)                       |  | 3,969,674   | 4,148,309   | 4,334,983   | 4,530,057   | 4,733,910   | 4,946,936   | 5,169,548   | 5,402,178   | 5,645,276   | 5,899,313   | 48,780,185   |
| Fire Investigator                                  |  | 239,000     | 249,755     | 260,994     | 272,739     | 285,012     | 297,837     | 311,240     | 325,246     | 339,882     | 355,177     | 2,936,882    |
| Less Savings from Arson Program                    |  | (138,000)   | (89,000)    | (93,005)    | (97,190)    | (101,564)   | (106,134)   | (110,910)   | (115,901)   | (121,117)   | (126,567)   | (1,099,388)  |
| Reserve Quint Purchase                             |  | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 81,512      | 815,120      |
| Reserve Quint Maintenance                          |  | 165,000     | 172,425     | 180,184     | 188,292     | 196,766     | 205,620     | 214,873     | 224,542     | 234,647     | 245,206     | 2,027,555    |
| Less Current Maintenance #625                      |  | (133,979)   | (140,008)   | (146,308)   | (152,892)   | (159,772)   | (166,962)   | (174,476)   | (182,327)   | (190,532)   | (199,106)   | (1,646,362)  |
| Additional Paramedic School Cost                   |  | 175,000     | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 0           | 175,000      |
| Additional Labor Increase in FY 18/19              |  | 25,232,114  | 26,662,167  | 28,109,052  | 29,677,035  | 31,204,140  | 32,617,190  | 34,102,761  | 35,332,583  | 36,826,439  | 38,384,753  | 318,148,235  |
| Total Fire Budget                                  |  | 25,232,114  | 26,662,167  | 28,109,052  | 29,677,035  | 31,204,140  | 32,617,190  | 34,102,761  | 35,332,583  | 36,826,439  | 38,384,753  | 318,148,235  |
| Fire Dept Revenue Offset                           |  |             |             |             |             |             |             |             |             |             |             | (1,642,458)  |
| Net Cost of Fire Dept with City                    |  | 25,082,114  | 26,509,167  | 27,952,992  | 29,517,854  | 31,041,775  | 32,451,576  | 33,933,836  | 35,160,280  | 36,650,690  | 38,205,489  | 316,505,777  |
| Estimated Projected Savings/(Additional Cost)      |  | 1,668,042   | (1,259,088) | (1,296,258) | (1,334,286) | (1,373,147) | (1,412,806) | (1,439,502) | (1,480,620) | (1,522,378) | (1,564,703) | (11,014,747) |

# SENSITIVITY ANALYSIS (INCREASE TO BASE YEAR 2018-19 AND 4.5% FOR FUTURE YEARS)

|   | FY 2018-19 | FY 2019-20  | FY 2020-21  | FY 2021-22  | FY 2022-23  | FY 2023-24  | FY 2024-25  | FY 2025-26  | FY 2026-27  | FY 2027-28  | Total       |
|---|------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Total Net Budget with City 1% (\$174,837) | 25,256,951 | 26,691,872  | 28,143,919  | 29,717,372  | 31,250,271  | 32,669,457  | 34,161,520  | 35,398,209  | 36,899,326  | 38,465,314  | 318,654,212 |
| Savings                                   | 1,842,879  | (1,076,384) | (1,105,331) | (1,134,768) | (1,164,651) | (1,194,927) | (1,211,819) | (1,242,691) | (1,273,742) | (1,304,878) | (8,866,312) |

