



## AGENDA

Garden Grove City  
Council

Tuesday, April 23, 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 Lieutenant John Reynolds and Dr. Dawn Miller, as 2019 Garden Grove Chamber of Commerce Man and Woman of the Year.
- 1.b. Overview of the SARA (Scanning, Analysis, Response and Assessment) for the Beach and Garden Grove Boulevard Community Improvement Project as presented by the Garden Grove Police Department.

### 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 recognizing Lieutenant John Reynolds and Dr. Dawn Miller, 2019 Garden Grove Chamber of Commerce Man and Woman of the Year. *(Action Item)*
- 3.b. Adoption of a Proclamation declaring May 2019 as Building Safety Month in Garden Grove. *(Action Item)*.
- 3.c. Adoption of a Resolution authorizing a Joint Powers Agreement to participate in the Orange County Housing Finance Trust. *(Action Item)*

- 3.d. Acceptance of Project No. 7401 - Water Service Line Replacement and Improvement Project, Phase II as complete. (*Action Item*)
- 3.e. Approval of travel and related expenses to the 2019 International Conference of Shopping Centers held in Las Vegas, Nevada on May 20 through 22. (Estimated Cost: \$3,000) (*Action Item*)
- 3.f. Authorize issuance of purchase orders to Keystone Uniforms OC and Galls-Quartermaster, Inc., to provide uniforms and safety equipment for Police and Fire Department personnel. (Cost: \$150,000 per year) (*Action Item*)
- 3.g. Receive and file minutes from the meeting held on April 9, 2019. (*Action Item*)
- 3.h. Approval of warrants. (*Action Item*)
- 4. COMMISSION/COMMITTEE MATTERS
  - 4.a. Appointments to the Measure O Citizens' Oversight Committee (Continued from the March 26, 2019, meeting). (*Action Item*)
- 5. ITEMS FOR CONSIDERATION
  - 5.a. Approval of a Purchase and Sale Agreement for the sale of the former Fire Station No. 6 located at 12111 Chapman Avenue, Garden Grove. (Sale amount: \$500,000) (*Action Item*).
  - 5.b. Approval of the third amendment to the agreement with the County of Orange to provide forensic services. (Cost: \$532,109) (*Action Item*)
- 6. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
  - 6.a. Discussion on a proposed letter to Orange County Mayors and City Managers regarding AB 392 (Weber) Peace Officers: Deadly Force, as requested by Council Member Brietigam.
- 7. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, May 14, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Ana Pulido

Dept.: City Manager                      Dept.: Community Services

Subject: Adoption of a Resolution      Date: 4/23/2019  
recognizing Lieutenant John  
Reynolds and Dr. Dawn  
Miller, 2019 Garden Grove  
Chamber of Commerce Man  
and Woman of the Year.  
(*Action Item*)

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Attached is a Resolution recognizing Lieutenant John Reynolds and Dr. Dawn Miller, 2019 Garden Grove Chamber of Commerce Man and Woman of the Year recommended for adoption.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	4/17/2019	Resolution	4-23- 19_Man_and_Woman_of_the_Year_Resolution.pdf

Resolution

Lieutenant John Reynolds and Dr. Dawn Miller

Garden Grove Chamber of Commerce

2019 Man and Woman of the Year

WHEREAS, Lieutenant John Reynolds and Dr. Dawn Miller's exceptional efforts and sustained contributions to Garden Grove have earned them the prestigious title of Garden Grove Chamber of Commerce 2019 Man and Woman of the Year; and

WHEREAS, Lieutenant John Reynolds, a member of the Garden Grove Police Department since 1995, who in his 24 years has gone above and beyond to enhance the Garden Grove community with his spirit of service; and

WHEREAS, Since 2009, Lieutenant John Reynolds has been on the Board of Directors for the Boys and Girls Clubs of Garden Grove. He is also a member of the Kiwanis Club of Greater Garden Grove, serving as president; and

WHEREAS, Dr. Dawn Miller moved to Garden Grove in 1983, and is the founder and owner of Dawn M. Miller O.D. & Associates located on Historical downtown Main Street; and

WHEREAS, Dr. Dawn Miller is president of the 2019 Garden Grove Strawberry Festival Association, is part of the nonprofit Flying Samaritans of Orange County, and a member of the Board of Directors for the Garden Grove Chamber of Commerce, Boys and Girls Club of Garden Grove, and Lifeshare, Inc.; and

WHEREAS, Lieutenant John Reynolds and Dr. Dawn Miller's efforts in bringing out the best in our community go beyond words and are further exemplified in being selected as the Garden Grove Chamber of Commerce Man and Woman of the Year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend the achievements of Lieutenant John Reynolds and Dr. Dawn Miller, and their meritorious recognition as the Garden Grove Chamber of Commerce 2019 Man and Woman of the Year.

April 23, 2019

**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 declaring May 2019 as Building Safety Month in Garden Grove. (*Action Item*). Date: 4/23/2019

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Attached is a Proclamation declaring May 2019 as Building Safety Month in Garden Grove recommended for adoption.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Proclamation	4/18/2019	Backup Material	4-23-19_Building_Safety_Month_2019.pdf

## Proclamation

May 2019 as Building Safety Month – “No Code. No Confidence.”

WHEREAS, Sponsored by the International Code Council (ICC), Building Safety Month is an international campaign that culminates in May to raise awareness and promote building safety; and

WHEREAS, This year’s 39<sup>th</sup> annual Building Safety Month is themed “No Code. No Confidence.” to illustrate the importance of building codes and a strong system of code enforcement to ensure that individuals are safe in the building where they live, work, and play; and

WHEREAS, The City of Garden Grove is committed to recognizing that our growth and strength depends on the safety and economic value of the buildings, homes, and infrastructure that serve our citizens; and

WHEREAS, The City of Garden Grove and the Certified Access Specialist will host a free building safety seminar on Wednesday, May 1, 2019, to provide valuable information and resources for members in the architectural, building, construction, engineering, planning, and related industries; and

WHEREAS, The seminar will be presented by the City of Garden Grove’s Community and Economic Development Department’s Building Official, David Dent, and representatives from the Cities of Inglewood, Irvine, Laguna Niguel, and Long Beach.

NOW THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby proclaim May 2019 as Building Safety Month – “No Code. No Confidence.” in Garden Grove, and urges the community to recognize the importance of keeping building codes up-to-date and participate in improving building safety.

April 23, 2019

Steven R. Jones  
Mayor, City of Garden Grove

Stephanie Klopfenstein  
Mayor Pro Tem  
District 5

George S. Brietigam III  
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

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution authorizing a Joint Powers Agreement to participate in the Orange County Housing Finance Trust. ( <i>Action Item</i> )		
Date:	4/23/2019		

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**OBJECTIVE**

The purpose of this memorandum is to request that the City Council adopt the attached Resolution authorizing the Mayor to execute the Joint Powers Agreement ("JPA") to join the Orange County Housing Finance Trust ("OCHFT").

**BACKGROUND**

The OCHFT is a Joint Powers Authority that shares among city members and the County of Orange the power to secure and allocate funding for affordable housing projects and programs, more specifically as it relates to housing that addresses persons formerly homeless.

OCHFT emphasizes funding for supportive housing, which is housing for persons that may require additional on-site or other local services to remain in housing. These services may include social services, mental health services, health care, counseling, and life and budget planning.

**DISCUSSION**

The attached Resolution would allow the City to participate in OCHFT. The City's participation means that the City agrees to share the ability to secure and allocate funding for affordable housing projects and programs, especially supportive housing, with other members of the Joint Powers Agreement. Recent actions by the voters



and at the State level have led to several billions of dollars becoming available for projects to create housing.

OCHFT is envisioned to provide a stronger voice for the Orange County region to secure the region's share of State and other funds (including private grants) to help address longer-term housing for persons formerly homeless. Public funds include Proposition 1 funds, SB 2 funds, and community development block grant funds.

The funding available through OCHFT will serve as gap financing and will be made available through an application filed jointly by the developer and the partnering city. OCHFT will not build projects itself, own projects, manage projects, or place projects in cities which did not apply for them. OCHFT cannot require member cities to take a share of any allocation of supportive housing units, nor to come to the table with funds to allocate. OCHFT governing board will determine whether a project application is worthy of funding from the Trust.

The JPA sets forth the powers to fund affordable and supportive housing projects that the member cities and County would share. It sets forth the Governing Board as follows:

- Four representatives from the County of Orange, all elected officials (including two members of the Board of Supervisors) and placed on the Trust Governing Board by the Orange County Board of Supervisors.

Five representatives from cities, as follows:

- One city council member for the city member with the greatest population in the North Service Planning Area (SPA).
- One city council member for the city member with the greatest population in the Central SPA.
- One city council member for the city member with the greatest population in the South SPA.
- Two city council members who are each selected from member cities, which are not already represented on the Board of Directors.
- A *next officio* advisory board to the Governing Board is envisioned, including representation from city managers, housing authorities, the County CEO, law enforcement, and the public.

The selection of the city representatives shall be made by the City Selection Committee. Cities who are members of OCHFT are eligible to be members of the Board. Any Orange County city is eligible to be a member of OCHFT.

The JPA document also expresses that:

- OCHFT can have staff level assistance, but such assistance shall come from contractors.
- Members of OCHFT can leave at any time.
- Members of OCHFT cannot have, as a condition of membership, a requirement to provide any number of housing units;
- OCHFT shall have an annual report to maximize transparency; and

- OCHFT cannot issue debt. If at a later date the OCHFT governing board wishes to pursue debt, a recirculation and amendment of the JPA document is required.

The draft bylaws (Attachment No. 3) were developed by a working group comprised of elected officials, County representatives, city management representatives and retired City Managers. The draft bylaws will be adopted by OCHFT once the board is seated. Attached to this report is a letter from First District Supervisor Andrew Do further explaining the OCHFT and encouraging the City of Garden Grove to join the Trust (Attachment No. 4). In May 2018, the City Council adopted a related resolution authorizing staff to participate in the Association of California Cities - Orange County's planning efforts regarding county-wide supportive housing.

## FINANCIAL IMPACT

Initially, there is no financial impact. The County of Orange will provide a year's worth of start-up staffing costs for the administration of OCHFT. The OCHFT Board may, in a future year, ask for the City's pro-rata share of any OCHFT administrative costs should State, County, or other funds not cover those costs. It is anticipated that the City's share, if any, of those administrative costs will not exceed \$15,000 in any year.

As the Trust becomes operational, there is a likelihood that the City or City-supported affordable housing projects will receive funding from the OCHFT.

## RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution authorizing the City's membership in the Orange County Housing Finance Trust, as described by the attached Joint Powers Agreement; and
- Authorize the Mayor to execute the Joint Powers Agreement.

## ATTACHMENTS:

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	4/18/2019	Resolution	4-23-19_OC_Housing_Finance_Trust.pdf
Joint Powers Agreement	4/5/2019	Backup Material	OCHFT_Joint_Powers_Agreement_(v_3_7_2019a)_(1).docx
Draft By Laws	4/5/2019	Backup Material	Draft_Bylaws_for_the_OC_Housing_Finance_Trust.docx
OCHFT Letter From Supervisor Andrew Do	4/16/2019	Cover Memo	OCHFT_Letter_From_Supervisor_Do.3.25.19.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
RELATING TO THE JOINT EXERCISE OF POWERS  
FOR AND MEMBERSHIP IN  
THE ORANGE COUNTY HOUSING FINANCE TRUST

WHEREAS, homelessness in the Orange County region has increased over time to at least 4,500 people as of the 2017 Point in Time Count; and

WHEREAS, homelessness locally is a result of various causes that can include a lack of affordable and supportive housing units, the high cost of workforce housing, a shortage of jobs that result in wages that pay for local rents, mental illness and substance use, the high cost of land and housing development, and more; and

WHEREAS, as homelessness increases, it causes crises that can be humanitarian, financial and from a community safety perspective, as Orange County residents and others without adequate shelter reside in and on communities' public facilities, including streets, parks, sidewalks, transit centers, riverbeds and storm channels, restrooms, libraries, and more; and

WHEREAS, the costs of homelessness on our community resources and facilities are estimated in a 2017 study done by United Way of Orange County and the University of California, Irvine, to be in the range of \$300 million per year, and likely growing; and

WHEREAS, families, children, the aged, our veterans, and persons with mental illness and other disabilities are all subject to homelessness depending on their individual circumstances, and all are worthy of our community's respect and care; and

WHEREAS, the provision of adequate housing for persons formerly homeless can include a range of housing types, from emergency and bridge shelters to transitional housing to rapid rehousing to supportive housing to affordable housing; and

WHEREAS, in Orange County, there appears to be a shortfall of beds and units in each housing category, making the goal of ending homelessness in our region extremely difficult to attain without adding more housing units; and

WHEREAS, the concept of adding to the supply of supportive housing – supportive housing meaning where a person who may have formerly been homeless is able to secure and maintain his or her housing provided that

services are provided to the individual to help them stay successfully in housing – is deemed to be beneficial to solving the needs of the chronically homeless; and

WHEREAS, in 2018, Orange County leaders worked to develop and secure legislation that created a joint powers mechanism that would share the power of securing funding for various types of housing that can address our homelessness crisis, with a focus on developing more supportive housing units; and

WHEREAS, this legislation (AB 448) allowed for the creation of the Orange County Housing Finance Trust (Trust), a Trust established to secure both public and private dollars and to ensure that Orange County as a region attains its share of State resources approved by California residents and the California Legislature to address housing and homelessness via the provision of more housing units, especially supportive housing; and

WHEREAS, to join the Trust, Orange County cities and the County of Orange may execute a Joint Powers Agreement that makes them a member of the Trust and describes the roles and responsibilities of the Trust, as well as its Governance structure; and

WHEREAS, the City of Garden Grove desires to join the Orange County Housing Trust by authorizing the Mayor to execute the Joint Powers Agreement that is attached hereto as an exhibit; now, therefore be it

RESOLVED by the City Council of the City of Garden Grove that it hereby authorizes the City's membership in the Orange County Housing Finance Trust, as described by the attached Joint Powers Agreement (Exhibit 1); and be it also

RESOLVED by the City Council of the City of Garden Grove that it hereby encourages the Trust Governing Board to use every effort to minimize and offset the Trust's administrative costs, including by using contracted staff, partnerships with other like-minded entities for an office site or other administration functions, and by actively seeking bond or other non-General Fund sources to offset these administrative costs; and be it also

RESOLVED by the City Council of the City of Garden Grove that it hereby directs City staff to report back to the Council within one year with a determination of whether the Trust has appropriately minimized its administrative costs in the manner suggested by this Resolution; and be it also

RESOLVED by the City Council of the City of Garden Grove that it authorizes the Mayor to execute the Joint Powers Agreement on the City's behalf.

## EXHIBIT 1

### JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the following public entities (collectively, the “Parties”): \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively, the “Cities”) and the COUNTY OF ORANGE (the “County”).

### RECITALS

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust (“OCHFT”), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

### **Section 1. Creation and Purpose.**

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the “Orange County Housing Finance Trust.” OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

### **Section 2. Term and Termination.**

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT’s activities.

### **Section 3. Powers and Duties of OCHFT.**

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;



(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

#### **Section 4. Members**

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

#### **Section 5. Board of Directors**

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **Section 6. Additional Officers and Employees**

### **(a) Officers and Contract Staff**

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors 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 an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

## **Section 7. Financial Provisions**

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors 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.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of

OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

## **Section 8. Amendments and Additional Parties.**

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

## **Section 9. Non-Liability for Obligations of OCHFT.**

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

## **Section 10. Admission and Withdrawal of Parties.**

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

## **Section 11. Notices.**

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

\_\_\_\_\_, \_\_\_\_\_

Santa Ana, California \_\_\_\_\_

(b) City of \_\_\_\_\_:

**Section 12. Miscellaneous.**

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF  
THE BOARD

\_\_\_\_\_

Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE  
TO BE GIVEN TO:

FRANK KIM  
COUNTY EXECUTIVE OFFICER  
10 Civic Center Plaza  
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:  
LEON PAGE  
COUNTY COUNSEL

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

Dated: \_\_\_\_\_



## **JOINT EXERCISE OF POWERS AGREEMENT**

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the following public entities (collectively, the “Parties”): \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively, the “Cities”) and the COUNTY OF ORANGE (the “County”).

### **RECITALS**

A. The Parties are responsible for the health and safety of the residents within their geographic boundaries.

B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as to create and issue development agreements for such activities.

C. The parties find it in their mutual economic interest to address work force housing, affordable housing, and supportive housing issues on a regional level.

D. A countywide adequate supply of housing will provide social and economic benefits to residents and taxpayers of the parties.

E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each party to act individually, and to provide charitable support for affordable housing in Orange County.

F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein, and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.

G. California Government Code section 6539.5 authorizes the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Finance Trust (“OCHFT”), which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (2) receive public and private financing and funds.

H. California Government Code section 6539.5 also authorizes the parties to a joint powers agreement, which is executed pursuant to its provisions, to grant OCHFT the power to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT. However, at this point in time, it is the consensus of the Parties to the Agreement not to grant OCHFT the power to authorize and issue bonds or other debt instruments. This Agreement may be amended in the future to grant OCHFT the power to issue bonds or other debt instruments.

I. Local land-use decisions remain solely with each party. Nothing in this Agreement deprives any party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

### **Section 1. Creation and Purpose.**

(a) Creation of OCHFT. Pursuant to the Joint Exercise of Powers Act, including Section 6539.5 of the Government Code, there is hereby created a public entity to be known as the “Orange County Housing Finance Trust.” OCHFT shall be a public entity separate and apart from the Parties, and shall administer this Agreement.

(b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating OCFHT as a public entity separate from the Parties to: (i) exercise Common Powers with respect to providing funding for the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; and (ii) receive public and private financing and funds. The purpose of this Agreement shall be accomplished and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining or providing social programs or services to its residents as it deems proper and necessary.

### **Section 2. Term and Termination.**

(a) Term. This Agreement shall become effective, and OCHFT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.

(b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, OCHFT shall be dissolved and, after payment or provision for payment of all liabilities, the assets of OCHFT shall be distributed to the Parties in proportion to the contributions of each Party to OCHFT and the amounts paid by each Party in connection with OCHFT’s activities.

### **Section 3. Powers and Duties of OCHFT.**

(a) General Powers. OCHFT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.

(b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, OCHFT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the

purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:

- (1) to make and enter into contracts;
- (2) to contract for staff assistance;
- (3) to sue and be sued in its own name;
- (4) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
- (5) to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of OCHFT, as OCHFT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
- (6) to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
- (7) to carry out all the provisions of this Agreement;
- (8) to purchase obligations of any Party;
- (9) to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
- (10) to employ and compensate counsel including bond counsel, financial consultants, and other advisers determined appropriate by OCHFT in the accomplishment of the purposes of this Agreement;
- (11) to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by OCHFT in connection with the accomplishment of the purposes of this Agreement;
- (12) for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (13) for the purposes of renting space for OCHFT to operate, to lease to, and to lease from, a Party or any other person or entity lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which OCHFT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
- (14) to solicit charitable contributions from private sources;

(15) to propose amendments to this Agreement, including amendments that would allow OCHFT to authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by OCHFT; and

(16) to exercise any and all other powers as may be provided for OCHFT in the Joint Powers Act or any other applicable law.