|   |            |            |            |            |            |            |            |             |             |             |             |
|---|------------|------------|------------|------------|------------|------------|------------|-------------|-------------|-------------|-------------|
| Total Net Budget with City 2% (\$349,674) | 25,431,788 | 26,874,577 | 28,334,845 | 29,916,891 | 31,458,768 | 32,887,336 | 34,389,203 | 35,636,139  | 37,147,962  | 38,725,138  | 320,802,647 |
| Savings                                   | 2,017,716  | (893,679)  | (914,405)  | (935,250)  | (956,154)  | (977,048)  | (984,136)  | (1,004,762) | (1,025,106) | (1,045,054) | (6,717,877) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 3% (\$524,511) | 25,606,625 | 27,057,282 | 28,525,772 | 30,116,409 | 31,667,264 | 33,105,215 | 34,616,887 | 35,874,068 | 37,396,598 | 38,984,963 | 322,951,082 |
| Savings                                   | 2,192,553  | (710,974)  | (723,478)  | (735,732)  | (747,658)  | (759,170)  | (756,452)  | (766,833)  | (776,470)  | (785,229)  | (4,569,442) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 4% (\$699,348) | 25,781,462 | 27,239,987 | 28,716,698 | 30,315,927 | 31,875,761 | 33,323,094 | 34,844,570 | 36,111,997 | 37,645,234 | 39,244,787 | 325,099,517 |
| Savings                                   | 2,367,391  | (528,269)  | (532,552)  | (536,213)  | (539,161)  | (541,291)  | (528,769)  | (528,903)  | (527,834)  | (525,404)  | (2,421,006) |

|   |            |            |            |            |            |            |            |            |            |            |             |
|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Total Net Budget with City 5% (\$874,186) | 25,956,300 | 27,422,691 | 28,907,625 | 30,515,445 | 32,084,258 | 33,540,972 | 35,072,253 | 36,349,926 | 37,893,870 | 39,504,612 | 327,247,952 |
| Savings                                   | 2,542,228  | (345,565)  | (341,625)  | (336,695)  | (330,665)  | (323,412)  | (301,085)  | (290,974)  | (279,198)  | (265,580)  | (272,571)   |

DISCUSSION ON THE ORANGE COUNTY FIRE AUTHORITY PERFORMANCE  
STANDARDS (F: 61.1)

City Manager Stiles overviewed the purpose of holding the Special Study Session to provide the City Council with current information on the performance standards and comparison between the Garden Grove Fire Department and the Orange County Fire Authority (OCFA). He also introduced OCFA Fire Chief Brian Fennessey.

PowerPoint presentations were provided by Acting Fire Chief TJ McGovern that focused on the Garden Grove Fire Department's standards for response time, and by Stewart Gary with Citygate Associates, LLC that focused on best practices and time metric comparisons between Garden Grove Fire Department and OCFA.

Following City Council questions and comments, Eric Thorson with the Garden Grove Fire Local 2005 spoke in favor of the City contracting with OCFA.

# Overview

## GGFD

### Standards of Coverage

# Standards of Coverage

- Adopted written policies and procedures that determine the distribution, concentration, and reliability of fixed and mobile response forces for fire, Emergency Medical Services (EMS), Hazardous Materials, and other technical responses.
- Purpose of Standards of Coverage:
  - Defining baseline emergency response performance standards.
  - Measuring service delivery performance.



# Strategies for Improving Response Times

- To improve First Unit Onscene (FUOS)
  - Increase # of Fire Stations
- To improve Effective Emergency Medical Services (EEMS)
  - All Apparatus have (2) paramedics assigned to them
- To improve Effective Fire Force (EFF)
  - All Apparatus is staffed with 4/0 (4 Personnel on Fire Engine)

# National Fire Protection Association

## NFPA 1710 (Standard)

- First Unit Onscene
  - 6 Minutes
    - 1 Minute = Dispatch
    - 1 Minute = Turnout
    - 4 Minutes = Drive Time
- Effective EMS Force
  - 2 Paramedics Onscene
  - 8 Minutes
- Effective Fire Force
  - 15 Firefighters Onscene
  - 8 Minutes

## How Deployment Times Were Calculated

- Tasked to Develop a Standards of Coverage, based off the following criteria:
  - Took NFPA 1710 Standard
  - Took 12 Months of Response Data from Metro Net
  - 90% Bench Mark with Average Times
- Response times were calculated based off Average Times not Fractile Measurements.

# Daily Staffing Comparison All Models (29 On-Duty)

| #1 Current GGFD         |        |              |  |
|-------------------------|--------|--------------|--|
| 7 Fire Stations         |        |              |  |
| 9 Pieces of Equipment   |        |              |  |
| • 7 Engines             |        |              |  |
| • 1 Truck               |        |              |  |
| • 1 PM Squad            |        |              |  |
| • 1 Battalion Chief     |        |              |  |
| • 8 Captains            |        |              |  |
| • 8 Engineers           |        |              |  |
| • 12 Firefighters       |        |              |  |
| 10 Certified Paramedics |        |              |  |
| FUOS                    | 65%    | Average 3:47 |  |
| EEMS                    | 28.20% | Average 4:29 |  |
| EFF                     | 30%    | Average 8:05 |  |
| POT                     |        | Average 4:22 |  |

| #2 Comparable GGFD      |     |              |  |
|-------------------------|-----|--------------|--|
| 7 Fire Stations         |     |              |  |
| 7 Pieces of Equipment   |     |              |  |
| • 5 Engines             |     |              |  |
| • 2 Quints              |     |              |  |
| • 1 Battalion Chief     |     |              |  |
| • 7 Captains            |     |              |  |
| • 7 Engineers           |     |              |  |
| • 14 Firefighters       |     |              |  |
| 14 Certified Paramedics |     |              |  |
| FUOS                    | 63% | Average 3:50 |  |
| EEMS                    | 63% | Average 3:50 |  |
| EFF                     | 90% | Average 6:09 |  |
| POT                     |     | Average 3:50 |  |

| #3 OCFA FSP             |     |              |  |
|-------------------------|-----|--------------|--|
| 7 Fire Stations         |     |              |  |
| 7 Pieces of Equipment   |     |              |  |
| • 5 Engines             |     |              |  |
| • 2 Quints              |     |              |  |
| • 1 Battalion Chief     |     |              |  |
| • 7 Captains            |     |              |  |
| • 7 Engineers           |     |              |  |
| • 14 Firefighters       |     |              |  |
| 14 Certified Paramedics |     |              |  |
| FUOS                    | 63% | Average 3:50 |  |
| EEMS                    | 63% | Average 3:50 |  |
| EFF                     | 90% | Average 6:09 |  |
| POT                     |     | Average 3:50 |  |

## Current GGFD Deployment Model

vs

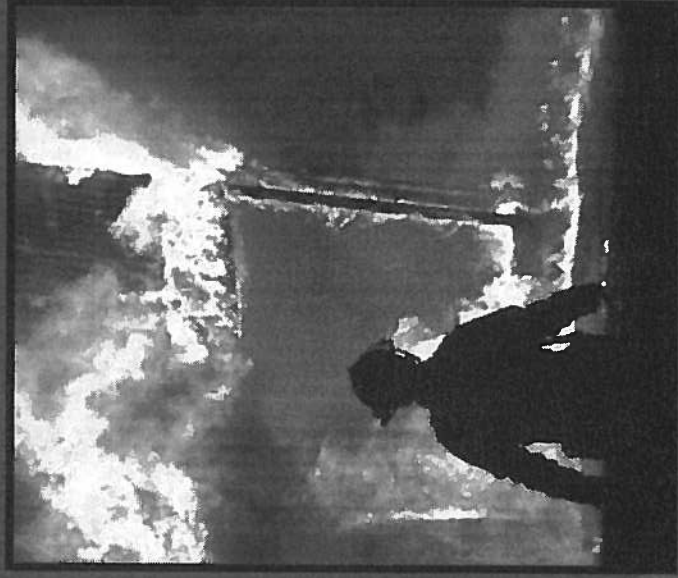
## OCFA Deployment Model

- OCFA Deployment Model
  - No Change in FUOS — (First Unit Onscene)
  - Improved Response Times for EEMS — (Effective Emergency Medical Services)
  - Improved Response Times for EFF — (Effective Fire Force)
  - Will not require (2) pieces of Fire Apparatus to respond to a medical aid.
    - Currently, When GE1, GE3, GE4, GE6, and GE7 responds to an Advanced Life Support (ALS) call, it requires (2) pieces of Fire Apparatus to respond, to form up the paramedic component.