(c) Limitation on Powers. Neither this Agreement nor section 6539.5 of the Government Code authorize OCHFT do any of the following:

(1) regulate land use in Cities or in the unincorporated area of the County;

(2) serve as an owner or operator of housing units;

(3) levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition for approval of a development project;

(4) require or incentivize inclusionary zoning requirements;

(5) require the Parties to this Agreement to dedicate or assign funding for any OCHFT obligations or programs;

(6) approve a housing project or program that is not supported by the governing body of the jurisdiction (a City or the County) in which the project is proposed to be sited; or

(7) require the Parties to this Agreement to accept or provide any number of housing units as a prerequisite to joining or remaining a member of OCHFT.

#### **Section 4. Members**

The members of OCHFT shall be the parties to this Agreement who have not withdrawn from OCHFT, and such other parties as may join OCHFT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only the County of Orange and cities within the County of Orange may be a party to this Agreement and a member of OCHFT.

#### **Section 5. Board of Directors**

(a) Selection of Directors. OCHFT shall be governed by a Board of Directors consisting of nine Directors selected as follows:

(1) Two members of the Board of Supervisors of the County of Orange selected by the Board of Supervisors.

(2) Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

(3) One city council member for the city member with the greatest population in the North Region Service Planning Area as depicted in Exhibit A.

(4) One city council member for the city member with the greatest population in the Central Region Service Planning Area as depicted in Exhibit A.

(5) One city council member for the city member with the greatest population in the South Region Service Planning Area as depicted in Exhibit A.

(6) Two city council members who are each selected from member cities, which are not already represented on the Board of Directors. The selection of these Directors shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members that are not already represented pursuant to Section 5, subdivisions (a)(3), (a)(4) and (a)(5).

(b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of OCHFT shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of Directors.

(c) Advisory Board. In accordance with OCHFT's bylaws, the Board of Directors may convene an *ex officio* advisory board that may include a public member, city managers or assistant city managers, the County Executive Officer, a representative from law enforcement, and a representative from a housing authority.

(d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director. Any obligation to pay expenses pursuant to this paragraph shall be a charge against any unencumbered funds of OCHFT available for the purpose.

(e) Meetings of the Board of Directors.

(1) Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act.

(2) Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.

(3) Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors.

(4) Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or

decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.

(5) Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.

(6) Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its members at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or in the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

(7) Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

## **Section 6. Additional Officers and Employees**

### **(a) Officers and Contract Staff.**

(1) OCHFT may contract with a Party to this Agreement for officers and staff pursuant to Section 6, subdivision (d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of OCHFT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in OCHFT's budget and are appropriated by OCHFT therefore.

(2) None of the officers, agents or staff, if any, directly contracted by OCHFT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of OCHFT, an officer or employee of a public agency that is a Party to this Agreement or a certified public accountant to hold the offices of treasurer and auditor for OCHFT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for OCHFT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of OCHFT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of OCHFT. The treasurer and auditor of OCHFT shall be required to file an official bond with the Board of Directors 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 an appropriate expense of OCHFT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to OCHFT who shall perform such duties as may be prescribed by the Board. The County Counsel of the County shall be OCHFT's counsel unless and until the Board of Directors appoints other counsel to serve such function.

(d) Administrative Services and Reimbursement of Costs.

(1) The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to OCHFT, including the services described in Section 6, subdivisions (a), (b) and (c). The amount charged by the Party to provide such services to OCHFT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to OCHFT under this Section 6 may charge OCHFT the amounts necessary to recover the direct and indirect costs of such services.

(2) If OCHFT contracts with a Party to this Agreement to provide OCHFT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of OCHFT or any other Party to this Agreement. This Section 6, subdivision (d)(2), shall not preclude a Party providing administrative services to OCHFT pursuant to a contract with OCHFT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge OCHFT for providing such services.

## **Section 7. Financial Provisions**

(a) Fiscal Year. The Fiscal Year of OCHFT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of OCHFT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

(1) General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all of the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating OCHFT) and Program costs (i.e., the financing of the programs funded or sponsored by OCHFT). Thereafter, at or prior to the last meeting of the Board of Directors 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.

(2) Expenditures for the Approved Budget. The payment of all OCHFT obligations is limited to the amount of appropriations allowed in OCHFT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

(1) Administrative Cost Contributions. The County shall be responsible for OCHFT's administrative costs for one year following the creation of OCHFT. After this initial year, and in consideration of the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of OCHFT in accordance with a cost allocation formula to be approved by the Board of Directors. By unanimous vote, the Board of Directors may waive a parties' contribution toward OCHFT's administrative costs. A Party's contribution to OCHFT's administrative costs shall be in the form of money, unless the Board approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions shall be as determined by the Board.

(2) Program Cost Contributions. The particular programs and program budget, funded, sponsored or operated by OCHFT, as well as the level of, and mechanisms for, the involvement of OCHFT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors. A Party's individual contribution, involvement and role in any particular program or the budgeted program costs shall be as may be mutually agreed between the Party and OCHFT.

(d) Accounts and Reports.

(1) Books and Records. There shall be strict accountability of all OCHFT funds and accounts and report of all OCHFT receipts and disbursements. Without limiting the generality of the foregoing, OCHFT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of OCHFT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.

(2) Annual Audit. The person appointed by the Board of Directors to perform the auditor function for OCHFT shall cause an annual independent audit of the accounts and records of OCHFT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

(3) Annual Financial Report. Pursuant to section 6539.5 of the Government Code, OCHFT shall publish an Annual Financial Report that shall describe the funds received by OCHFT and the use of such funds by OCHFT. The Annual Financial Report shall describe how the funds received by OCHFT have furthered the purpose of OCHFT.

(e) Funds. Subject to the applicable provisions of any instrument or agreement which OCHFT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse OCHFT funds, the person appointed by the Board of Directors to perform the treasurer function for OCHFT shall receive, have the custody of and disburse OCHFT funds as nearly as possible in accordance with generally accepted accounting practices, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.



## **Section 8. Amendments and Additional Parties.**

(a) This Agreement may not be amended or modified except by a vote of two-thirds of all of the Parties through formal action approving such an amendment by the Parties' respective governing bodies.

(b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

## **Section 9. Non-Liability for Obligations of OCHFT.**

The debts, liabilities and obligations of OCHFT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations of the Directors, officers or employees of OCHFT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of OCHFT.

## **Section 10. Admission and Withdrawal of Parties.**

(a) Admission of New Parties. It is recognized that additional parties other than the original parties, may wish to join OCHFT. The County of Orange and any Orange County city may become a party to OCHFT upon such terms and conditions as established by the Board of Directors. An Orange County city shall become a party to OCHFT by the adoption by the city council of this Agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the Board of Directors.

(b) Withdrawal from OCHFT. Parties may withdraw from OCHFT at any time upon their governing board's adoption of a resolution that so states the party's intent to leave OCHFT. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

(1) In the case of a voluntary withdrawal, written notice shall be given to OCHFT six months prior to the effective date of withdrawal; and

(2) Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that party's rights and claims relating to distribution of property and funds upon termination of OCHFT as set forth in Section 2 above.

## **Section 11. Notices.**

Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to OCHFT for formal notice:

(a) County of Orange:

\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Santa Ana, California \_\_\_\_\_

(b) City of \_\_\_\_\_:

**Section 12. Miscellaneous.**

(a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.

(b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

(c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.

(d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, it shall be deemed severable, and the remainder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the agreement the Parties intended to enter into in the first instance.

(e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as of the date first above written.

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman of the Board of Supervisors

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS BEEN  
DELIVERED TO THE CHAIRMAN OF  
THE BOARD

---

Clerk of the Board of Supervisors  
County of Orange, California

NOTICE TO COUNTY OF ORANGE  
TO BE GIVEN TO:

FRANK KIM  
COUNTY EXECUTIVE OFFICER  
10 Civic Center Plaza  
SANTA ANA, CA 92702-4062

APPROVED AS TO FORM:  
LEON PAGE  
COUNTY COUNSEL

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

Dated: \_\_\_\_\_

**Draft Bylaws for the OC Housing Finance Trust**  
*(subject to approval by the Trust governing board)*

***Part 1 – Introduction to the Orange County Housing Finance Trust (OCHFT)***

***Establishment***

Chapter 336 of the California Statutes of 2018 (AB 448, 2018, Quirk-Silva, Daly, and Moorlach) was entered into law on September 11, 2018. Chapter 336 authorized the County of Orange and any of the cities within the County of Orange to create a joint powers agency known as the Orange County Housing Family Trust, which may do any of the following: (1) fund the planning and construction of housing of all types and tenures for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Orange County Housing Finance Trust.

The OCHFT was established on \_\_\_\_\_ by the execution of the Joint Exercise of Powers Agreement (the "Agreement") by and between the Cities of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively, the "Cities") and the County of Orange the "County"). These Bylaws were adopted by OCHFT's Board of Directors and provide for the organization and administration of OCHFT. These By-Laws supplement the Agreement.

***OCHFT Guiding Vision and Mission***

Following the passage of AB 448, the County of Orange and ACC-OC formed a collaborative working group to establish the OCHFT. As such, the working group, comprised of elected officials and staff from both the County and Cities worked to create the guiding vision and mission as follows:

***The vision of OCHFT is to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities.***

***The mission of OCHFT is to strengthen the communities in Orange County by financing the development of housing for homeless and low-income individuals and families.***

***1.03 - OCHFT Guiding Principles***

The guiding principles of the OCHFT:

- Implement the findings and declarations of AB 448.
- Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

- Retain local control and the ability for local governments to use OCHFT funding for housing solutions when needed, or to participate within the region as a whole.
- Demonstrate accountability and transparency for members of the JPA and the public.
- Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of funds public and private, when available, and to efficiently accelerate housing for low, very low and extremely low income individuals and families.
- Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
- Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
- Serve the region's needs geographically by (1) extremely low, very low, low income, and supportive housing types and (2) by population.
- Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
- Provide access to funding to ensure that Orange County receives the maximum benefit for the resources provided.
- Incorporate County's Coordinated Entry System in conjunction with the cities' locally-driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

## **Part 2 – Bylaws of the OC Housing Finance Trust**

### **ARTICLE I - Name**

The name of this entity shall be the "Orange County Housing Finance Trust" or "OCHFT" in these Bylaws.

### **ARTICLE II – Membership and Purpose**

#### **Section A: OCHFT Membership**

OCHFT is comprised of the County of Orange and the cities have executed OCHFT's Joint Powers Agreement (see Exhibit \_\_\_\_). The Agreement may be amended from time to time, as needed, and is incorporated herein subject to those amendments.

#### **Section B: Purposes, Functions and Preclusions**

The vision of OCHFT shall be to provide innovative financial solutions for the humanitarian crisis of homelessness in our local communities, in furtherance of OCHFT's mission as stated in *Part 1, Introduction*. More specifically, the purpose and functions of OCHFT shall be:

- To fund the planning and construction of housing for the homeless population and persons and families of extremely low, very low, and low income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, housing that includes supportive services;
- To receive public and private financing and funds;
- To authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received pursuant to paragraph (2) and pledged by the Orange County Housing Finance Trust;
- To follow annual financial reporting and auditing requirements that maximize transparency and maximize public information as to the receipt and use of funds by the agency. The annual financial report shall show how the funds have furthered the purposes of the Orange County Housing Finance Trust; and
- To comply with the regulatory guidelines of each specific state and federal funding source received.

OCHFT is specifically precluded from:

- Regulating land use in cities or in the unincorporated area of the County of Orange.
- Serving as an owner or operator of housing units.
- Exercising any authority to levy, or advocate or incentivize the levying of, any fee, charge, dedication, reservation, tax assessment, or other exaction related to development projects.
- Requiring or incentivizing inclusionary zoning requirements. The power to adopt inclusionary zoning ordinances remain with the entities that possess land use and planning authority.
- Providing OCHFT funding for a project that is opposed by the elected body (if within an incorporated area, the City Council, or if in an unincorporated area, the Orange County Board of Supervisors) in which the project is proposed to be located.

### **ARTICLE III – Board of Directors**

#### **Section A: OCHFT Board of Directors**

All members of the Board of Directors must be from a member of the governing board of a party to the Agreement.

Board of Directors. The nine (9) voting members of the Board of Directors of OCHFT shall be as described below. Each member shall be entitled to one (1) vote on the Board:

**a) County Representatives (4):**

- i. Two members of the Board of Supervisors of the County of Orange, selected by the Board of Supervisors; and
- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

**b) City Representatives (5):**

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest population in the South Region Service Planning Area as measured in the most recent decennial census.
- iv. One City Council member from a city member with a population of between 60,000 persons and 95,000 persons as measured in the most recent decennial census; and
- v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

The selection of Directors described in "iv" and "v" above shall be made by a City Selection Committee from votes cast on a one-city-one-vote basis by representatives of the city members fall within the respective population thresholds described in iv and v.

Advisory Board (7). An advisory board consisting of the following members shall advise the Board of Directors with respect to all matters that OCHFT Board of Directors has taken in furtherance of OCHFT's purpose as expressed in the Agreement:

- One Public Member who also serves on the Orange County Commission to End Homelessness (or its successor body);
- Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;
- The Chief Executive Officer of the County of Orange, or his or her designee;
- A police chief (or his or her designee); and

- A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

Advisory Board members need not be elected officials.

### **Section B: Selection of Advisory Board Members**

- ii. Two countywide elected officials selected from the following six Orange County elected officials: Assessor, Auditor-Controller, Clerk-Recorder, District Attorney-Public Administrator, Sheriff-Coroner, and the Treasurer Tax-Collector by the Board of Supervisors of the County of Orange.

#### **b) City Representatives (5):**

- i. One City Council member for the city member with the greatest population in the North Region Service Planning Area as measured in the most recent decennial census.
- ii. One City Council member for the city member with the greatest population in the Central Region Service Planning Area as measured in the most recent decennial census.
- iii. One City Council member for the city member with the greatest population in the South Region Service Planning Area as measured in the most recent decennial census.
- iv. One City Council member from a city member with a population of between 60,000 persons and 95,000 persons as measured in the most recent decennial census; and
- v. One City Council member from a city member with a population of under 60,000 persons as measured in the most recent decennial census.

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- One Public Member who also serves on the Orange County Commission to End Homelessness (or its successor body);
- Three (3) members who are city managers or assistant city managers, whose cities are not represented on the Board of Directors, with these three members representing cities in each of the three Service Planning Areas or their successor delineation;



- The Chief Executive Officer of the County of Orange, or his or her designee;
- A police chief (or his or her designee); and
- A city from a Housing Authority in Orange County, which receives Housing Choice Voucher funding and which is not otherwise represented as a city on the Board of Directors.

All Advisory Board members are entitled to attend all OCHFT regular and special meetings and to fully participate in such meetings, but cannot vote on project applications or amendments to OCHFT bylaws, rules, or procedures.

Advisory Board members need not be elected officials.

### **Section B: Selection of Advisory Board Members**

Appointments to the Advisory Board shall be as follows:

1. The Chair of the Orange County Board of Supervisors, with ratification by a majority of the Board of Supervisors, shall appoint the representative from the Orange County Commission to End Homelessness;
2. The Orange County City Managers Association shall select the three City Manager or Assistant City Manager representatives; and
3. The Orange County Police Chiefs Association shall select the Police Chief representative.
4. The City members of OCHFT shall select a representative from a City member, whose Housing Authority receives Housing Choice Voucher funding and which is not otherwise represented on the Board of Directors from votes cast on a one-city-one-vote basis.

### **Section C: Terms and Vacancies**

1. Board of Directors: Terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall be deemed vacant if he or she fails to attend three consecutive regular or special meetings, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

### **Section D. Board of Director Officers**

The Board of Directors shall select a Chair and a Vice-Chair on an annual basis. Only members of the Board of Directors may serve as Chair or Vice-Chair. If a County representative is the Chair for any one period, a City representative shall serve as Vice-Chair. If a City representative is Chair for any one period, a County representative shall serve as Vice-Chair.

## **ARTICLE IV – Duties of Officers and Board Members**

### **Section A: Duties of the Chair and Vice-Chair**

It shall be the duty of the Chair to preside at the meetings of the OCHFT. In the Chair's absence, the Vice-Chair shall preside at the meetings of the OCHFT.

### **Section B: Duties of the Board of Director Members:**

- Meet when called by the Chair to plan and coordinate the business and proposed activities of OCHFT;
- Review and consider applications for project funding;
- Review and consider OCHFT's financial information, including the Annual Financial Report, any related independent audit, and the OCHFT's annual budget; and
- Serve on subcommittees or task forces when appropriate.

### **Section C: Formation of Subcommittees**

The Board may create subcommittees or task forces to accomplish the goals and purposes of OCHFT.

## **ARTICLE V – Meetings**

### **Section A: Regular Meetings**

Regular meetings of OCHFT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The County's Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

### **Section B: Special Meetings**

Special meetings of OCHFT may be held at any time upon call of the Chair, provided that the special meetings' noticing and agenda complies with the Ralph M. Brown Act.

### **Section C: Quorum**

A quorum shall exist when a simple majority of seated members of the Board of Directors are present.

### **Section D: Voting on Project Funding**

The Board shall strive to attain a unanimous decision on all projects which receive funding from OCHFT; however funding for a project is deemed approved following a majority (five [5] "yes" votes or more) vote of the Board of Directors, provided that a quorum was present.

### **Section E: Voting on Amending OCHFT's Bylaws, Principles, or Procedures**

Amendments to OCHFT's Bylaws, Principles or Procedures shall be considered at a regular meeting, and shall comply with the Ralph M. Brown Act. An amendment to

these Bylaws is deemed approved following a majority vote of the Board of Directors.

#### **Section F: Minutes**

The Clerk of the Board shall take minutes for OCHFT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

#### **Section G: Meeting Procedure**

The conduct of meetings shall be governed by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

#### **Section H: Location of Meetings**

The Board must meet in publicly-accessible places typical for hosting public meetings, such as Council Chambers, city community rooms, or County board or conference rooms.

### **ARTICLE VI – Financial Review and Oversight**

#### **Section A: Annual Financial Report**

The Board shall ensure that an Annual Financial Report is prepared, reviewed, adopted and made public annually, to ensure transparency and demonstrate actions that have furthered the purposes of OCHFT.

As a part of the development of the Annual Financial Report, the Board shall engage an independent auditor to complete an independent financial audit of OCHFT's operations. The audit must be provided to the public, and the auditor must report all findings to the Board in a public meeting.

#### **Section B: Budget**

The Annual Budget of OCHFT shall be reviewed and approved by the Board of Directors in May or June of each year, in advance of the start of OCHFT's next Fiscal Year.

#### **Section C: OCHFT Fiscal Year**

The fiscal year of OCHFT shall be from July 1 to June 30 of each year.

### **ARTICLE VII – OCHFT Board Code of Conduct**

This OCHFT Board Code of Conduct represents OCHFT's commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. OCHFT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity and productivity. OCHFT will act in accordance with federal, state, and local laws and regulations.

#### **Section A: Compliance with Policies**

Members of the Board of Directors and Advisory Board will conduct the OCHFT business in accordance with the Agreement and the bylaws of OCHFT, including conflict of interest policies.

### **Section B: Conflicts of Interest**

The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the "Act"), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090. A conflict of interest is defined as a contract or transaction between the OCHFT and an entity in which a Member of the Board of Directors or Advisory Board, or family members of such member has a financial or other interest or of which the Member is a director, officer, agent, partner, owner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

In the event that a member of the Board of Directors or Advisory Board could benefit financially from a project or program that is before the Board of Directors for funding consideration, the member shall recuse himself or herself from participating in any way, including from engaging in any discussion or action relating to the project or program in question.

Members of the Board of Directors and Advisory Board are required to follow OCHFT Bylaws regarding conflict of interest and code of conduct.

### **Section C: Confidentiality**

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the OCHFT. This includes but is not limited to information about applications for funding, OCHFT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted.