# Response Time Measures Briefing

City of Garden Grove

Presented on March 4, 2019



CITYGATE ASSOCIATES, LLC  
FIRE & EMERGENCY SERVICES

The Business of Better Government

## Fire Service Delivery Policy Choices

- There are no mandatory federal or state regulations directing the level of fire service response times and outcomes. Thus, communities have the level of service they desire and can afford.
- The body of regulations on the fire service provides that *if fire services are provided at all, they must be done so with the safety of the firefighters and citizens in mind.*
- Deployment is about the **speed** and **weight** of the response:
  - **Speed** = single neighborhood-based units
  - **Weight** = multiple units amassing quickly enough to stop serious fires

## Service-Level Goals

- Time-temperature curve in building fires
- EMS survivability in cardiac arrest (CPR)
- Suppress other outdoor fires before they spread to buildings and wildland areas
- Keep small fires small
- Save people with potentially fatal medical emergencies
- Policy goal – Provide adequate response times to *all similar risk and population density neighborhoods*



## Deployment Best Practices Advice

- Insurance Services Office (ISO)
- National Fire Protection Association (NFPA)
- Commission on Fire Accreditation
- Recommendation is for each community to adopt a council policy for desired outcomes for types of risk
- Example – keep building fire to or near room of origin
  - The outcome needs a quantity of firefighters in time to be effective – “Response Time”

## Current Urban Best Practice Time Metrics

- ***Call Processing/Dispatch***
  - NFPA: 90 seconds or less (90%)
- ***Crew Turnout***
  - NFPA: 80 seconds or less (90%)
  - Citygate: 2:00 minutes or less (90%)
- ***First-Due Travel***
  - NFPA: 4:00 minutes or less (90%)
- **Total Response Time = 7:30 minutes/seconds**
- ***1<sup>st</sup> Alarm Travel***
  - NFPA: 8:00 minutes or less (90%); 11:30 Total Response

## Garden Grove Measures History

- Late 2008 General Plan 2030
- Goal – SAF-IMP-5I – Adopt standards that set the number of personnel per response and response times (NFPA 1710)

*(NFPA 1710 recommends 4-minute travel for the first arriving fire unit 8-minute multi-unit travel to serious fires.)*

## Fire Chiefs 2016 Deployment Review

- Six minutes *total* time for EMS incidents appears to be based on 4-minute travel + 2 minutes for dispatch and turnout = 6 minutes
- City Council action was to “accept” the report and increase PM staff; no mention of response times
- The report did not include dispatch processing time

## Measure O Response Time – Mid-2018

- City webpage on Measure O references 6 minutes for critical medical events
- Given the 2016 Chief's report, the 6 minutes appears to be *from crew notify*, not 9-1-1 receipt
- By the 6<sup>th</sup> minute, 38% reached but no mention of the time to 90%

## Council Response Time Update – Sept. 2018

- Discussion of a 6-minute ***total*** EMS response time @ 90%, but divided into:
  - 1:45-minute dispatch + 1-minute crew turnout + 4-minute travel = **6:45**
  - Referenced NFPA 1710 and use of 90% fractile

## 2018 Garden Grove Response Time Data

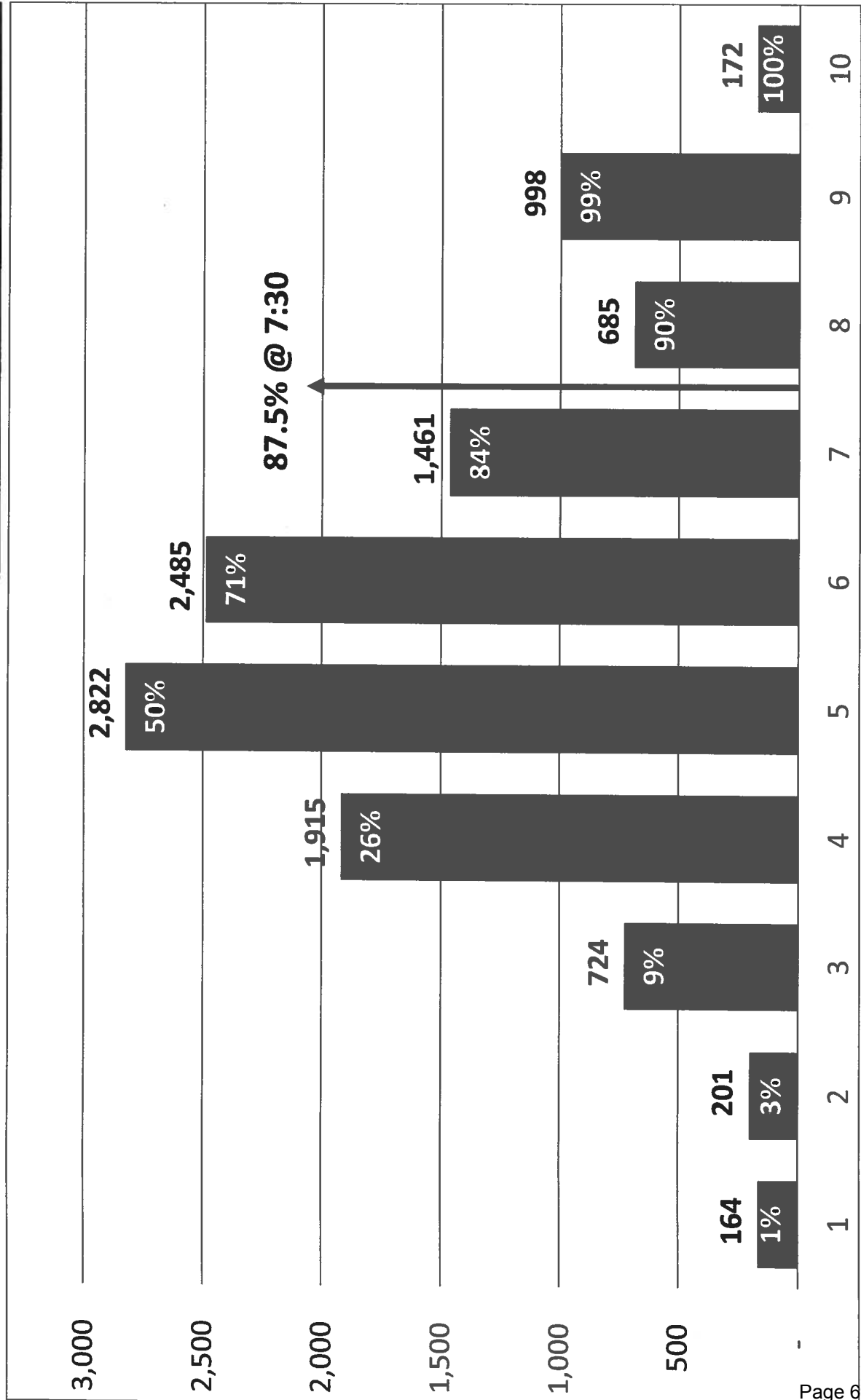
- **1<sup>st</sup> Due Unit @ 90%**
  - Call processing 1:23 minute/seconds
  - Crew turnout 1:24 minute/sec
  - Travel 6:22 minutes/sec
  - *Citywide Total Time* 8:20 minutes/sec
- **OCFA 1<sup>st</sup> Unit Goal – 7:22 @ 80%**

## 2016-2018 Garden Grove Response Time Data

- **1<sup>st</sup> Due Unit @ 90%**
  - Call processing 1:31 minute/seconds
  - Crew turnout 1:41 minute/sec
  - Travel 6:13 minutes/sec
  - *Citywide Total Time* 8:23 minutes/sec
- **OCFA 1<sup>st</sup> Unit Goal – 7:22 @ 80%**