### **Section D: Gifts or Honoraria**

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors or personal rewards intended to influence OCHFT decisions or activities.

### **Section G: Harassment**

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from OCHFT Board.

## **Section H: Laws and Regulations**

OCHFT business will be conducted in a manner that reflects the highest standards and in accordance with all federal, state, and local laws and regulations.



**ANDREW DO**  
SUPERVISOR, FIRST DISTRICT

ORANGE COUNTY BOARD OF SUPERVISORS  
333 W. SANTA ANA BLVD., P.O. BOX 687, SANTA ANA, CALIFORNIA 92702-0687  
PHONE (714) 834-3110 FAX (714) 834-5754 [andrew.do@ocgov.com](mailto:andrew.do@ocgov.com)

RECEIVED  
CITY OF GARDEN GROVE  
CITY CLERK'S OFFICE

2019 APR -1 AM 11:14

March 25, 2019

Mayor Steven R. Jones  
11222 Acacia Parkway  
Garden Grove, CA 92840

**RE: ORANGE COUNTY HOUSING FINANCE TRUST**

Mayor Steven R. Jones,

To address this regional housing crisis with a regional solution, the Association of California Cities - Orange County (ACC-OC) and the County of Orange worked with our delegation of state legislators to create Assembly Bill 448 (AB 448), a joint powers authority to be known as the Orange County Housing Finance Trust (OCHFT).

Following the passage of AB 448, representatives from the ACC-OC formed a collaborative working group, comprised of elected officials and staff from both the County and cities to establish the initial framework for the OCHFT. The OCHFT working group created a statement of shared values and principles; established a guiding vision and mission; and developed a proposed governance structure and draft bylaws to be used as the foundation for the development of a Joint Powers Authority Agreement for the OCHFT.

Supported by a spirit of collaboration from city leaders, the Orange County Board of Supervisors unanimously approved the establishment of the OCHFT at their March 12, 2019 meeting. The OCHFT will be another tool for the County and Cities to respond to the homelessness crisis through the development of affordable and supportive housing projects and the acquisition of necessary funds to support the development of those projects. To further advance progress, the County has agreed to initially staff the trust and has a continuous RFI open to identify new projects.

Joining OCHFT is voluntary, and OCHFT does not advocate for inclusionary zoning or fees. OCHFT will be driven by its member cities of the JPA. I encourage your city to join as we continue to work side by side building out the System of Care to facilitate transitions from our shelters and to address opportunities for low income housing in our communities.

A copy of the information included with the agenda item approved by the Board is attached. Please do not hesitate to contact Dylan Wright, Director, OC Community Resources at [Dylan.Wright@occr.ocgov.com](mailto:Dylan.Wright@occr.ocgov.com) or (714) 480-2788 if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Do", is written over a horizontal line.

ANDREW DO, Esq.  
Supervisor, First District  
Orange County Board of Supervisors

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. 7401 - Water Service Line Replacement and Improvement Project, Phase II as complete. ( <i>Action Item</i> )	Date:	4/23/2019

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**OBJECTIVE**

For the Garden Grove City Council to accept Project No. 7401 – Water Service Line Replacement and Improvement Project, Phase II as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvements and Work.

**BACKGROUND**

The City Council awarded the contract to Big Ben, Inc., on June 12, 2018, for the Water Service Line Replacement and Improvement Project – Phase II. The project consisted of 441 new replacement 1" copper water service lines and water meters, 72 sections of new replacement concrete sidewalk, concrete pads, and driveway approaches, and 7 sections of new replacement cross gutters.

The project required removal and/or abandonment of existing water service lines, crack seal repair and slurry seal of asphalt, traffic control, and other appurtenant work.

**DISCUSSION**

The contractor, Big Ben Inc., has completed this project in accordance with the plans, specifications and other contract documents.

**FINANCIAL IMPACT**

The project was funded with Water Funds and was completed within budget and on schedule. The retention payment will be released after recordation of the Notice of Completion with the County of Orange.

**RECOMMENDATION**

It is recommended that the City Council:

- Accept Project No. 7401 - Water Service Line Replacement and Improvement Project, Phase II as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Rebecca Li, Sr. Civil Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Notice of Completion - Project No. 7401	4/15/2019	Backup Material	DOC-20190415- 08_39_57.pdf



RECORDING REQUESTED BY

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When Recorded Mail To:

City Clerk  
City of Garden Grove  
P. O. Box 3070  
Garden Grove, CA 92842

---

NOTICE OF COMPLETION  
OF PUBLIC IMPROVEMENT AND WORK

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NOTICE IS HEREBY GIVEN that the Garden Grove City Council, Orange County, California, has caused a public improvement, to wit:

PROJECT NO. 7401  
WATER SERVICE LINE REPLACEMENT AND IMPROVEMENT PROJECT,  
PHASE II

to be constructed upon the property hereinafter described. The contract for furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel, and water, and performing all work necessary to construct and complete, in a good and workmanlike manner in strict accordance with the specifications, plans, and drawings therefore on file in the office of the City Clerk of the City of Garden Grove, for the construction, installation and completion of the above-described public improvement and work, was heretofore made and entered into with BIG BEN, INC., on the 12th day of June, 2018, and filed for record in the office of the City Clerk of the City of Garden Grove; that the work upon said public improvement has been completed, and that the City Engineer has notified the City Council that he has made and completed a final inspection of the materials furnished and installed and the work performed in the construction, installation, and completion of said public improvement hereinabove more particularly described and set forth, and has certified in writing to the City Council that all the provisions of the contract and contract documents for the furnishing of all plant, labor, services, materials, and equipment, and the performing of all work necessary for the construction, installation, and completion of said public improvement above described have been fully complied with to his satisfaction as required by the contract document; that final acceptance of the construction, installation, and completion of said public improvement above described was made on the 23 day of April 2019; that the nature of the title to said property of said City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7401  
WATER SERVICE LINE REPLACEMENT AND IMPROVEMENT PROJECT,  
PHASE II

NOTICE OF COMPLETION  
PROJECT NO 7401 - WATER SERVICE LINE REPLACEMENT AND IMPROVEMENT PROJECT,  
PHASE II AS COMPLETE  
April 23, 2019  
Page 2 of 2

NAME OF SURETY on Labor and Material Bond is: The Ohio Casualty Insurance Company  
1001 4<sup>th</sup> Avenue, Suite 1700,  
Seattle, WA 98154  
Tel No. (206) 473-3563

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

GARDEN GROVE CITY COUNCIL

By \_\_\_\_\_  
City Manager of the Garden Grove  
City Council

ATTEST:

\_\_\_\_\_  
Secretary of Garden Grove City Council

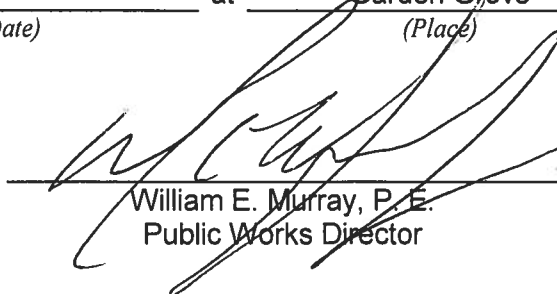
STATE OF CALIFORNIA  
COUNTY OF ORANGE

I am the Public Works Director of the City of Garden Grove.

I have read the foregoing Notice of Completion of Public Improvement and Work, and know the contents thereof; and I certify that the same is true of my own knowledge, except as to those matters, which are therein stated upon my information or belief, and as to those matters I believe to be true.

I certify (or declare), under penalty of perjury, that the foregoing is true and correct.

Executed on \_\_\_\_\_ at Garden Grove, California  
(Date) (Place)

  
\_\_\_\_\_  
William E. Murray, P. E.  
Public Works 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 of travel and related expenses to the 2019 International Conference of Shopping Centers held in Las Vegas, Nevada on May 20 through 22. (Estimated Cost: \$3,000) ( <i>Action Item</i> )	Date:	4/23/2019

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**OBJECTIVE**

To obtain authorization for travel related expenses per City Resolution No. 8702-06, for two (2) City Council members to attend ICSC (International Council of Shopping Centers) 2019 RECON to be held in Las Vegas, Nevada.

**BACKGROUND**

Founded in 1957, ICSC is the global trade association of the shopping center industry with more than 70,000 members in over 100 countries including shopping center owners, developers, managers, investors, retailers, brokers, academics, and public officials. At the ICSC RECON convention, the City will have the opportunity to meet with these members and take advantage of networking, deal making and education opportunities. The convention typically features approximately 1,000 exhibiting companies, and approximately 36,000 attendees.

**DISCUSSION**

Attendance at this convention will allow the City Council to explore economic, marketing and promotional conditions affecting the shopping center industry. Promoting and marketing the City of Garden Grove to industry retail representatives and developers remains a priority. The City will be exhibiting a booth with display and marketing materials located in an area designated as the Cities of the World Pavilion. As an exhibitor, the City will maximize its opportunity to meet with key players in the shopping center, hospitality and housing development arenas. In addition, by attending the convention, the City team will meet with potential developers by canvassing the trade show floor.

**FINANCIAL IMPACT**

The travel expenses for two (2) City Council members to attend ICSC 2019 RECON will be approximately \$3,000. The funds for this expense are contained in the current year budget.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize travel related expenses, in the amount of \$3,000, for two City Council Members to travel to Las Vegas, Nevada, on May 20 - 22, 2019, to attend ICSC RECON 2019; and
- Direct staff to prepare a report on the outcome to the City Council by the City Administration.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Authorize issuance of purchase orders to Keystone Uniforms OC and Galls-Quartermaster, Inc., to provide uniforms and safety equipment for Police and Fire Department personnel. (Cost: \$150,000 per year) ( <i>Action Item</i> )		
		Date:	4/23/2019

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**OBJECTIVE**

To gain City Council approval for multi-year purchase orders with Keystone Uniforms OC, and Galls-Quartermaster, Inc. to provide uniforms and safety equipment to Police and Fire Department employees.

**DISCUSSION**

In 2014, the City Council approved the issuance of purchase orders for uniforms and safety equipment from the two remaining vendors operating in Orange County at that time, Galls/Quartermaster, Inc. and Keystone Uniforms. These two companies continue to be the only vendors in Orange County that are able to meet the high-volume and time-sensitive equipment and uniform needs of the Police and Fire Departments. Once the transition to the Orange County Fire Authority is complete on August 16, 2019, Fire Department uniform and equipment expenses will be covered under that contract, and this purchase order will then be for the sole use of the Police Department. In the meantime, it is expected that any uniform purchases for Fire would be minimal.

**FINANCIAL IMPACT**

Funds are currently budgeted in both the Police and Fire Department's annual budgets for uniforms and safety equipment.

## RECOMMENDATION

It is recommended that the City Council:

- Authorize the City Manager or his designee to issue purchase orders to Keystone Uniforms OC and Galls-Quartermaster Inc. to provide Police and Fire uniforms and equipment, not to exceed a combined total of \$150,000 per year for five years.

**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: 4/23/2019  
            from the meeting held on  
            April 9, 2019. (*Action Item*)

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Attached are the minutes from the meeting held on April 9, 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	4/18/2019	Minutes	cc-min_04_09_2019.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, April 9, 2019

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

CONVENE CLOSED SESSION

At 5:37 p.m., Mayor Jones convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (5)      Council Members Brietigam, T. Nguyen, K. Nguyen, Mayor Pro Tem Klopfenstein, Mayor Jones

ABSENT:      (2)      Council Member Bui absent at Roll Call, but joined the meeting at 5:39 p.m.  
Council Member O'Neill absent at Roll Call, but joined the meeting at 5:53 p.m.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers:    None

CONVENE CLOSED SESSION

City Attorney Sandoval recused himself from the portion of Closed Session related to labor negotiations with Firefighters Local 2005, Fire Management Association, and the Orange County Employees Association due to potential Orange County Fire Authority discussion.

At 5:38 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 LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1):

Velazquez, et al. v. Garden Grove, et. al., OCSC Case No. 30-2017-00962636

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 59546.9(d)(4): One potential case

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.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1):

Chapter 11 Bankruptcy of Broncs, Inc., et. al. v. Debtors, US Bankruptcy Court, Lead Case No. 8:19-bk-10941-CB

ADJOURN CLOSED SESSION

At 6:25 p.m., Mayor Jones adjourned Closed Session.

CONVENE REGULAR MEETING

At 6:34 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

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 (F: 83.1)

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

A Resolution commending 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, 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

COMMUNITY SPOTLIGHT IN RECOGNITION OF POLICE CHIEF TODD ELGIN ON HIS  
RETIREMENT AFTER 32 YEARS OF SERVICE TO THE CITY OF GARDEN GROVE

Following the Community Spotlight recognizing Police Chief Todd Elgin, Christy Le and Brandon Urratia approached to present a Resolution on behalf of State Senator Tom Umberg and Assemblyman Tyler Diep. And, a representative on behalf of U.S. Congressman Harley Rouda presented Chief Elgin a certificate of recognition.

ADOPTION OF A PROCLAMATION DECLARING APRIL 2019 AS DMV/DONATE LIFE  
CALIFORNIA MONTH

It was moved by Mayor Jones, seconded by Council Member Klopfenstein 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.

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, Ms. Bobbie Hamfeldt, a mother of a donor, came forward to accept the Proclamation on behalf of OneLegacy, and she thanked the City Council and encouraged everyone to register as a donor with the DMV.

RECESS

At 6:56 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:12 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ORAL COMMUNICATIONS

Speakers: Tom Raber, Nicholas Dibs, Lala Truong, Anita Riley

RECESS

At 7:20 p.m., Mayor Jones recessed the meeting.

## RECONVENE

At 7:23 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

## 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

This matter was considered earlier in the meeting.

## ADOPTION OF A PROCLAMATION DECLARING APRIL 2019 AS CHILD ABUSE PREVENTION MONTH IN GARDEN GROVE

This matter was considered later in the meeting.

## ADOPTION OF A PROCLAMATION DECLARING APRIL 2019 AS DMV/DONATE LIFE CALIFORNIA MONTH

This matter was considered earlier in the meeting.

## APPROVAL OF THE PROPOSED FISCAL YEAR 2019-20 WEST ORANGE COUNTY WATER BOARD BUDGET

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

The West Orange County Water Board 2019-20 proposed budget, 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

## ADOPTION OF A RESOLUTION FOR PROJECTS IN FISCAL YEAR 2019-20 FUNDED BY SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

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

Resolution No. 9543-19 entitled: 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, 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

APPROVAL OF CHANGE ORDER NO. 1 TO THE MCWIL SPORTS SURFACES, INC.  
CONTRACT FOR ADDED SECURE MOISTURE BARRIER PROTECTION TO THE NEW  
GYMNASIUM FLOOR

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

Change Order No. 1, in the amount of \$44,984, for the application of a two layered epoxy coating to the concrete slab flooring at the Garden Grove Sports and Recreation Center gymnasium, be approved; and

The City Manager or his designee be authorized to sign the Change Order No. 1 on behalf of the City, including making minor modifications as appropriate and necessary.

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

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

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

The City Manager be authorized to execute the Donovan Golf Courses Management, Inc., Termination Agreement, and authorize minor revisions as necessary;

The City Manager be authorized to execute the Billy Casper Golf, LLC, Management Agreement, and authorize minor revisions as necessary; and

Operating and necessary capital expenses for Fiscal Year 2018-19 in the amount of \$375,000 from the Golf course Fund (Fund 117) for Willowick Golf Course, be appropriated.

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 RESOLUTION APPROVING THE MEMORANDUM OF  
UNDERSTANDING WITH THE GARDEN GROVE POLICE ASSOCIATION

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

Resolution No. 9544-19 entitled: 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, 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

RECEIVE AND FILE MINUTES FROM THE MEETINGS HELD ON MARCH 22, 2019,  
AND MARCH 26, 2019 (F: VAULT)

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

Minutes from the meetings held on March 22, 2019, and March 26, 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 K. Nguyen, seconded by Council Member Klopfenstein that:

Regular Warrants 649069 through 649252; 649253 through 649460; 649461 through 649632; Wires W2443 through W2446; W649252 through W649460; and W2447 through W2455; 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

Payroll Warrants 183109 through 183134; Direct Deposits D345738 through D346414; and Wires W2570 through W2573; 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

ADOPTION OF A PROCLAMATION DECLARING APRIL 2019 AS CHILD ABUSE PREVENTION MONTH IN GARDEN GROVE

Council Member Klopfenstein noted that the Garden Grove Police Department School Resource Officers have recently been recognized by the Raise Foundation at the 25<sup>th</sup> Blue Ribbon kick-off ceremony; that the City of Garden Grove is an active community partner and provides resources to families through the Magnolia Park Resource Center and the Buena Clinton Family and Resource Center; Family Fun Day at Magnolia Park will be held on April 25, 2019; and a Pinwheel Garden will be planted at the Garden Grove Regional Library during the Blue Ribbon awareness campaign.

It was moved by Council Member Klopfenstein, seconded by Council Member T. Nguyen that:

April 2019 be proclaimed as Child Abuse Prevention 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

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"

Following staff presentation and City Council discussion, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:  
The Caltrans Sustainable Communities grant funds be approved to develop the "Garden Grove Active Downtown Plan";



educational outreach to the community, they would support moving forward with the contract.

Council Member Brietigam expressed that the City should maintain the City's Fire Department, that the Fire Department performs exceptionally well without the Orange County Fire Authority.

Council Member T. Nguyen expressed her discomfort spending the public's money for a costly long-term agreement.

Council Member K. Nguyen expressed her concern that the initial exploration of entering into a contract was to save money, and with the information presented, the contract cost will be higher than if the Fire Department were left with the City.

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

An Agreement with the Orange County Fire Authority to provide City Fire and Emergency Medical services for the City of Garden Grove effective August 16, 2019, be approved;

The Mayor be authorized to execute the City Fire and Emergency Medical services contract on behalf of the City, and to make minor modifications as appropriate;

An Amended Orange County Fire Authority Joint Powers Agreement be approved;

The Mayor be authorized to execute the Amended Orange County Fire Authority Joint Powers Agreement on behalf of the City;

A Lease Agreement for Garden Grove Fire Stations #80-86 with the Orange County Fire Authority, be approved;

The Mayor be authorized to execute the Lease Agreement on behalf of the City, and to make minor modifications as appropriate;

Resolution No. 9545-19 entitled: 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, be adopted;

Resolution No. 9546-19 entitled: 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, be adopted; and



Resolution No. 9547-19 entitled: 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, be adopted.

Council Member Brietigam made a substitute motion to put the OCFA contract on the ballot for the people to decide, which failed for a lack of a second.

Mayor Jones expressed his respect for the City's Fire Department that for many years has been doing more with less, and he commended Budget Manager Ann Eifert on her leadership working through this process. He commented that the exploration of contracting with OCFA was never about cost savings, but began with labor negotiations and comparative analysis. Measure O was approved by the residents with the expectation that the money would predominantly be used for public safety. With a growing population and increased tourism, he indicated that there is a need to provide fire services to the level that OCFA can provide.

Council Member K. Nguyen stated that initially her objective was to save money. She indicated her support with the majority of the City Council in favor of a higher level of service.

Council Member O'Neill commented that the unfunded pension liability was not part of the discussion and initially the contract with OCFA was going to save money.

Council Member T. Nguyen stated that she is conflicted; that she does appreciate quality service; that it would take time to build up the Fire Department to the level of OCFA; and she expressed that ultimately this is about politics.

Council Member Brietigam stated that the Garden Grove Fire Department has always done a great job and that the money that would be spent on a contract with OCFA could be spent on keeping and improving the Fire Department.

The motion carried by a 5-1-1 vote as follows:

Ayes: (5) O'Neill, Bui, Klopfenstein, K. Nguyen, Jones

Noes: (1) Brietigam

Abstain: (1) T. Nguyen

#### RECESS

At 11:15 p.m., Mayor Jones recessed the meeting.

#### RECONVENE

At 11:29 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

City Attorney Sandoval returned to the meeting at 11:29 p.m.

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

DISCUSSION ON ORANGE COUNTY HOMELESS LITIGATION AS REQUESTED BY MAYOR JONES

Mayor Jones noted that he, along with City Manager Stiles and Acting Police Chief DaRé, met in the U.S. District Judge Carter's chambers regarding the homelessness crisis impacting all of the cities in Orange County. He stated that he also met with Neighborhood Improvement Manager, Allison Wilson, and Project Specialist, Nate Robbins, and stated that they have good ideas. He requested a study session to be held in May to explore solutions for Garden Grove and to provide direction for allocating resources.

City Manager Stiles stated that the Community and Economic Development Department staff, Lisa Kim, Allison Wilson, and Nate Robbins will put together ideas to be presented at a study session for the City Council to provide direction. He indicated that staff has been focusing on the passage of AB 448 that created a Joint Powers Authority for funding to address homelessness.

DISCUSSION ON ADOPTING A PROCLAMATION RECOGNIZING APRIL 2019 AS ARAB AMERICAN HERITAGE MONTH AS REQUESTED BY COUNCIL MEMBER K. NGUYEN

Council Member K. Nguyen noted the upcoming annual dinner she will be attending at the Great Wolf Lodge to celebrate Arab American Heritage Month and expressed the need to show appreciation for the contributions made by Arab Americans and to learn about their culture. She would like to present a framed proclamation to show her support and moved, seconded by Mayor Jones that:

The City celebrates the countless contributions that Arab Americans have made to American society and hereby proclaims April 2019 as Arab American Heritage 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

DISCUSSION ON ADOPTING A PROCLAMATION DECLARING APRIL 2019 AS SEXUAL ASSAULT AWARENESS MONTH AS REQUESTED BY COUNCIL MEMBER K. NGUYEN

Council Member K. Nguyen noted the numerous unreported assaults and provided the following Garden Grove statistics from 2018: 368 domestic assaults, 54 arrests for rape; 50 child sexual abuse arrests. She shared her personal experience as a victim of assault that she did not report, and expressed the need for reporting assault and her commitment to do what she can to help people to feel safe. She asked Acting Police Chief DaRé to say a few words on this topic.

Acting Police Chief DaRé stated that the Garden Grove Police Department acknowledges the ongoing pursuit to combat sexual assault and stands on a platform of victim empowerment, education, prevention and public awareness. The Garden Grove Police Department is available to the victims of assault and asks that this crime not be internalized, but for victims to come forward to help in the apprehension and arrest of perpetrators. The Garden Grove Police Department is dedicated to the mission of protecting citizens and will continue to strive to make an impact on some of the most personal of crimes and help to change the mentality of victims into victors.

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

The City recognizes and hereby proclaims April 2019 as Sexual Assault Awareness 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

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER (continued)

Council Member Brietigam announced the opening of In the Flow Studios at Eastgate Plaza on Valley View Street, which is a combination of martial arts, meditation, and art classes, and encouraged everyone to go to the studio. He stated that he would like the City to explore amending the City's Municipal Code to take a stronger approach with property owners who are intentionally causing blight, and moved that this be listed on a future agenda, seconded by Council Member Klopfenstein.

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

Council Member Bui noted the passing of Ly Tong, on April 5, 2019. Mr. Tong made a name for himself as an activist for democracy that led to his arrest and imprisonment in Vietnam, and was also involved in dropping pamphlets over Havana, Cuba against their communist regime. He asked that Mayor Jones adjourn tonight's meeting in memory of Ly Tong.

City Manager Stiles announced that the Community Services staff is in the process of writing an \$8 million grant application for upgrades to Woodbury Park, and that he will be providing the City Council with more information soon. He noted that he has been appointed as Central Orange County City Manager Representative on the Orange County Homeless Commission, which could be helpful to advocate for the City Council.

Mayor Jones noted that Orange County has been broken up into three different SPA's, (Service Planning Areas) to address homelessness, and Garden Grove is in the Central Orange County SPA and will be meeting with partner SPA cities.

City Attorney Sandoval announced that there was no reportable action taken during Closed Session.

#### ADJOURNMENT

At 11:50 p.m., Mayor Jones adjourned the meeting in memory of Ly Tong. The next Regular City Council Meeting will be held on Tuesday, April 23, 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: 4/23/2019  
(*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	4/18/2019	Warrants	04-23-19_CC_Warrants_(04-23-19).pdf
Warrants	4/18/2019	Warrants	04-23-19_CC_Warrants_(04-11-19_PR).pdf

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
639658	ASENCIO, SONIA LISA	REV & VOID	-3.00 *
648915	WAUSAU TILE INC	REV & VOID	-242.44 *
649253	4MD MANAGEMENT, LLC	REV & VOID	-1,850.00 *
649616	ELIZABETH PETERSON	REV & VOID	-975.00 *
649633	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
649634	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
649635	*ALCANCIA, MARY ANN	MILEAGE REIMB L/S/A TRANSPORTATION SUBSISTENCE LODGING	20.13 156.96 205.90 712.71 1,095.70 *
649636	ST OF CALIFORNIA - DEPT OF INDUSTRIAL RELATIONS	MAINT OF REAL PROP	350.00 *
649637	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	393.75 *
649638	CHEVRON AND TEXACO CARD SERV	MV GAS/DIESEL FUEL	974.66 *
649639	CITY OF GARDEN GROVE	CNG FND-BUENA CLT	200.00 *
649640	*GILDEA, PATRICK	TRAVEL ADVANCE P.D. SUBSISTENCE LODGING OTHER CONF/MTG EXP	-160.00 136.00 540.96 64.00 580.96 *
649641	*HEINE, STEVEN	TRAVEL ADVANCE P.D. SUBSISTENCE LODGING	-210.00 210.00 436.53 436.53 *
649642	*KAWELL, RHONDA C	MILEAGE REIMB L/S/A TRANSPORTATION SUBSISTENCE LODGING	26.10 304.77 205.90 712.71 1,249.48 *

PAGE TOTAL FOR "\*" LINES = 2,310.64

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649643	O'CADIZ-HERNANDEZ*, GABRIELA	MED TRUST REIMB	877.00 *
649644	POWERROY*, TERESA L.	MED TRUST REIMB	195.00 *
649645	RAO*, ANAND V.	MED TRUST REIMB	145.79 *
649646	WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	689.64 *
649647	*VALDIVIA, CLAUDIA	MED TRUST REIMB	44.65 *
649648	*YOO, MEENA	L/S/A TRANSPORTATION SUBSISTENCE LODGING OTHER CONF/MTG EXP	15.48 168.00 974.04 30.00 1,187.52 *
649649	OCGIA	DUES/MEMBERSHIPS	225.00 *
649650	SCHAFER CONSULTING, INC.	OTHER PROF SERV	12,187.50 *
649651	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	19,790.65 *
649652	ELIZABETH PETERSON	WAGE ATTACHMENT OTHER PROF SERV	-243.75 975.00 731.25 *
649653	CHAMBER OF COMMERCE- WOMEN'S DIVISION GG	ADMN/ENTRANCE FEE	50.00 *
649654	KLOESS, GEOFFREY	DEP CARE REIMB	838.25 *
649655	KLOESS, GEOFFREY	L/S/A TRANSPORTATION SUBSISTENCE LODGING OTHER CONF/MTG EXP	223.54 168.00 974.04 80.00 1,445.58 *
649656	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	TAXES/LICENSES INTEREST COSTS LONG TERM DEBT	412.28 212.43 5,107.29 5,732.00 *

PAGE TOTAL FOR "\*" LINES = 44,139.83

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649657	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	PERMITS/OTHER FEES	1,140.42 *
649658	SCHWERMANN, CELESTE	WAGE ATTACHMENT	-150.00
		RENT SUBSIDY	1,389.00
			1,239.00 *
649659	CATALYST DATA SOLUTIONS INC	MAINT-SERV CONTRACTS	0.00
		NETWORKING SUPPLIES	7,895.52
			7,895.52 *
649660	FEDERAL EXPRESS CORP	DELIVERY SERVICES	42.25 *
649661	SOUTHERN COMPUTER WAREHOUSE	MAINT-SERV CONTRACTS	11,465.12
		OFFICE SUPPLIES/EXP	343.69
		MINOR FURN/EQUIP	1,185.47
			12,994.28 *
649662	TPX COMMUNICATIONS CO	NETWORK COMMUNICT	2,972.00 *
649663	SPOK, INC.	TELEPHONES/BEEPERS	189.47 *
649664	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	919.60 *
649665	VOID WARRANT		
649666	SO CALIF EDISON CO	ELECTRICITY	103,564.27 *
649667	SO CALIF GAS CO	NATURAL GAS	7,607.71 *
649668	SPRINT	TELEPHONE	69.60 *
649669	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	16,415.61 *
649670	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	2,541.38 *
649671	COLEMAN, SCOTT	ACCOUNTS RECEIVABLE	2,258.42 *
649672	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	423,570.23 *
649673	HOLLOWAY, WILLIAM	EMPL COMPUTER PURCH	2,500.00 *
649674	*HUYNH, AI KELLY	DEP CARE REIMB	1,170.00 *

PAGE TOTAL FOR "\*" LINES = 587,089.76



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649675	*LAVERTY, AUSTIN	TRAVEL ADVANCE P.D.	79.95 *
649676	*LEE, GRACE	DEP CARE REIMB	192.30 *
649677	POSTMASTER	POSTAGE	7,809.00 *
649678	RIVERSIDE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	776.00 *
649679	RUITENSCHILD, LES	DEP CARE REIMB	482.60 *
649680	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	10,408.95 *
649681	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,593.20 *
649682	*WHITMAN, TRAVIS J	MED TRUST REIMB	1,809.90 *
649683	*ASHBY, PAUL	TRAVEL ADVANCE P.D.	291.35 *
649684	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	222.14 *
649685	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
649686	CAMDEN TRADESHOW & EVENT FURNISHINGS	OTHER CONF/MTG EXP	2,738.73 *
649687	AARON HANSEN	MED TRUST REIMB	278.54 *
649688	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	525.00 *
649689	OLD GROVE AUTO	OTHER REC/CULT SUPP	740.00 *
649690	*MIHALIK, DANNY	TRAVEL ADVANCE P.D.	291.35 *
649691	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
649692	DIVISION OF THE STATE ARCHITECT	STATE ADA PASSTHRU	1,769.80 *
649693	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	150.00 *
649694	DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT	NSP HOME IMP GRANT	37,688.00 *
649695	KLOESS, GEOFFREY	DEP CARE REIMB	391.27 *
649696	*YERGLER, JOHN	TRAVEL ADVANCE P.D.	79.95 *

PAGE TOTAL FOR "\*" LINES = 68,499.53

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649697	ROSS CREATIONS DJ	OTHER PROF SERV	650.00 *
649698	OCHOA, LORI	EMPL COMPUTER PURCH	2,449.00 *
649699	*MURO, JASON	TRAVEL ADVANCE P.D.	79.95 *
649700	UNION BANK	OFFICIAL HOSPITALITY DUES/MEMBERSHIPS REGISTRATION FEES TUITION/TRAINING OFFICE SUPPLIES/EXP	155.19 185.00 30.00 325.97 665.75 1,361.91 *
649701	UNION BANK	ADVERTISING DUES/MEMBERSHIPS REGISTRATION FEES FOOD	150.00 100.00 238.00 346.07 834.07 *
649702	UNION BANK	TUITION/TRAINING OTHER EDUCATION EXP	350.00 424.96 774.96 *
649703	UNION BANK	MV GAS/DIESEL FUEL	721.99 *
649704	UNION BANK	MV GAS/DIESEL FUEL	446.46 *
649705	UNION BANK	MV GAS/DIESEL FUEL	583.07 *
649706	UNION BANK	OTHER MINOR TOOLS/EQ	1,783.43 *
649707	UNION BANK	POSTAGE WATER REPAIR/MAINT TUITION/TRAINING FOOD UNIFORMS LABORATORY CHEMICALS BOOKS/SUBS/CASSETTES ELECTRICAL SUPPLIES OTHER MAINT ITEMS OFFICE SUPPLIES/EXP OTHER CONST SUPPLIES	22.05 95.50 386.25 231.93 393.23 469.38 7.35 191.78 246.66 138.68 115.46 2,298.27 *

PAGE TOTAL FOR "\*" LINES = 11,983.11

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649708	UNION BANK	FOOD	246.44
		FOOD SERV SUPPL	69.62
		BOTTLED WATER	37.95
		OTHER FOOD ITEMS	960.95
		OTHER MINOR TOOLS/EQ	203.09
		OTHER REC/CULT SUPP	163.48
			1,681.53 *
649709	UNION BANK	OTHER EDUCATION EXP	-20.24
		ARTIFICIAL PLANTS	-112.06
		FOOD SERV SUPPL	27.86
		OTHER FOOD ITEMS	490.13
		CLASSROOM SUPPLIES	24.66
		OFFICE SUPPLIES/EXP	105.82
		OTHER MINOR TOOLS/EQ	479.89
		OTHER REC/CULT SUPP	985.03
		SIGNS/FLAGS/BANNERS	75.79
			2,056.88 *
649710	UNION BANK	LAND/BLDG/ROOM RENT	1,058.77
		L/S/A TRANSPORTATION	1,504.22
		LODGING	405.86
		REGISTRATION FEES	57.29
		TUITION/TRAINING	116.00
		FOOD	300.00
		OFFICE SUPPLIES/EXP	100.35
		OTH FINES/PENALTIES	61.19
			3,603.68 *
649711	UNION BANK	MAINT-SERV CONTRACTS	393.82
		DUES/MEMBERSHIPS	20.00
		REGISTRATION FEES	440.00
		OTHER PROF SUPPLIES	9.99
		HSHLD EQUIP/SUPPLIES	150.04
		OTHER MINOR TOOLS/EQ	49.30
		AUDIO/VISUAL SUPP	-162.55
			900.60 *
649712	UNION BANK	FOOD	20.00
		AWARDS/TROPHIES	50.73
			70.73 *
649713	UNION BANK	MV GAS/DIESEL FUEL	160.68 *

PAGE TOTAL FOR "\*" LINES = 8,474.10

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649714	UNION BANK	TELEPHONE	52.75
		FACT:YTH ENRCH	-8.80
		FACT:TIFR FAM FUN	223.16
		FACT:OFFICE EXP	25.83
		FACT:PROGRAM EXP	50.00
		FOOD	307.08
		OTHER FOOD ITEMS	52.71
		OFFICE SUPPLIES/EXP	5.39
		MINOR OFFICE FURN/EQ	514.77
		OTHER MINOR TOOLS/EQ	-44.88
		CRAFT SUPPLIES	26.99
		OTHER REC/CULT SUPP	207.82
			1,412.82 *
649715	APP-ORDER, LLC	OTHER PROF SERV	680.00 *
649716	ADAMSON POLICE PRODUCTS	MOTOR VEH PARTS	1,756.20 *
649717	AIS ADVANCED IMAGING STRATEGIES INC.	REPRO SUPPLIES	100.47 *
649718	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	336.47 *
649719	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	11,358.00 *
649720	ALLSTAR FIRE EQUIPMENT INC.	MONITORED EQUIP	7,059.30 *
649721	AMERICAN BUSINESS BANK	WTR/SWR CONST CONTR	8,338.14 *
649722	AMTECH ELEVATOR SERVICES	MAINT-SERV CONTRACTS	784.28 *
649723	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	750.00 *
649724	ANAHEIM REGIONAL MEDICAL CENTER	MEDICAL SERVICES	850.00 *
649725	ANGELUS QUARRIES, INC.	ASPHALT PRODUCTS	75.04 *
649726	AYALA FURNITURE SOLUTIONS	FURN/MACH/EQUIP REPL	826.67 *
649727	BEST BUY FOR BUSINESS	MINOR OFFICE FURN/EQ	792.24 *
649728	BISHOP CO.	REPAIRS-FURN/MACH/EQ	16.14 *
649729	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,373.94 *

PAGE TOTAL FOR "\*" LINES = 36,509.71

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649730	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	1,000.38 *
649731	CDW-GOVERNMENT INC	NETWORKING SERVICES	500.00
		SOFTWARE	206.34
			706.34 *
649732	CSG CONSULTANTS, INC.	OTHER PROF SERV	4,400.00 *
649733	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	2,354.00 *
649734	CASILLAS, VICTORIA	REGISTRATION FEES	160.00 *
649735	CAMERON WELDING SUPPLY	FACT:PROGRAM EXP	21.33
		MOTOR VEH PARTS	114.09
			135.42 *
649736	CEMEX	AGGREGATES/MASONRY	2,232.08 *
649737	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
649738	CIVILTEC ENGINEERING INC	ENGINEERING SERVICES	4,372.50 *
649739	SUPPLYWORKS	JANITORIAL SUPPLIES	164.15 *
649740	CLEANSTREET	STREET SWEEPING SERV	3,480.00 *
649741	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	102.75 *
649742	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	6,055.00 *
649743	CORDOVA & SON, INC.	OTHER MINOR TOOLS/EQ	960.13 *
649744	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	1,304.48 *
649745	DEAVER SPRING, INC.	MOTOR VEH PARTS	583.81 *
649746	DIAMOND ENVIRONMENTAL SERVICES	MAINT OF REAL PROP	667.76
		MAINT-SERV CONTRACTS	242.43
		OTHER MAINT ITEMS	163.14
			1,073.33 *
649747	DOOLEY ENTERPRISES, INC.	GUNS/AMMUNITION	7,192.31 *

PAGE TOTAL FOR "\*" LINES = 36,656.68

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649748	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	243.65 *
649749	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	420.00 *
649750	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.64 *
649751	FLEETPRIDE, INC.	MOTOR VEH PARTS	231.66 *
649752	FOSTER MORRISON CONSULTING, LTD	OTHER PROF SERV	3,267.69 *
649753	FRYE SIGN CO	MOTOR VEHICLE MAINT	795.00 *
649754	MONTROSE AIR QUALITY SERVICES, LLC	MAINT-SERV CONTRACTS	3,995.00 *
649755	GANAHL LUMBER COMPANY	OTHER CONST SUPPLIES	354.62 *
649756	REPUBLIC SERVICES #676	MAINT OF REAL PROP	141.68 *
649757	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	230.00 *
649758	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	518.92 *
649759	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	862.00 *
649760	GOMEZ, JOSE	DUES/MEMBERSHIPS	188.00 *
649761	HAAKER EQUIPMENT COMPANY	MOTOR VEH PARTS	385.83 *
649762	HACH COMPANY INC	LABORATORY CHEMICALS	682.57 *
649763	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	65.80 *
649764	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	998.13
		OTHER MAINT ITEMS	684.62
		GEN PURPOSE TOOLS	96.92
		OTHER MINOR TOOLS/EQ	162.43
			1,942.10 *
649765	ICC INTERNATIONAL CODE COUNCIL	BOOKS/SUBS/CASSETTES	135.61 *
649766	INTERWEST CONSULTING GROUP	OTHER PROF SERV	24,034.98 *
649767	INTERVAL HOUSE	OTHER PROF SERV	2,125.20 *