# Total Response Time by Minute



## Deployment Measures Summary

- A total response time measure for Garden Grove should begin with 9-1-1 answer
- A best practices goal would be 7:30 minutes
- Current City measure is 8:20 minutes @ 90% due to longer travel times
- But over 87.5% are reached by 7:30 minutes
- The OCFA proposal does not change station locations so travel times stay the same
- Given other unit type changes, OCFA should have the same or slightly better times

# Discussion

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Maria Stipe  
Dept.: City Manager                      Dept.: City Clerk  
Subject: Discussion on adopting a      Date: 4/9/2019  
            Proclamation recognizing  
            April 2019 as Arab American  
            Heritage Month as requested  
            by Council Member K.  
            Nguyen. (*Action Item*)

---

Attached for discussion and action is a Proclamation declaring April 2019 as Arab American Heritage Month as requested by Council Member K. Nguyen.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>  |
|--------------------|--------------------|-------------|---|
| Proclamation       | 4/2/2019           | Resolution  | 4-9-<br>19_Arab_American_Heritage_Proclamation.2019.pdf |

## PROCLAMATION

### PROCLAIMING THE MONTH OF APRIL 2019 AS ARAB AMERICAN HERITAGE MONTH

- WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including art, medicine, law, business, technology, government, architecture, literature, and culture; and
- WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and
- WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and
- WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, can be combatted by education and awareness; and
- WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and
- WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City celebrates the countless contributions that Arab Americans have made to American society and the City of Garden Grove, therefore hereby proclaims the month of April 2019 to be Arab American Heritage Month in Garden Grove.

April 9, 2019

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Steven R. Jones, *Mayor*

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George S. Brietigam  
*Council Member–District 1*

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John O'Neill  
*Council Member–District 2*

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Thu-Ha Nguyen  
*Council Member–District 3*

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Patrick Phat Bui  
*Council Member–District 4*

---

Stephanie Klopfenstein  
*Mayor Pro Tem–District 5*

---

Kim B. Nguyen  
*Council Member–District 6*

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Maria Stipe

Dept.: City Manager                      Dept.: City Manager

Subject: Discussion on adopting a      Date: 4/9/2019  
Proclamation declaring April  
2019 as Sexual Assault  
Awareness Month as  
requested by Council  
Member K. Nguyen. (*Action  
Item*)

---

Attached is a Proclamation declaring April 2019 as Sexual Assault Awareness Month as requested by Council Member Kim Nguyen.

**ATTACHMENTS:**

| <b>Description</b> | <b>Upload Date</b> | <b>Type</b> | <b>File Name</b>  |
|--------------------|--------------------|-------------|---|
| Proclamation       | 4/2/2019           | Resolution  | 4-9-<br>19_Final_Proclamation.Sexual_Assault_Awareness_Month.2019.pdf |

## **PROCLAMATION**

### **PROCLAIMING THE MONTH OF APRIL 2019 AS SEXUAL ASSAULT AWARENESS MONTH**

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts millions of adults, teenagers, and children; and

WHEREAS, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 67 men will be raped at some point in their lives; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and

WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and

WHEREAS, sexual assault affects individuals across all ages, abilities, sexual orientations, gender identities, and of all racial, social, religious, ethnic, and economic backgrounds; and

WHEREAS, the theme of this year's Sexual Assault Awareness Month campaign is "I Ask." The campaign champions the power of asking for consent — whether it be asking to hold someone's hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, and assault. The goal of the campaign is to empower everyone to put consent into practice. "I Ask" is the statement by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City of Garden Grove recognizes April 2019 as Sexual Assault Awareness Month and hopes that each day of the month and year is an opportunity to create change for the future.

April 9, 2019

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Steven R. Jones, *Mayor*

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George S. Brietigam  
*Council Member–District 1*

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John O’Neill  
*Council Member–District 2*

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