PAGE TOTAL FOR "\*" LINES = 40,698.95

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649768	J & M SERVICE, INC.	MOTOR VEH PARTS	237.05 *
649769	JIG CONSULTANTS	ENGINEERING SERVICES	32,363.48 *
649770	JAY'S CATERING	FOOD	643.57 *
649771	KEYSER/MARSTON ASSOCIATES INC	LEGAL FEES	2,160.00 *
649772	KLEINFELDER WEST, INC	ENGINEERING SERVICES	1,781.50 *
649773	KNORR SYSTEMS, INC.	OTHER MAINT ITEMS	1,201.25 *
649774	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	63.03 *
649775	LEE & RO, INC	ENGINEERING SERVICES	93,106.10 *
649776	LEON'S TRANSMISSION SERVICES INC	REPAIRS-FURN/MACH/EQ	2,461.19 *
649777	LIFECOM, INC.	SAFETY EQ/SUPPLIES	115.97 *
649778	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	UNIFORMS	107.74 *
649779	MELLADY DIRECT MARKETING	OTHER PROF SERV	1,097.18 *
649780	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	26,529.12 *
649781	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	26,983.14 *
649782	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	4,494.08 *
649783	VOID WARRANT		
649784	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP MINOR OFFICE FURN/EQ	2,735.88 1,385.00 4,120.88 *
649785	*NGUYEN, THANH	TUITION/TRAINING	575.00 *
649786	NIAGARA PLUMBING	PIPES/APPURTENANCES	815.73 *
649787	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	185.71 *
649788	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	8,346.65 *

PAGE TOTAL FOR "\*" LINES = 207,388.37

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649789	ORANGE COUNTY APPLIANCE PARTS	PIPES/APPURTENANCES AIR COND SUPPLIES	18.86 7.92 26.78 *
649790	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	7,124.25 *
649791	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	1,125.00 *
649792	OCN,IND,WHJ	ADVERTISING	293.40 *
649793	ORANGE COUNTY WELDING, INC.	OTHER MAINT ITEMS	2,540.00 *
649794	OVERLAND, PACIFIC & CUTLER LLC	OTHER PROF SERV	1,235.00 *
649795	PACIFIC HYDROTECH CORPORATION	WTR/SWR CONST CONTR	158,424.73 *
649796	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	1,891.00 *
649797	PACIFIC COAST ENTERTAINMENT	OTHER PROF SERV	999.06 *
649798	PETDATA	OTHER PROF SERV	3,768.00 *
649799	PAVEMENT COATINGS CO.	ASPHALT PRODUCTS	429.02 *
649800	PETTY CASH - HUMAN RESOURCES	OTHER CONF/MTG EXP FOOD BOTTLED WATER	20.00 101.17 14.97 136.14 *
649801	PLUMBERS DEPOT INC.	GEN PURPOSE TOOLS	245.22 *
649802	PRIME TRUCK TIRE SERVICE	REPAIRS-FURN/MACH/EQ	525.00 *
649803	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	1,449.00 *
649804	QUALITY CODE PUBLISHING	MAINT-SERV CONTRACTS	1,301.70 *
649805	RADI'S CUSTOM UPHOLSTERY	MOTOR VEH PARTS	1,750.00 *
649806	REFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	30,800.00 *
649807	RENEE ESCARIO RE CONSULTING	DEPOSIT REFUND	2,900.00 *

PAGE TOTAL FOR "\*" LINES = 216,963.30



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649808	ROSEBROUGH TOOL, INC.	AGGREGATES/MASONRY OTHER CONST SUPPLIES	99.67 66.59 166.26 *
649809	SHOETERIA	SAFETY EQ/SUPPLIES	236.50 *
649810	SIMPSON CHEVROLET OF GG	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	510.94 525.43 1,036.37 *
649811	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY PAINT/DYE/LUBRICANTS	695.28 319.86 1,015.14 *
649812	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	14,377.17 12,781.48 27,158.65 *
649813	SPARKLETT'S	BOTTLED WATER	64.88 *
649814	SPECTRUM GAS PRODUCTS, INC.	MEDICAL SUPPLIES	162.50 *
649815	STANTON, CITY OF	ELECTRICITY TRAFFIC SIGNAL MAINT	490.28 666.76 1,157.04 *
649816	SUN BADGE COMPANY	UNIFORMS	593.34 *
649817	SUPERION LLC	OTHER PROF SERV	4,816.54 *
649818	WAUSAU TILE INC	WHSE INVENTORY	242.44 *
649819	TIME WARNER CABLE	CABLE TV SERVICE	78.39 *
649820	HONEYWELL FIRST RESPONDER PRODUCTS	SAFETY EQUIP	585.38 *
649821	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	675.00 *
649822	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	191.45 *
649823	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	11,701.89 *
649824	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	LABORATORY CHEMICALS	631.04 *

PAGE TOTAL FOR "\*" LINES = 50,512.81

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649825	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	501.91 *
649826	UNIFIRST CORP	LAUNDRY SERVICES	890.97 *
649827	UNITED PARCEL SERVICE	DELIVERY SERVICES	87.32 *
649828	UNITED RENTALS NORTHWEST, INC	ASPHALT PRODUCTS	927.65 *
649829	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	246.96 *
649830	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,998.04 *
649831	GRAINGER	JANITORIAL SUPPLIES	233.02
		ELECTRICAL SUPPLIES	613.64
		MAINT SUPP-TRAFF SIG	343.93
		GEN PURPOSE TOOLS	1,276.81
		SAFETY EQ/SUPPLIES	367.75
		HARDWARE	171.54
			3,006.69 *
649832	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	7,187.89
		MAINT SUPP-TRAFF SIG	393.83
			7,581.72 *
649833	CARL WARREN & CO	SELF-INS ADMN	9,288.00 *
649834	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	820.80 *
649835	WAXIE SANITARY SUPPLY	WHSE INVENTORY	2,751.28
		JANITORIAL SUPPLIES	296.71
			3,047.99 *
649836	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	576.80 *
649837	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	1,311.00 *
649838	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	2,100.00 *
649839	WILLIAMS & MAHER INC	MAINT-SERV CONTRACTS	500.05 *
649840	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.	OTHER PROF SERV	9,147.87 *
649841	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	1,500.87 *

PAGE TOTAL FOR "\*" LINES = 44,534.64

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649842	2-1-1 ORANGE COUNTY	OTHER PROF SERV	1,265.25 *
649843	INGLIS PET HOTEL	OFFICE SUPPLIES/EXP	204.12 *
649844	AVALOS-FARIAS, MARIO	TENANT UTILITY REIMB	24.00 *
649845	DTNTech MARKETING	AWARDS/TROPHIES	1,811.04 *
649846	MAI, NGOC HA THAI	TENANT UTILITY REIMB	35.00 *
649847	NGUYEN, LONG THANH	TENANT UTILITY REIMB	21.00 *
649848	PHAM, KATIE	MISC REFUND	60.64 *
649849	AMOGUIS, RANDOLPH	DEPOSIT REFUNDS	175.00 *
649850	NGUYEN, HAU TRUNG	TENANT UTILITY REIMB	63.00 *
649851	TRAN, HARRY	TENANT UTILITY REIMB	36.00 *
649852	HUYNH, PETER CHANH	TENANT UTILITY REIMB	22.00 *
649853	HERNANDEZ, MARIA	WATER REFUND	3,787.16 *
649854	PHAM, SUONG	BLDG PERMIT REFUND	104.00
		PIMBNG PERMIT REFUND	24.00
		FEE REFUND	12.00
			140.00 *
649855	RAY RIKE CIRCLE CITY ROOFING	BLDG PERMIT REFUND	1,424.08
		BSASRF STATE FEE	0.80
		FEE REFUND	12.00
			1,436.88 *
649856	DYE, BRUCE	DEPOSIT REFUNDS	75.00 *
649857	JUAN SERRANO	BLDG PERMIT REFUND	129.14
		BSASRF STATE FEE	0.80
		FEE REFUND	12.00
			141.94 *
649858	*GRAY, MIKE	SAFETY EQ/SUPPLIES	105.32 *

PAGE TOTAL FOR "\*" LINES = 9,403.35

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649859	DEPARTMENT OF CONSERVATION DIV OF ADMIN SVCS, ACTG OFFICE	PERMITS/OTHER FEES	1,815.55 *
649860	DON WOLF & ASSOCIATES, INC	FURN/MACH/EQUIP REPL	123.70 *
649861	ECOLAB	JANITORIAL SUPPLIES	1,400.64 *
649862	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	414.57 *
649863	BRUCE HALL LAND SURVEYOR, INC	ENGINEERING SERVICES	4,700.00 *
649864	GRAPHIC CONTROLS LLC	PAPER/ENVELOPES	149.82 *
649865	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	6,930.62 *
649866	WESTERN WATER WORKS	WHSE INVENTORY	1,127.00 *
649867	SIGN & SIGN	SIGNS/FLAGS/BANNERS	957.00 *
649868	TRELOAR, TOM	OTHER PROF SERV	400.00 *
649869	INTERNATIONAL INST. MUNICIPAL CLERKS	TUITION/TRAINING	110.00 *
649870	TRAFFIC MANAGEMENT PRODUCTS INC.	GEN PURPOSE TOOLS	107.10 *
649871	AUTOMOTIVE TRAINING AUTHORITY, INC.	TUITION/TRAINING	438.00 *
649872	BEE REMOVERS	MAINT-SERV CONTRACTS	175.00 *
649873	KBI CONSTRUCTION, INC	OTHER PROF SERV	10,000.00 *
649874	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	MAINT SUPP-TRAFF SIG	57.11 *
649875	ADVANCED CAR CARE INC	TIRES/TUBES	716.34 *
649876	O'REILLY AUTO PARTS	MOTOR VEH PARTS	1,328.10
		JANITORIAL SUPPLIES	130.61
			1,458.71 *
649877	VORTEX INDUSTRIES INC	MAINT OF REAL PROP	335.00 *
649878	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	45,543.00 *
649879	DARTCO	MOTOR VEHICLE MAINT	270.00 *

PAGE TOTAL FOR "\*" LINES = 77,229.16

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649880	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	5,773.16 *
649881	DIRECTV	CABLE TV SERVICE	161.60 *
649882	FG SOLUTIONS LLC	OTHER PROF SERV	4,178.75 *
649883	CHARITABLE VENTURES OF ORANGE COUNTY	FACT: TRAINING	360.00 *
649884	OLD GROVE AUTO	OTHER PROF SERV	924.00 *
649885	SCHORR METALS, INC.	HARDWARE	103.38 *
649886	KAYE'S KITCHEN	FOOD	110.00 *
649887	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	193.12 *
649888	JEANNE K. DUNHAM LCSW	FACT:CMT SUPVSOR	3,080.00 *
649889	ASENCIO, SONIA LISA	TENANT UTILITY REIMB	23.00 *
649890	BATTERY SYSTEMS INC.	ELECTRICAL SUPPLIES	621.74 *
649891	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	1,243.56 *
649892	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	561.33 *
649893	NGUYEN, KIM HONG	TENANT UTILITY REIMB	91.00 *
649894	NGUYEN, BECKY	TENANT UTILITY REIMB	77.00 *
649895	MARKOVICH, KRISTINA	TENANT UTILITY REIMB	45.00 *
649896	ISERI, ALEXANDER	ADVERTISING	850.00 *
649897	SCHAFER CONSULTING, INC.	OTHER PROF SERV	18,225.00 *
649898	NAPA AUTO PARTS	MOTOR VEH PARTS	3,805.41 *
649899	GOLDEN AUTO BODY	REPAIRS-FURN/MACH/EQ	478.99 *
649900	CHAMPION TROPHY CO. OF ORANGE COUNTY	AWARDS/TROPHIES	48.49 *
649901	FAIR HOUSING FOUNDATION	OTHER PROF SERV	3,147.43 *

PAGE TOTAL FOR "\*" LINES = 44,101.96

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649902	GHULAM ASKARZADAH	TENANT UTILITY REIMB	66.00 *
649903	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	307.52 *
649904	YES REMODELING & MAINTENANCE	OTHER PROF SERV	5,000.00 *
649905	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	3,143.86 *
649906	*WINGERT, JOSEPH	TUITION/TRAINING	200.00 *
649907	ANIMAL PEST MANAGEMENT SERVICES, INC	OTHER PROF SERV	2,500.00 *
649908	ZERO WASTE USA	OTHER MINOR TOOLS/EQ	86.19 *
649909	GRM INFORMATION MANAGEMENT SERVICES OF CALIFORNIA	OTHER PROF SERV	478.00 *
649910	AUTONATION FORD TUSTIN	MOTOR VEH PARTS	234.96 *
649911	CPS HR CONSULTING	OTHER PROF SERV	36.57 *
649912	STOMMEL INC DBA LEHR AUTO	MOTOR VEHICLE MAINT	50.00 *
649913	FIREMASTER DEPT. 1019	MAINT-SERV CONTRACTS	664.30 *
649914	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	322.85 *
649915	CARRISOZA, AL	SAFETY EQ/SUPPLIES	150.00 *
649916	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	FORENSIC SERV	86,130.84 *
649917	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	39,731.00
		OTHER PROF SERV	870.00
			40,601.00 *
649918	BILL'S SOUND & SECURITY	MAINT-SERV CONTRACTS	539.00
		OTHER PROF SERV	150.00
			689.00 *
649919	NATIONAL CREDIT REPORTING	OTHER PROF SERV	25.90 *

PAGE TOTAL FOR "\*" LINES = 140,686.99

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649920	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	TAXES/LICENSES INTEREST COSTS LONG TERM DEBT	465.48 207.22 5,112.50 5,785.20 *
649921	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	2,678.16 *
649922	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	3,555.75 *
649923	CALIFORNIA BUILDING STANDARDS COMMISSION	BSASRF STATE FEE	1,042.20 *
649924	SORIANO, TERESA	TENANT UTILITY REIMB	77.00 *
649925	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	420.00 *
649926	CHILD GUIDANCE CENTER, INC.	OTHER PROF SERV	7,788.22 *
649927	IRVINE PIPE & SUPPLY INC	PIPES/APPURTENANCES	511.36 *
649928	TRAN, LIEN	TENANT UTILITY REIMB	85.00 *
649929	SONSHINE GLASS MIRROR	OTHER PROF SERV	5,000.00 *
649930	BOOTH, CLAUDE	WATER CLOSING BILL REFUND	6.64 *
649931	MCGOWAN, CHAD	WATER CLOSING BILL REFUND	5.21 *
649932	JONASSON, MARY	WATER CLOSING BILL REFUND	25.88 *
649933	THACH, PERRY	WATER CLOSING BILL REFUND	23.54 *
649934	TRIEU, HIEU QUOC	WATER CLOSING BILL REFUND	25.88 *
649935	DAO, THACH	WATER CLOSING BILL REFUND	19.57 *
649936	PENA, LOU C/O NO ORDINARY MOMENTS	WATER CLOSING BILL REFUND	28.02 *
649937	NGUYEN, JULIE	WATER CLOSING BILL REFUND	16.90 *
649938	TRUONG, KYIE Q	WATER CLOSING BILL REFUND	148.13 *
649939	MANGUYEN, VINNY	WATER CLOSING BILL REFUND	5.18 *

PAGE TOTAL FOR "\*" LINES = 27,247.84

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649940	TRAN, THANH	WATER CLOSING BILL REFUND	28.61 *
649941	NGUYEN, MY PHUONG	WATER CLOSING BILL REFUND	21.61 *
649942	INNAMORATO, ALESSANDRA	WATER CLOSING BILL REFUND	46.05 *
649943	RAMOS, MARGARITO	WATER CLOSING BILL REFUND	44.59 *
649944	WELLS, EDWARD	WATER CLOSING BILL REFUND	14.13 *
649945	RAMIREZ, GILBERT	WATER CLOSING BILL REFUND	124.13 *
649946	DO, TIM	WATER CLOSING BILL REFUND	10.49 *
649947	CHUNG, DON	WATER CLOSING BILL REFUND	369.20 *
649948	DIEP, DUY LINH	WATER CLOSING BILL REFUND	170.69 *
649949	LY, JOHNNY	WATER CLOSING BILL REFUND	20.92 *
649950	BUSS, ELIZABETH	WATER CLOSING BILL REFUND	39.46 *
649951	DENG, TONY	WATER CLOSING BILL REFUND	53.20 *
649952	LE, LUAN N	WATER CLOSING BILL REFUND	10.75 *
649953	RETER, PATRICIA	WATER CLOSING BILL REFUND	108.81 *
649954	NGUYEN, PHUC	WATER CLOSING BILL REFUND	36.18 *
649955	CHAU, ELIZA PHUONG	WATER CLOSING BILL REFUND	176.72 *
649956	LE, TIMOTHY	WATER CLOSING BILL REFUND	58.83 *
649957	GRASS, MELODY	WATER CLOSING BILL REFUND	44.58 *
649958	TAM, HANG YI	WATER CLOSING BILL REFUND	16.64 *
649959	DIEP, VUONG	WATER CLOSING BILL REFUND	62.38 *
649960	MILLER, JUSTIN	WATER CLOSING BILL REFUND	17.54 *
649961	BERKOWITZ, ARTHUR	WATER CLOSING BILL REFUND	19.36 *

PAGE TOTAL FOR "\*" LINES = 1,494.87



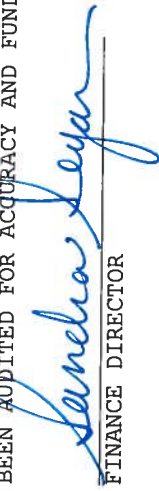
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/23/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
649962	TRINH, HOAN	WATER CLOSING BILL REFUND	26.64 *
649963	4MD MANAGEMENT, LLC	RENT SUBSIDY	1,850.00 *
W2456	AGENCY WIRE		
W2457	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,400,566.00 *
W2458	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,938.95 *
W2459	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	-733.49 *
W2460	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	1,502.14 *
W2461	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	28,549.33 *
W2462	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	1,400,566.00 *
W2463	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,223.36 *
W2464	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	22,955.10 *
W2465	CITY OF GARDEN GROVE-LIABILITY ACCT	ACCRUED LIAB CLAIMS	5,000.00
		LEGAL FEES	54,440.69
		MUN CLAIMS BD PMT	12,725.00
			72,165.69 *
W2466	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
W2467	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
W2468	VISION SERVICE PLAN	VISION-CAFE CONTR	7,592.92 *
W2469	CO. OF ORANGE	WAGE ATTACHMENT	553.85 *
W2470	DELTA DENTAL OF CALIFORNIA	SELF-INS ADMN	3,061.50 *

PAGE TOTAL FOR "\*" LINES = 2,949,622.91

FINAL TOTAL 4,605,548.51 \*

DEMANDS #649633 - 649963 AND WIRES W2456 - W2470 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 23, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
FINANCE DIRECTOR

182744	JOHANA L MALDONADO	(VOID)	-30.32	182860	SPENCER S CLIFT	(VOID)	-142.79
183135	YARELI SANCHEZ GUIJOSA		77.12	183136	MYUNG J CHUN		3701.18
183137	MYUNG J CHUN		3341.16	183138	JUDITH A MOORE		1837.69
183139	DIANE BELAIR		1727.54	183140	MICHAEL F ROCHA		1934.63
183141	LEONEL A LAMAS		815.53	183142	EDWIN O THURMAN JR		577.90
183143	DANIEL C MOSS		1495.40	183144	DEANNA M CHUMACERO		836.76
183145	ANGELICA ESQUIVEL ALVARE		567.43	183146	STEVEN E GOMEZ		683.57
183147	EDOUARD T PHAN		197.70	183148	SHADY S PUALLOA		307.89
183149	MARIA D ROSALES		104.66	183150	SPENCER S CLIFT		273.99
183151	WILLIAM ALLISON		3480.56	183152	KRISTINA M ALVAREZ		1315.68
183153	O.C.E.A. GENERAL		2359.18	183154	O.C.E.A.		1147.25
183155	COMMUNITY HEALTH CHARITI		45.00	183156	GARDEN GROVE POLICE ASSO		1540.00
D346413	CAROL E BECKLES		49.27	D346414	GEORGE S BRIETIGAM III		459.87
D346415	PHAT T BUI		176.14	D346416	STEVEN R JONES		323.85
D346417	STEPHANIE L KLOPFENSTEIN		265.49	D346418	DIEDRE THU HA NGUYEN		411.53
D346419	KIM B NGUYEN		412.67	D346420	JOHN R O'NEILL		445.44
D346421	STEVE R SOLORIO		45.52	D346422	PAMELA M HADDAD		1591.10
D346423	SHAWN S PARK		2043.79	D346424	SCOTT C STILES		6308.20
D346425	MARIA A STIPE		4919.52	D346426	MEENA YOO		2011.10
D346427	MARITZA PIZARRO		1659.70	D346428	TERESA L POMEROY		5394.75
D346429	LIZABETH C VASQUEZ		1892.02	D346430	VERONICA AVILA		1919.33
D346431	JEFFREY P DAVIS		1981.90	D346432	NOELLE N KIM		1814.51
D346433	MISSY M MENDOZA		337.55	D346434	MARIE L MORAN		2398.07
D346435	ANA E PULIDO		3357.30	D346436	KRISTY H THAI		2168.07
D346437	SHAUNA J CARRENO		2024.84	D346438	VY D HO		1236.71
D346439	DANNY HUYNH		4282.67	D346440	VILMA C KLOESS		1935.22
D346441	IVY LE		2238.36	D346442	TAMMY LE		1188.90
D346443	LINDA MIDDENDORF		2188.88	D346444	MARIA A NAVARRO		2209.76
D346445	PHUONG VIEN T NGUYEN		2229.55	D346446	QUANG NGUYEN		2353.50
D346447	TINA T NGUYEN		2077.35	D346448	THYANA T PHI		2288.53
D346449	MARIA RAMOS		2141.45	D346450	TANYA L TO		1381.26
D346451	CUONG K TRAN		1960.20	D346452	ELAINE TRUONG		1495.20
D346453	THANH-NGUYEN VO		1461.86	D346454	SYLVIA GARCIA		2067.40
D346455	KAREN M HARRIS		2582.72	D346456	CHRISTI C MENDOZA		602.84
D346457	JANET J CHUNG		2467.92	D346458	ANN C EIFERT		2652.41
D346459	MARGARITA A ABOLA		1704.72	D346460	MARY ANN M ALCANCIA		2225.39
D346461	MARISA ATIN RAMOS		2360.62	D346462	ELLIS EUN ROK CHANG		2744.05
D346463	EMER JAYSON BANAN FABRO		2166.94	D346464	RHONDA C KAWELL		2604.97
D346465	ROBERT W MAY		1379.83	D346466	SHAWNA A MCDONOUGH		1327.87
D346467	HEIDY Y MUNOZ		2829.12	D346468	LIGIA ANDREI		1504.46
D346469	ARIANA B BAUTISTA		1602.85	D346470	KAREN J BROWN		824.45
D346471	CORINNE L HOFFMAN		2063.53	D346472	JEFF N KURAMOTO		2486.96
D346473	CHELSEA E LUKAS		1893.73	D346474	EDWARD E MARVIN JR		1679.91
D346475	ANGELA M MENDEZ		1691.96	D346476	JENNIFER L PETERSON		1778.41
D346477	ANH PHAM		1612.53	D346478	EVA RAMIREZ		1681.93
D346479	JAIME F CHAVEZ		1463.87	D346480	GARY F HERNANDEZ		1583.04
D346481	NEAL M MANALANSAN		1601.90	D346482	DANIEL J SANCHEZ		1512.60
D346483	SANDRA E SEGAWA		3291.96	D346484	ALANA R CHENG		2843.17

\*\*\*\* PAGE TOTAL = 166109.70

D346485	PAUL GUERRERO	2488.72	D346486	LISA L KIM	4259.11
D346487	JAYME K AHLG	2516.44	D346488	JULIE A ASHLEIGH	1721.22
D346489	MICHAEL G AUSTIN	2428.06	D346490	RITA M CRAWER	2308.46
D346491	CHRISTOPHER J CRANDALL	2401.78	D346492	DAVID A DENT	3801.17
D346493	TODD C HARTWIG	2494.39	D346494	RALPH V HERNANDEZ	2171.60
D346495	AARON J HODSON	2172.25	D346496	DONALD E LUCAS	2686.67
D346497	SVETLANA MOURE	2026.01	D346498	PHU T NGUYEN	3351.90
D346499	LORENA J QUILLA-SOULES	2383.26	D346500	PEDRO ROQUE	2058.44
D346501	MARCO A VALADEZ	845.86	D346502	CHRISTOPHER CHUNG	2511.30
D346503	PRIT J KASKLA	1699.52	D346504	HUONG Q LY	1725.96
D346505	LEE W MARINO	3764.85	D346506	MARIA L MEDRANO	2075.49
D346507	MARIA C PARRA	2749.98	D346508	GREG BLODGETT	3210.21
D346509	MONICA COVARRUBIAS	2728.59	D346510	GRACE E LEE	2092.10
D346511	AMEENAH ABU-HAMDIYYAH	1656.90	D346512	ROY N ROBBINS	2716.59
D346513	TIMOTHY E THRONE	1761.65	D346514	ALLISON D WILSON	1944.66
D346515	MICHAEL C BOS	1959.16	D346516	DANIEL J CANDELARIA	3926.56
D346517	VINCENT L DE LA ROSA	1880.33	D346518	KAMYAR DIBAJ	1031.68
D346519	ALICIA M HOFER	1689.79	D346520	NICOLAS C HSIEH	2633.35
D346521	ROSEMARIE JACOT	1900.80	D346522	SHAN L LEWIS	2180.08
D346523	NAVIN B MARU	3404.69	D346524	JUAN C NAVARRO	2132.03
D346525	MICHAEL F SANTOS	2821.80	D346526	MARK P UPHUS	3396.58
D346527	JOSE A VASQUEZ	2148.05	D346528	ANA G VERGARA NEAL	2317.53
D346529	DAI C VU	3730.81	D346530	KHANG L VU	2934.96
D346531	JOSHUA J ARIONUS	1861.99	D346532	JAN BERGER	1945.77
D346533	ROBERT P BERMUDEZ	800.11	D346534	TIM P CANNON	2813.78
D346535	CARINA M DAN	1850.81	D346536	RYAN H DAVIS	1341.78
D346537	RONALD W DIEMERT	1887.57	D346538	CHRIS N ESCOBAR	2320.17
D346539	ALEJANDRO GONZALEZ	3714.70	D346540	MICHAEL J GRAY	1601.40
D346541	LARRY GRIFFIN	2707.46	D346542	ROBERT A HAENDIGES	2877.92
D346543	RYAN S HART	1703.34	D346544	EDWARD A HUY	2394.77
D346545	VIDAL JIMENEZ	1775.52	D346546	SAMUEL K KIM	3513.06
D346547	REBECCA PIK KWAN LI	3345.56	D346548	DAVID MA'AE	1523.50
D346549	TYLER MEISLAHN	1828.58	D346550	JUSTIN M MORRIS	743.48
D346551	STEVEN J MOYA JR	1997.95	D346552	BASIL G MURAD	2198.72
D346553	KIRK L NATLAND	496.84	D346554	DUC TRUNG NGUYEN	1714.29
D346555	CORNELIU NICOLAE	2396.94	D346556	ANDREW I ORNELAS	3905.89
D346557	DAVID A ORTEGA	1901.90	D346558	CELESTINO J PASILLAS	5006.54
D346559	WILLIAM F PEARSON	3136.29	D346560	LES A RUITENSCHILD	2553.33
D346561	JONATHAN RUIZ	1871.52	D346562	ALEXIS SANTOS	983.27
D346563	ADRIAN M SARMIENTO	2800.65	D346564	ALBERT TALAMANTES JR	1802.49
D346565	MINH K TRAN	2302.32	D346566	ALEJANDRO VALENZUELA JR	1177.74
D346567	ALEJANDRO N VALENZUELA	2045.66	D346568	KATHLEEN N VICTORIA	878.67
D346569	RONALD J WOLLAND	1173.55	D346570	VICTOR K VERGENSEN	2847.63
D346571	ALICE K FREGOSO	1800.63	D346572	ALICIA R GARCIA	637.67
D346573	RAQUEL K MANSON	2488.83	D346574	WILLIAM E MURRAY JR	5968.03
D346575	EMILY H TRIMBLE	1648.15	D346576	ALFRED J AGUIRRE	2661.46
D346577	EDWARD D AMBRIZ GARCIA	588.93	D346578	RODOLPHO M BECERRA	2172.86
D346579	RAYMOND A BUCHLER	1148.32	D346580	EDGAR A CANO	1618.92

\*\*\*\* PAGE TOTAL = 219318.60

D346581	ALBERT J CARRISOZA	2028.64	D346582	GABRIELA R CONTRERAS	2331.57
D346583	JULIE T COTTON	1556.22	D346584	DANIEL A DEL ROSARIO	577.57
D346585	WILLIAM J ENGELS	669.25	D346586	ERIC M ESPINOZA	1625.33
D346587	ALBERT R EURS II	2240.96	D346588	ROBERT J FRANCO	685.15
D346589	MAURICIO S GARCIA	2320.18	D346590	GILBERTO GAYTAN PINEDA	480.20
D346591	HERMILO HERNANDEZ	1802.10	D346592	DARNELL D JERRY	577.95
D346593	BRENT KAYLOR	3019.83	D346594	MARK W LADNEY	2283.70
D346595	RAUL LEYVA	1714.48	D346596	ANTONIO R MARTIN	2011.67
D346597	DIEGO A MEJIA	1657.62	D346598	RIGOBERTO MENDEZ	2211.11
D346599	STEVEN T ORTIZ	2162.23	D346600	RICHARD L PINKSTON	2194.84
D346601	BRADLEY J POINDEXTER	757.04	D346602	JOSE J ROMAN	568.20
D346603	ALEXIS P TARIN	2137.46	D346604	STEVE J TAUANU'U	3391.32
D346605	SUSAN VITALI	806.89	D346606	STEPHANIE A WASINGER	787.34
D346607	IOAN ANDREI	895.52	D346608	SYLVESTER A BABINSKI IV	1514.03
D346609	DONEISHA L BELL	778.55	D346610	JEFFREY G CANTRELL	1961.24
D346611	JAMES CUNNINGHAM	2257.15	D346612	JULIA ESPINOZA	1096.01
D346613	CECELIA A FERNANDEZ	1132.89	D346614	CONRAD A FERNANDEZ	947.35
D346615	DIANA GOMEZ	800.40	D346616	JORGE GONZALEZ	1090.15
D346617	MICHAEL R GREENE	1857.80	D346618	RONALD D GUSMAN	912.07
D346619	GLORIA A HARO	1100.71	D346620	ERIC W JOHNSON	1049.01
D346621	DION J MATSON JR.	313.61	D346622	KHUONG NGUYEN	1145.13
D346623	DELFRADO C REYES	1145.13	D346624	RAFAEL ROBLES	1176.52
D346625	ADRIANNA M RODRIGUEZ	915.68	D346626	RODERICK THURMAN	1784.50
D346627	EVARISTO VERA	1457.55	D346628	RICHARD L WILLIAMS	2118.02
D346629	ANSELMO AGUIRRE	1809.78	D346630	CHRISTOPHER L ALLEN	1876.09
D346631	PHILLIP J CARTER	2429.91	D346632	RICK L DUVAL	2434.04
D346633	CASEY G GIROUARD	633.14	D346634	AARON R HANSEN	2139.39
D346635	HUY HOA HUYNH	2019.30	D346636	BRYAN D KWIATKOWSKI	1443.63
D346637	CHRISTOPHER B PRUDHOMME	1233.84	D346638	ROLANDO QUIROZ	1559.03
D346639	TODD R REED	1776.87	D346640	ESTEBAN H RODRIGUEZ	1351.98
D346641	ROBERTO RODRIGUEZ	633.14	D346642	LUIS A TAPIA	2024.21
D346643	MICHAEL W THOMPSON	2255.15	D346644	WILLIAM J WHITE	1920.18
D346645	JESSE GUZMAN	1926.71	D346646	MARK M KHALIL	1796.91
D346647	BRETT A MEISLAHN	1991.96	D346648	DOUGLAS A MOORE	1952.79
D346649	AUSTIN H POWELL	1742.47	D346650	MELVIN P REED	1419.94
D346651	STEPHEN D SUDDUTH	1188.23	D346652	TIMOTHY WALLINGFORD	2117.90
D346653	HILLARD J WILLIAMS	645.27	D346654	SOUHELIA K GOUNTOUMA	1699.02
D346655	ALBERT J HOLMON III	3190.36	D346656	VICTOR T BLAS	3367.44
D346657	FRANK X DE LA ROSA	1753.03	D346658	JEREMY J GLENN	1290.40
D346659	JOSE GOMEZ	2082.06	D346660	BRENT W HAYES	2977.25
D346661	FRANK D HOWENSTEIN	2249.09	D346662	ALLEN G KIRZHNER	2330.42
D346663	BRANDON S NUNES	1202.61	D346664	STEPHEN PORRAS	2631.33
D346665	JESSE VIRAMONTES	1539.01	D346666	JOHN ZAVALA	2426.46
D346667	STEPHANIE AMBRIZ	217.50	D346668	JOSELYN D AVALOS	346.70
D346669	REBECCA J BAILOR	489.33	D346670	JOSUE BARREIRO MENDOZA	1266.68
D346671	ALEXIS R BAUTISTA-MOVANO	137.72	D346672	IMMANUEL M CALDONA	363.88
D346673	RACHEL M CAMARENA	1864.13	D346674	RENE CAMARENA	1578.62
D346675	VICTORIA M CASILLAS	1724.06	D346676	RACHAEL M CHOATE	512.33

\*\*\*\* PAGE TOTAL = 149609.16

D346677	AMANDA D CROSS	1584.37	D346678	GISELL L CRUZ	608.86
D346679	KENNETH E CUMMINGS	630.01	D346680	GABRIELA DIAZ	453.14
D346681	GRISSELL V EVERASTICO	557.66	D346682	MARK C FREEMAN	2627.82
D346683	JARED D GARCIA	400.62	D346684	VANESSA L GARCIA	55.08
D346685	JACOB R GRANT	1818.84	D346686	CAROLINA HONSTAIN	170.70
D346687	KALYSTA N LOPEZ	392.03	D346688	ELAINE M MA'AE	2262.04
D346689	JOHANA L MALDONADO	265.64	D346690	JESUS MEDINA	1494.49
D346691	JUAN MEDINA	1966.84	D346692	JOHN A MONTANCHEZ	4172.34
D346693	BRIANNA M MOORE	1180.15	D346694	KIRSTEN K NAKAISHI	111.45
D346695	GINA D NECCO	283.68	D346696	JACOB J NEELY	403.31
D346697	NOEL N NICHOLAS	1194.18	D346698	JENNIFER GODDARD NYE	2376.70
D346699	GABRIELA O'CADIZ-HERNAND	2671.67	D346700	LORI OCHOA	4372.72
D346701	STEPHANIE ORTIZ	262.04	D346702	CHRISTIAN PANGAN	515.19
D346703	JANET E PELAYO	3070.75	D346704	JESUS PEREZ	354.68
D346705	ARIELLE PICKRELL	445.21	D346706	ALEXA PRADO	198.30
D346707	SUGEIRY REYNOSO	2357.91	D346708	CATIA J RIVERA	157.54
D346709	MARINA Y ROMERO	1786.56	D346710	MONICA K ROMO	82.62
D346711	TANYA ROSAS	267.69	D346712	DIANA SALDIVAR	55.08
D346713	RICARDO SALDIVAR	391.54	D346714	YARELI SANCHEZ GUIJOSA	88.14
D346715	DANA MARIE SAUCEDO	2169.51	D346716	EMERON J SCHLUMBERGER	927.67
D346717	KENNETH P TRAVIS III	231.36	D346718	CLAUDIA VALDIVIA	2695.30
D346719	JEFFREY VAN SICKLE	2065.06	D346720	DAISY O VENCES	378.49
D346721	JOSHUA VENCES	182.86	D346722	PAUL E VICTORIA	1218.46
D346723	JACOB D VIRAMONTES	415.46	D346724	JANICE PHUONG VU	170.82
D346725	TIFFANY D VU	71.61	D346726	DAVID M WILMES	449.49
D346727	AMANDA M POLLOCK	1658.97	D346728	TREVOR G SMOUSE	2102.95
D346729	ALBERTO ACOSTA	6904.86	D346730	JOHN D BARANGER III	4735.22
D346731	LUCAS B BAUER	2491.68	D346732	BRADLEY D BELL	5173.58
D346733	JERRY R BRENNAN	14728.12	D346734	JOSE J CAMBEROS	3001.97
D346735	YVES G CLERMONT	2596.19	D346736	JOE W CRAWFORD	3086.73
D346737	TIMOTHY A CRAWFORD	4673.01	D346738	JUSTIN D DOYLE	4020.06
D346739	MICHAEL G ECKHARDT JR	4823.93	D346740	STEVE P FELLNER	4291.84
D346741	JAMES L GABBARD	3550.79	D346742	DREW R GARCIA	5160.81
D346743	JEFF W HANNA	3253.66	D346744	MATTHEW R HENSHAW	3844.14
D346745	MICHAEL L JACOBS	2403.46	D346746	WILLIAM R JARGER	2894.14
D346747	JORDAN R JEMIOLO	3444.12	D346748	MATTHEW C KLEIBACKER	2880.92
D346749	SCOTT A KUHLMAN	4301.56	D346750	NICHOLAS A LERARIO	3085.11
D346751	COREY L LINDSAY	1458.26	D346752	NORMAN M LOVELY	10821.24
D346753	JOHN M MARQUEZ JR	2440.84	D346754	CHEYNE C MAULE	5877.40
D346755	TERRY A MCGOVERN JR	15728.64	D346756	SHANE D MELLEEM	2904.65
D346757	TRAVIS M MELLEEM	3857.97	D346758	MARK A MICKELSEN	4213.87
D346759	SON L NGUYEN	8351.80	D346760	THANH Q NGUYEN	6479.05
D346761	FREDERICK N NIBLO	3243.60	D346762	BRENT C PARDOEN	3100.93
D346763	MICHAEL KURT RIETH	2759.89	D346764	WADE E RUHMAN	3557.15
D346765	DENNIS L RUZICKA	4025.49	D346766	DAVID C SANCHEZ	2950.99
D346767	NICK R SCHAFFER	1267.53	D346768	SCOTT A SCHERER	5694.76
D346769	MORRIS B SPELL	4845.48	D346770	WILLIAM S STROHM	6752.37
D346771	JUSTIN D TRAVER	3049.04	D346772	CHRISTOPHER B TRENHOLM	4036.43

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D346773	JUSTIN TRUHILL	2720.82	D346774	MARIO G VALDERRAMA	3187.87
D346775	DAVID S WALDSCHMIDT	3018.10	D346776	MARK S WEISS	6009.44
D346777	JOSEPH A WINGERT JR	3158.93	D346778	JASON R BLOMGREN	4103.19
D346779	MYLES A BURROUGHS	1777.32	D346780	DAVID M CARLSON	4983.98
D346781	PARKER W CARY	1972.38	D346782	JOSHUA A FELDMAN	4638.12
D346783	TIMOTHY D FISHER	3569.43	D346784	GARRET M FURUTA	2106.52
D346785	CHRISTOPHER P HAWKINS	3312.05	D346786	SHANE S HOWEY	1732.17
D346787	PETER M HUBER	3358.61	D346788	JAYCEN R JUSTUS	2944.01
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D346791	DANIEL J MOORE	5502.93	D346792	GRANT A NOBLE	2217.94
D346793	ERIC S NORRIN	4551.98	D346794	ANTHONY J PAGE	6500.03
D346795	ERIC M PALOMO	3064.63	D346796	ANDREW J ROACH	2742.99
D346797	RICHARD RONSTADT	5074.05	D346798	TIMOTHY N STOWE	2124.86
D346799	ERIC THORSON	4303.86	D346800	RYAN D VAN WIE	3766.01
D346801	JONATHAN C WHITE	2975.11	D346802	GREGORY D WILLIAMS	3788.03
D346803	JEREMIE E YORKE	2638.57	D346804	ANTHONY R ACOSTA	3085.82
D346805	CHRISTOPHER A BENNETT	289.56	D346806	BRYSON T DAHLHEIMER	2008.55
D346807	LISA S GUARDI	727.86	D346808	DON T NGUYEN	1703.53
D346809	PAUL J WHITTAKER	5646.99	D346810	TODD D ELGIN	7971.59
D346811	CAROLE A KANEGAE	2094.00	D346812	VINCENTE J VAICARO	3216.63
D346813	KRISTEN A BACKOURIS	2464.56	D346814	SHARON S BAEK	1760.29
D346815	RAY E BEX	3416.23	D346816	GENA M BOWEN	1313.34
D346817	RICHARD O BURILLO	4126.80	D346818	THOMAS R DARE	5215.91
D346819	AMIR A EL-FARRA	3672.28	D346820	HELENA ELSOUSOU	2499.95
D346821	PATRICK E GILDEA	3246.31	D346822	AI KELLY HUYNH	1716.06
D346823	KEIRA LONG	1774.84	D346824	JOHN E REYNOLDS	4662.80
D346825	REYNA ROSALES	1621.32	D346826	MICHAEL J VISCOMI	4270.50
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D346829	PEDRO R ARELLANO	3102.83	D346830	TIMOTHY R ASHAUGH	2701.83
D346831	ALFREDO R AVALOS	3364.24	D346832	COLLIN E BAKER	1908.33
D346833	RENE BARRAZA	3983.49	D346834	BEAU A BERENGER	2523.88
D346835	RYAN S BERLETH	1904.32	D346836	SUMMER A BOGUE	2179.35
D346837	JESENIA CAMPOS	1755.40	D346838	RENZO CHUMBE	2856.07
D346839	GARY L COULTER	2732.50	D346840	CHARLIE DANIELEY III	1245.63
D346841	ISAAC DAVILA	2521.49	D346842	NICHOLAS A DE ALMEIDA LO	4701.70
D346843	BROC D DUDLEY	1939.43	D346844	STEPHEN C ESTLOW	923.44
D346845	HECTOR FERREIRA JR	2536.37	D346846	KARI A FLOOD	2487.12
D346847	ROBERT J GIFFORD	2471.53	D346848	VICTORIA A GILL	1944.27
D346849	JOSEPH P GROSS JR	743.96	D346850	TRAVIS J HADDEN	1938.03
D346851	TROY HALLER	3975.84	D346852	JASON A HOWARD	2434.55
D346853	KIRK P HURLEY	1992.89	D346854	NICKOLAS K JENSEN	2506.73
D346855	PATRICK R JULIENNE	2531.47	D346856	KRISTOFER D KELLEY	3242.36
D346857	EDWARD K KIM	2293.21	D346858	TIMOTHY P KOVACS	6071.66
D346859	MARK A LORD	2969.24	D346860	SHAYLEN L MAO	2156.19
D346861	JORGE L MAZON	2731.13	D346862	BRYAN J MEERS	2545.79
D346863	JEREMY N MORSE	3594.76	D346864	MITCHEL S MOSSER	2126.72
D346865	JASON M MURO	2484.69	D346866	AARON S NELSON	2883.27
D346867	ADAM C NIKOLIC	3396.74	D346868	JASON S PERKINS	3677.08

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D346869	PHILLIP H PHAM	2260.78	D346870	COREY T POLOPEK	2522.80
D346871	THOMAS S REED	2237.46	D346872	DANIELLE E RIEDL	2310.48
D346873	CHRISTIN E ROGERS	2559.77	D346874	AARON T SHIPLEY	2017.13
D346875	BRIAN T STROUD	4063.29	D346876	EDGAR VALENCIA	3172.81
D346877	ROYCE C WINNER	2663.15	D346878	SARAH A WRIGHT	2404.16
D346879	COLE A YNIGUEZ	2671.41	D346880	ADAM D ZMIJA	4411.09
D346881	MARCOS R ALAMILLO	2563.51	D346882	BOBBY B ANDERSON	2736.57
D346883	JOHN F BANKSON	3044.58	D346884	JOSHUA K BEHZAD	1848.23
D346885	EVAN S BERSFORD	2811.60	D346886	JEFFREY A BROWN	3838.97
D346887	JOHN CASACCIA II	2992.62	D346888	JUAN C CENTENO	3451.37
D346889	JEROME L CHEATHAM	2622.51	D346890	HAN J CHO	3422.21
D346891	BRIAN M CLASBY JR	2938.67	D346892	JULIO C CORTEZ	2076.65
D346893	JUAN L DELGADO JR	3344.90	D346894	KEVIN DINH	2810.59
D346895	OTTO J ESCALANTE	4805.56	D346896	JOSHUA N ESCOBEDO	2777.87
D346897	MICHELLE N ESTRADA-MONSA	2522.36	D346898	GEORGE R FIGUEROA	4577.32
D346899	BRIAN C GIRGENTI	3388.51	D346900	SEAN M GLEASON	2700.50
D346901	BRIAN G HATFIELD	2593.35	D346902	EFFRAIN A JIMENEZ JR	2156.25
D346903	CODY M JOHNSON	2093.76	D346904	ARION J KNIGHT	2809.70
D346905	PETER M KUNKEL	3481.53	D346906	RAPHAEL M LEE	428.30
D346907	ERICK LEYVA	3444.88	D346908	DEREK M LINK	3303.55
D346909	RAFAEL LOERA JR	3111.07	D346910	JESSE A LUCATERO	2571.53
D346911	ROBERTO MACHUCA	2096.31	D346912	TAYLOR A MACY	2312.40
D346913	GIANLUCA F MANIACI	2831.90	D346914	NATHAN D MORTON	3109.86
D346915	PATRICK W MURPHY	2152.05	D346916	PATRICK J MUSCHETTO	1850.58
D346917	JEFFREY C NGUYEN	2853.80	D346918	JOSHUA T OLIVO	3513.42
D346919	STEVEN TRUJILLO ORTIZ	2095.87	D346920	OMAR F PEREZ	1364.90
D346921	JOHN E RANEY	4021.40	D346922	DANIEL RODRIGUEZ	2446.95
D346923	ERIC T RUZIECKI	2867.42	D346924	SEAN M SALAZAR	2695.49
D346925	ROBERT M STEPHENSON III	3993.51	D346926	JOHN J YERGLER	3709.09
D346927	JASON B YETTAW	3252.76	D346928	PAUL W ASHBY	3159.09
D346929	RYAN V BUSTILLOS	3922.00	D346930	THOMAS A CAPPS	2679.10
D346931	MICHAEL K ELHAMI	2999.54	D346932	AUSTIN C LAVERTY	3303.93
D346933	DANNY J MIHALIK	3233.13	D346934	RON A REYES	3554.41
D346935	ROCKY F RUBALCABA	3349.74	D346936	LINO G SANTANA	3478.96
D346937	CHRISTOPHER M EARLE	2649.71	D346938	BENJAMIN M ELIZONDO	2526.46
D346939	NICHOLAS A LAZENBY	2812.25	D346940	CHARLES H LOFFLER	2821.13
D346941	BRADLEY A LOWEN	2295.69	D346942	LUIS F RAMIREZ	3162.74
D346943	RYAN R RICHMOND	2312.57	D346944	GAREY D STAAL	2920.18
D346945	AARON J COOPMAN	3016.32	D346946	MICHAEL E GERDIN	2242.07
D346947	DONALD J HUTCHINS	2924.03	D346948	JASON L JOHNSON	2462.21
D346949	RYAN M LUX	2156.03	D346950	RAUL MURILLO JR	4034.22
D346951	COURTNEY P ALLISON	2609.14	D346952	LISA A BELTHIUS	342.35
D346953	RANDY G CHUNG	176.73	D346954	ADAM B COUGHMAN	22.46
D346955	CHRISTOPHER C DOVEAS	416.12	D346956	DANIEL S EDWARDS	319.51
D346957	CRAIG A HERRICK	6.67	D346958	EDUARDO C LEIVA	4166.98
D346959	JOHN O OJEISEKHOBIA	363.75	D346960	JOSEPH D VARGAS	204.80
D346961	CARL J WHITNEY	3878.45	D346962	FRANCISCO AVALOS JR	423.39
D346963	TANNER C DE PADUA	363.57	D346964	JOSEPH A GARCIA	384.13

\*\*\*\* PAGE TOTAL = 249424.62



D346965	EUN WHA LEE	367.98	D346966	JULIAN TAPIA	315.41
D346967	KENTON TRAN	411.93	D346968	CALEB I VAUGHN	407.24
D346969	TYLER D VU	453.43	D346970	TROY F BOWMAN	1771.01
D346971	KAREN D BRAME	863.68	D346972	KENNETH L CHISM	1847.14
D346973	PAUL E DANIELSON	1270.79	D346974	RUSSELL B DRISCOLL	198.86
D346975	JESUS FAJARDO	1756.60	D346976	KORY C FERRIN	3371.20
D346977	JAMES D FISCHER	1833.12	D346978	VICTORIA M FOSTER	1733.93
D346979	ROBERT D FRESENIUS	1674.10	D346980	KENNETH E MERRILL	543.86
D346981	DOUGLAS A PLUARD	3308.59	D346982	CHARLES W STARNES	2580.75
D346983	TUONG-VAN NGUYEN VU	1680.50	D346984	FLOR DE LIS ELIZONDO	1208.11
D346985	PATRICIA C FLINN	2433.07	D346986	JASON S FULTON	2292.64
D346987	ROBERT J KIVLER	1939.10	D346988	RAQUEL D MATA	378.14
D346989	REBECCA S MEEKS	2574.85	D346990	JAKE T MELIA	1457.45
D346991	JONATHAN B WAINWRIGHT	2368.60	D346992	DAVID C YOUNG	3705.62
D346993	MARIA A ALCARAZ	2225.19	D346994	MARIA S ATWOOD	1390.93
D346995	CARISSA L BRUNICK	2383.98	D346996	TAMMY L CHAURAN-HAIGROV	1246.05
D346997	VERONICA FRUTOS	963.45	D346998	DAVID L GEORGE	1974.27
D346999	PINKY C HINGCO	2077.48	D347000	SHELBY KEULIAN	1552.76
D347001	CHAD B KIM	1501.01	D347002	ALLYSON T LE	1660.71
D347003	ANGELA LEDESMA	2109.63	D347004	LINDALINH THU LY	1217.69
D347005	MARIA C MCFARLANE	1946.26	D347006	TRINA T NGUYEN	2041.83
D347007	DEBRA J NICHOLS	2174.00	D347008	CHRISTAL L RAY	1786.78
D347009	JENNIFER V ROMBOUGH	1870.32	D347010	KIMBRA S VELLANOWETH	2009.40
D347011	SHANNON M YELENSKY	1657.37	D347012	JENNIFER A DIX	2288.75
D347013	KATHERINE M FRANCISCO	1688.58	D347014	AMANDA B GARNER	2093.68
D347015	ARCHIE GUZMAN	3158.95	D347016	ROBERT D LUX	2444.35
D347017	MELISSA MENDOZA-CAMPOS	2366.48	D347018	MICHAEL A MOSER	2436.05
D347019	BRANDY J PARK	2889.86	D347020	CRISTINA V PAYAN	1665.60
D347021	JENNIFER M RODRIGUEZ	2699.18	D347022	TANYA L SAMOFF	2793.16
D347023	SUSAN A I SEYMOUR	2296.60	D347024	NICOLE D SHORROW	1933.99
D347025	DANNY J SOSEBEE	1712.19	D347026	MARSHA D SPEILMAN	2259.93
D347027	SPENCER T TRAN	2113.37	D347028	SANTA WARDLE	1602.45
D347029	CHERYL L WHITNEY	2137.09	D347030	CLAUDIA ALARCON	2819.67
D347031	DANIEL A CAMARA	2495.72	D347032	BRIAN D DALTON	1924.26
D347033	RICHARD E DESBIENS	1546.50	D347034	JAMES D FRANKS	2988.24
D347035	PETE GARCIA	2699.61	D347036	STEVEN H HEINE	1221.87
D347037	JOSE D HERRERA	3089.83	D347038	WILLIAM T HOLLOWAY	3998.43
D347039	THI A HUYNH	2632.35	D347040	MICHAEL J JENSEN	3087.48
D347041	GERALD F JORDAN	2618.67	D347042	JOSEPH L KOLANO	2255.67
D347043	LEA K KOVACS	2668.46	D347044	DAVID LOPEZ	2262.32
D347045	STEVEN W LUKAS	1847.85	D347046	MATTHEW P MARCHAND	2710.97
D347047	MARIO MARTINEZ JR	3740.22	D347048	LUIS A PAYAN	2175.29
D347049	SINDY RAMIREZ OROZCO	2439.04	D347050	TERRA M RAMIREZ	2043.42
D347051	CHRISTOPHER M SHELGREEN	2176.53	D347052	PAUL M TESSIER	2561.54
D347053	DENNIS WARDLE	2657.47	D347054	RONALD A DOSCHER	1031.33
D347055	ERIC A QUINTERO	447.78	D347056	JANNA K BRADLEY	3052.56
D347057	MARY C CERDA	1934.06	D347058	BRANDI M HART	882.59
D347059	SUSAN A HOLSTEIN	513.92	D347060	LIANE Y KWAN	2899.56

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D347061	JANY H LEE	3420.72	D347062	SHERRILL A MEAD	2125.61
D347063	JESSICA MEDINA	1883.44	D347064	STEPHANIE E RICHARDS	1799.94
D347065	CAITLYN M STEPHENSON	1757.24	D347066	LAURA J STOVER	5049.81
D347067	ANNA L GOLD	1729.47	D347068	KATRENA J SCHULZE	471.53
D347069	MATTHEW T SWANSON	1707.58	D347070	ANTHONY VALENZUELA	1370.44
D347071	CANDY G WILDER	1883.93	D347072	STEVEN F ANDREWS	1410.01
D347073	TERENCE S CHANG	2167.18	D347074	VERNA L ESPINOZA	1776.29
D347075	CESAR GALLO	2396.42	D347076	ERNIE E HINGCO	1664.04
D347077	GEOFFREY A KLOESS	2745.89	D347078	RACHOT MORAGRAAN	3472.90
D347079	NOEL J PROFFITT	3030.44	D347080	ANAND V RAO	4685.32
D347081	JOSEPH M SCHWARTZ	2252.86	D347082	ROD T VICTORIA	2039.96
D347083	TERREL KEITH WINSTON	3398.08	D347084	POLICE ASSN	15445.52
D347085	GG FIRE FIGHTERS 2005	20615.12	D347086	SO CAL CU	71275.00
D347087	SOUTHLAND CU	4691.94	W2574	GREAT WEST LIFE 457 #340	106984.76
W2575	GREAT WEST LIFE OBRA#340	1960.76	W2576	INTERNAL REVENUE SERVICE	326490.92
W2577	EMPLOYMENT DEVELOPMENT D	99528.70			

\*\*\*\* PAGE TOTAL = 701231.82

TOTAL CHECK PAYMENTS	24
TOTAL DIRECT DEPOSITS	675
TOTAL WIRE PAYMENTS	4
GRAND TOTAL PAYMENTS	703

28,194.71
1,661,056.58
534,965.14
.....
2,224,216.43

Checks #183135 thru #183156, and Direct Deposits #D346413 thru #D347087, and wire #W2574 thru #W2577 presented in the Payroll Register submitted to the Garden Grove City Council 23 APR 2019, have been audited for accuracy and funds are available for payment thereof.

  
 on behalf of  
 FINANCE DIRECTOR

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles From: Teresa Pomeroy  
Dept.: City Manager Dept.: City Clerk  
Subject: Appointments to the Measure Date: 4/23/2019  
O Citizens' Oversight  
Committee (Continued from  
the March 26, 2019,  
meeting). (*Action Item*)

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**OBJECTIVE**

For the Mayor, with City Council approval, to appoint members to the Measure O Citizens' Oversight Committee.

**BACKGROUND**

The City Council adopted Resolution No. 9450-19 defining the composition and purpose of the Measure O Citizens' Oversight Committee (see attached Resolution). The timeline recommended in the agenda report dated February 26, 2019, was to accept applications between February 27, 2019 through March 14, 2019, and to appoint members on March 26, 2019. At the March 26, 2019, City Council meeting, the appointment application deadline was extended for selecting members at the April 23, 2019, City Council meeting.

**DISCUSSION**

Pursuant to Garden Grove Municipal Code Section 2.21.010, the Mayor, with the approval of the City Council, shall make all appointments to boards, commissions, and committees.

Attached for consideration is the list of applicants who submitted applications prior to and by the March 14, 2019, deadline, and with additional applicants who submitted applications under the extended deadline of April 17, 2019.

**FINANCIAL IMPACT**

None.

**RECOMMENDATION**

It is recommended that:

- The Mayor, with City Council approval, appoint seven members to the Measure O Citizens' Oversight Committee.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Measure O Citizen Oversight Committee applicants	4/18/2019	Backup Material	Measure_O_-_Applicant_list.pdf

Measure O Citizens' Oversight Committee  
Applicants

Name/District	Active resident senior (62+)	GG business member (owner or representative)	Finance/accounting background	Resident at-large
Arbgast, Randy/ District 6 (Business)		X		X
Bischoff, Claire District 3				X
Dahl, Mike/ District 4				X
Dalton, Robert/ District 3		X		X
Dibs, Nicholas/ District 1 (Rental property in District 1)		X		X
Federico, Sahily/ District 3 (Business)		X		
Flanders, Sandra/ District 1 (Business)		X		X
Holm, John/ District 5	X	X	X	X
Kearney, Kay/ District 1			X	X
Kiisk-Mohr, Kadi/ District 4				X
Lee, Jeffrey/ District 4				X
Lerma, Ric/ District 4 (Business)		X		
Malo, Leslie/ District 4 (Business)		X		
Mackanic, Mark/ District 4 (Business)		X	X	
Merry, Pauline/ District 3	X			
Nguyen, Sonny/ District 4 (Business)		X		
Nguyen, Tam/ District 4 (Business)		X		
Olson, Richard/ District 1		X	X	
Phuong, Jennie/ District 4			X	X

Measure O Citizens' Oversight Committee  
Applicants

Name/District	Active resident senior (62+)	GG business member (owner or representative)	Finance/accounting background	Resident at-large
Rogers, Linda/ District 3	X	X	X	X
Ruiz, Gerardo/ District 3				X
Salicos, Marisa/ District 1			X	X
Sanders, Robert "Steve"/ District 5	X			X
Taylor, Donald/ District 3				X
Thomas, Sandra/ District 5 (Home) District 4 (Business)		X		
Wilburn, Nicole/ District 5		X		X

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	Deputy City Manager
Subject:	Approval of a Purchase and Sale Agreement for the sale of the former Fire Station No. 6 located at 12111 Chapman Avenue, Garden Grove. (Sale amount: \$500,000) ( <i>Action Item</i> ).		
		Date:	4/23/2019

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**OBJECTIVE**

To receive City Council approval of a Purchase and Sale Agreement for the sale of the former Fire Station No. 6 property located at 12111 Chapman Avenue, Garden Grove (APN: 233-023-20) in the amount of \$500,000.

**BACKGROUND**

In 2015, City staff conducted an analysis of the Fire Department's capital needs and determined that the construction of a new Fire Station No. 6 within Westhaven Park was optimal to meet the infrastructure needs of the Fire Department. Built in 1971 on the site of a converted single-family home located at the corner of Chapman Avenue and Debbie Lane, Fire Station No. 6 lacked the capacity to hold the necessary vehicles, equipment and manpower to adequately serve the large buildings and multi-story hotels within the area. As a result, on September 25, 2015, the City Council authorized the execution and delivery of the Lease Revenue Bonds, Series 2015A to refund and upsize the 2002 Certificates of Participation. This action produced funding for various public capital improvements including a replacement fire station for Fire Station No. 6 at Westhaven Park.

**DISCUSSION**

In November 2018, the City unveiled the new Fire Station No. 6 facility and officially began providing services to the community, resulting in the vacation of the old Fire Station No. 6 facility at 12111 Chapman Avenue. With this transition, City staff received direction from the City Manager to move forward with the sale of the old Fire Station No. 6 property. As such, City staff proceeded to have the property appraised and posted to LoopNet for sale at the appraised value of \$525,000. The property listing remained on LoopNet for two months during which the City received

two formal offers for the purchase of the property. The higher of the two offers, in the amount of \$500,000 was submitted to and approved by the City Manager for City Council consideration.

Government Code section 37350 authorizes the City to dispose of real property for the common benefit. The proposed disposition will benefit the City and the community by providing additional housing for a family while eliminating the City's liability for maintenance and upkeep of the property and structure that will no longer be used for a fire station.

Approval of the Purchase and Sale Agreement will enable the City and the buyer to open escrow, allow a period for the buyer's inspection of the property, and ultimate transfer of payment of the sale proceeds to the City and title to the buyers. This period will further allow staff to present the proposed sale to the Planning Commission for review of the General Plan consistency of the sale.

#### FINANCIAL IMPACT

The buyer has agreed to pay the City \$500,000 to purchase the property.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Purchase and Sale Agreement for the sale of the former Fire Station No. 6 property located at 12111 Chapman Avenue in the amount of \$500,000.
- Authorize the City Manager to execute the Purchase and Sale Agreement on behalf of the City.

By: Shawn Park, Sr. Administrative Analyst

#### ATTACHMENTS:

Description	Upload Date	Type	File Name
GG REAL ESTATE PURCHASE-SALE AGREEMENT AND ESCROW INSTRUCTIONS-OLD FIRE STATION 6	4/18/2019	Backup Material	GG_REAL_ESTATE_PURCHASE- SALE_AGREEMENT_AND_ESCROW_INSTRUCTIONS- OLD_FIRE_STATION_6.pdf



APN: 233-023-20  
PROJECT: Former Fire Station 6 Parcel Sale  
ADDRESS: 12111 Chapman Ave., Garden Grove, CA 92840

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**

**THIS AGREEMENT** ("Agreement") is entered into this 23<sup>rd</sup> day of April, 2019 ("Agreement Date") by and between the City of Garden Grove, a California municipal corporation ("Seller"), and the undersigned buyer(s), Alfredo Jimenez and Veronica Jimenez ("Buyer") for acquisition by Buyer of certain real property described below.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, that certain real property ("Property") situated at 12111 Chapman Avenue in the City of Garden Grove, County of Orange, State of California, and legally described in Exhibit "A" attached hereto and incorporated herein by reference.
2. **Purchase Price/Settlement Price.** The total purchase price, payable in cash through escrow, shall be the sum of Five Hundred Thousand Dollars (\$500,000.00) (the "Purchase Price"). The Purchase Price shall be paid by Buyer as follows:
  - A. **Deposit.** Within five (5) business days after the Opening of Escrow, Buyer shall deposit the sum of \$10,000.00 ("Deposit") by cash or check with the Escrow Agent. The Escrow Agent shall be instructed to place the deposit in an interest-bearing account pending the close of escrow. All interest earned on the Deposit shall be for Buyer's account and the Deposit shall be applied against the Purchase Price.
  - B. **Liquidated Damages.** THE PARTIES AGREE THAT THE DEPOSIT AMOUNT PLUS ALL ACCRUED INTEREST, IF ANY, IS A REASONABLE SUM FOR LIQUIDATED DAMAGES SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY BUYER, IN THAT, WHEN CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO ESTIMATE ACTUAL DAMAGES. THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY SHOULD THIS TRANSACTION FAIL TO CLOSE DUE TO A MATERIAL BREACH OF THIS AGREEMENT BY BUYER. BY PLACING THEIR INITIALS AT THE PLACES PROVIDED BELOW, EACH PARTY AGREES THAT THE FOREGOING CONSTITUTES LIQUIDATED DAMAGES AND NOT A FORFEITURE OR PENALTY.

Buyer Initials: \_\_\_\_\_

Seller Initials: \_\_\_\_\_

- C. Balance of Purchase Price. Buyer shall deposit sufficient funds to cover the balance of the Purchase Price, plus Buyer's share of all Escrow Costs, on or before the Close of Escrow.
3. Conveyance of Title. Seller agrees to convey by Grant Deed to Buyer marketable fee simple title to the Property free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases and taxes EXCEPT:
- A. Real property taxes for the then current tax year, which are a lien not yet due and payable.
- B. All title exceptions set forth in the Preliminary Title Report obtained pursuant to Section 4.1 below.
- C. Easements or rights-of-way over the Property for public or quasi-public utility and/or public street purposes, if any.
4. Title Report and Title Insurance Policy.
- 4.1 Preliminary Title Report. Seller agrees to obtain and provide Buyer with a Preliminary Title Report issued by Fidelity National Title Company on the property over, under, across and/or upon which the Property lies, together with legible copies of all documents, whether recorded or unrecorded, evidencing exceptions to title referred to therein within ten (10) calendar days of the Agreement Date. Seller agrees to pay all costs of said Preliminary Title Report.
- 4.2 Title Insurance Policy. Escrow Agent shall, following recording of deed to Buyer, provide Buyer with a standard owner's CLTA (or extended coverage ALTA, at the request of Buyer) policy of title insurance in the amount of the Purchase Price, issued by Fidelity National Title Insurance Company, showing fee simple title to the Property vested in Buyer subject only to the exceptions set forth in Paragraph 3 above and the printed exceptions and stipulations in the policy. Seller agrees to pay the premium charged for the standard owner's CLTA policy, and Buyer shall pay the additional cost for an extended coverage ALTA policy if Buyer elects to receive such a policy and for any other additional costs, including the costs of any endorsements and additional coverage.
5. Escrow. Seller agrees to open an escrow in accordance with this Agreement at Fidelity National Title National Commercial Services, Attn.: Jessica Avila, J.D., 555 S. Flower St. Ste. 4420, Los Angeles, CA 90071, tel. (213) 452-7132, fax (213) 452-7142, Jessica.Avila@fnf.com ("Escrow Agent"), with a copy to JessicaAvilaTeam@fnf.com. Escrow shall be deemed open on the first day after the date that Escrow Agent shall have received a fully executed copy of this Agreement from Seller and Buyer ("Opening of Escrow"). Escrow Agent shall notify Buyer and Seller, in writing, of the date Escrow is opened. This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. Buyer and Seller shall execute, deliver and be bound by any reasonable

and customary supplemental or additional escrow instructions of Escrow Agent or other instruments as may be reasonably required by Escrow Agent in order to consummate the transaction contemplated by this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

- 5.1 Grant Deed. Seller shall execute and deliver a Grant Deed (the "Grant Deed") to the Escrow Agent at least three (3) days prior to the close of escrow. Buyer agrees to deposit the Purchase Price/Settlement Price as described in Section 2 above upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments or funds as may be necessary to complete this transaction.
- 5.2 Insurance. Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.
- 5.3 Escrow Account. All funds received in this escrow shall be deposited with other escrow funds in a general insured escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or by wire from the account.

6. **Tax Adjustment Procedure.**

**ESCROW AGENT IS AUTHORIZED AND IS INSTRUCTED TO COMPLY WITH THE FOLLOWING TAX ADJUSTMENT PROCEDURE:**

- 6.1 Delinquent Taxes. Pay and charge Seller for any unpaid delinquent property taxes and/or penalties and interest thereon, and for any delinquent assessments or bonds against the Property.
- 6.2 Proration. Real property taxes and/or assessments shall be pro-rated as of the date of the close of escrow.
- 6.3 Transfer Taxes. Seller agrees to pay any transfer taxes on recordation of the deed.

7. **Escrow Agent Authorization.**

**ESCROW AGENT IS AUTHORIZED TO, AND SHALL:**

- 7.1 Escrow Fees, Charges and Costs. Seller and Buyer agree to pay one-half of the usual fees, charges and costs which arise in this escrow.
- 7.2 Disbursement. Disburse funds and deliver the Grant Deed when conditions of this escrow have been fulfilled by Buyer and Seller.
- 7.3 Close of Escrow. The term "close of escrow," if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Orange County Recorder. Recordation

of instruments delivered through this escrow is authorized, if necessary or proper in the issuance of the policy of title insurance.

7.4 Time Limits. All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties. Any amendment of, or supplement to, any instructions must be in writing.

7.5 Time of the Essence. **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If this escrow is not in condition to close within 45 days from date of these instructions, any party who then shall have fully complied with its instructions may, in writing, demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or by mutual instructions. If no demands are made, Escrow Agent shall proceed with closing of this escrow on or before 75 days from the Opening of Escrow.

7.6 Escrow Agent Responsibility. The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 18, 19, 26, and 27 and to its liability under any policy of title insurance issued in regard to this escrow.

8. **Buyer's Conditions Precedent to Close of Escrow.** The obligation of the Buyer to complete the purchase of the Property is subject to the satisfaction of the following conditions:

8.1 Buyer shall have received and approved the Preliminary Title Report and all the exceptions set forth therein. Buyer shall deliver notice of approval or disapproval to Seller within seven (7) calendar days after receipt of the Preliminary Title Report. Failure of Buyer to disapprove the Preliminary Title Report within seven days shall be deemed approval of the Preliminary Title Report.

8.2 Buyer shall have had the opportunity to conduct an inspection of the property within seventeen (17) days of the Opening of Escrow. Buyer shall deliver notice of approval or disapproval of the Property's physical condition to Seller within seven (7) calendar days after the inspection. Failure of Buyer to disapprove the physical condition of the Property within seven days shall be deemed approval of the condition of the Property.

8.3 Seller shall deliver through escrow an executed and recordable Grant Deed sufficient to convey fee title to the Buyer as set forth in Section 5.1.

8.4 Seller shall deliver through escrow a duly executed Non-Foreign Transferor Declaration.

- 8.5 Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.
- 8.6 Seller is not in default of any of its obligations under the Terms of this Agreement.
- 8.7 Escrow Agent has committed to deliver to Buyer a title insurance policy as required by Section 4 hereof.
9. **Seller's Conditions Precedent to Close of Escrow.** The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:
- 9.1 The Buyer is not in default of any of its obligations under the terms of this Agreement.
- 9.2 The Buyer shall have deposited with the Escrow Agent immediately available funds in the amount of the Purchase Price and Settlement Price and the Buyer's costs described herein.
10. **Failure of Conditions Precedent to Closing.** In the event any of the conditions set forth in Sections 8 and 9, above, are not timely satisfied or waived, for any reason other than the default of Buyer or Seller under this Agreement:
- 10.1 This Agreement, the Escrow, and the rights and obligations of Buyer and Seller shall terminate.
- 10.2 In such event, Seller, Buyer, and Escrow Agent shall promptly return all documents and funds which are held by them on the date of said termination to the party who delivered or deposited them hereunder (reduced by, in the case of the party otherwise entitled to such funds, the amount of any cancellation fees required to be paid by such party under Section 11 below).
11. **Cancellation Fees and Expenses.** In the event Escrow terminates because of the notice or failure to satisfy any condition for a reason other than the default of Buyer or Seller under this Agreement, the cancellation charges required to be paid by and to Escrow Agent and the Title Company shall be borne wholly by Seller, and all other charges shall be borne by the party incurring them. In the event Escrow terminates because of the default of Buyer or of Seller, the defaulting party shall be responsible for all cancellation charges required to be paid by and to Escrow Agent and Title Company.
12. **Permission to Enter on Premises.** Seller hereby grants to Buyer, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of escrow for the purpose of making any inspections deemed necessary at the discretion of the Buyer.
13. **Warranties, Representations and Covenants of Seller.** Seller hereby warrants, represents and/or covenants to Buyer that:
- 13.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any

portion thereof, at law, or in equity before any court or governmental entity, domestic or foreign.

- 13.2 Encroachments. To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.
- 13.3 Condition of Property. Until the vacation of the Property by Seller, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property. Seller shall cancel any service contracts or maintenance agreements as of the date Seller vacates the Property.
- 13.4 Seller's Title. Until the close of escrow, Seller shall not do anything which would impair Seller's title to any of the real property.
- 13.5 Conflict with Other Obligation. To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.
- 13.6 Change of Situation. Until the close of escrow, Seller shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the close of escrow, immediately give written notice of such fact or condition to Buyer.
- 13.7 Authority. Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to Buyer as provided herein and to carry out Seller's obligations hereunder.
- 13.8 Bankruptcy. Neither Seller nor any related entity is the subject of a bankruptcy proceeding and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.
- 13.9 Representations and Warranties Survive Close of Escrow. All of the Representations and Warranties of Seller set forth herein shall survive the Close of Escrow.
- 14. Warranties, Representations and Covenants of Buyer. Buyer hereby warrants, represents and/or covenants to Seller that:
  - 14.1 Authorization. Buyer represents and warrants that its entry into this Agreement has been duly authorized by all requisite action on the part of Buyer and each person signing this Agreement as or on behalf of Buyer is duly authorized to do so. Buyer further represents that it has full right and authority to enter into this Agreement and consummate the transactions described herein. The execution, consent or acknowledgment of no other person or entity is necessary in order to validate the



execution of this Agreement by Buyer or permit the consummation of the transactions described herein.

- 14.2 **Conflicting Obligations.** Buyer represents and warrants that its entry into this Agreement and the performance of its obligations hereunder does not contravene or constitute breach of any agreement, contract or indenture to which Buyer is a party or by which Buyer or its assets are bound.
- 14.3 **Representations and Warranties Survive Close of Escrow.** All of the Representations and Warranties of Buyer set forth herein shall survive the Close of Escrow.
15. **Hazardous Waste/Hazardous Substances; "As-Is" Sale.** Buyer acknowledges that it has had the opportunity to test and inspect the Property and is accepting the Property in an "as-is" condition. Buyer shall be responsible for any and all Hazardous Substances or Hazardous Wastes on the Property. As used herein, the terms "Hazardous Substances" and "Hazardous Wastes" shall have the same meaning as under any federal and/or state law or regulation.
16. **Compliance with Environmental Laws.** To the best of Seller's knowledge, the Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal and other environmental matters, including, but not limited to, the Clean Water Act, Clean Air Act, Federal Water Pollution Control Act, Solid Waste Disposal Act, Resource Conservation Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act, and the rules, regulations and ordinances of the City of Garden Grove, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, and the Environmental Protection Agency. Seller has not received any notices of violation of any such laws and regulations.
17. **Broker's Commission.** Seller has not engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the sale of the Property. Buyer has engaged Matt Thomas (Lic. 01943206) of Nationwide Real Estate Execs (Lic. 01909400), 4425 Atlantic Ave. Bldg. C, Long Beach, CA, 90807, Tel. (424) 347-2995, mattthomasproperties@gmail.com, as their agent, finder or broker in connection with the transaction which is subject to this Agreement. Seller agrees to pay Twelve Thousand Five Hundred Dollars (\$12,500.00) towards Buyer's agent commission. Buyer will be liable to pay any commission due Matt Thomas and Nationwide Real Estate Execs in excess of said sum. Seller and Buyer each agree to indemnify, defend and hold harmless the other Party from and against any loss, cost, expense, including attorney's fees, or liability incurred by such Party, and against any claims, causes of action or the like brought by any other broker, finder, or similar agent for any commission or fee relating to this Agreement.
18. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by Buyer and Seller shall be deemed both a covenant and a condition and shall be a material

consideration for Seller's and Buyer's performance hereunder, as appropriate, and any breach thereof by Buyer or Seller shall be deemed a material default hereunder. The parties may specifically and expressly waive any portion of this Agreement or any breach thereof through a written amendment signed by both parties, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.

19. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, Buyer and/or Escrow Agent in connection with this Agreement, then as between Buyer and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorney's fees, and all fees, costs and expenses incurred on any appeal or in collection of any judgment.
20. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Buyer:                      Matt Thomas  
Nationwide Real Estate Execs  
4425 Atlantic Ave. Bldg C  
Long Beach, CA 90807  
mattthomasproperties@gmail.com  
(424) 347-2955

If to Seller:                      City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attention: Shawn Park  
shawnp@ggcity.org  
(714) 741-5371

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other



document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

21. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the nature of such default. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within fifteen (15) days from the date of the notice or such longer period if the nature of the default is such that more than fifteen (15) days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default, which is not cured within the time set forth herein.
22. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded.
23. **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
24. **Governing Law.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California.
25. **Severability.** In the event that any term, covenant, condition or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or against public policy, the remaining provisions shall continue in full force and effect.
26. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Buyer and Seller.
27. **Binding Upon Successors.** The terms and conditions, covenants and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.
28. **Counterparts.** This Agreement may be executed in counterparts, each of which when executed shall, regardless of the date of its execution and delivery, be deemed an original, and all counterparts together shall constitute one and the same instrument.
29. **Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective

agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

30. **Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year set forth herein above.

**“Seller”**

**CITY OF GARDEN GROVE**

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

Attest:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**“Buyer”**

**ALFREDO JIMENEZ and  
VERONICA JIMENEZ**

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

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

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

APN: 233-023-20

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

LOT 17 OF TRACT NO. 2212, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 63, PAGES 45 AND 46 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of the third amendment to the agreement with the County of Orange to provide forensic services. (Cost: \$532,109) ( <i>Action Item</i> )	Date:	4/23/2019

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**OBJECTIVE**

To secure City Council approval of the third amendment to an agreement with the County of Orange to provide forensic services to the Garden Grove Police Department.

**BACKGROUND**

Since 1996, the City has contracted with the County for forensic services. The Orange County Crime Lab provides these services and is the only local forensic lab that can provide all the forensic services required by the Department. Historically the Department has entered into five-year agreements with the County of Orange for these services, and FY2019-20 will be year four of this five-year agreement.

**DISCUSSION**

The current contract agreement with the County of Orange for forensic services expires on June 30, 2019. As recommended by the Police Department and pursuant to Garden Grove Municipal Code Section 2.50.060(c), the Finance Director has determined that the County of Orange is the only provider of forensic services in Orange County.

DNA is the leading technology for gathering forensic evidence and solving crimes. Having a forensic scientist assigned to Garden Grove for DNA casework has dramatically reduced the time to obtain crime lab results, which has made the detective unit more effective. The police department is very satisfied with the level of service from the Orange County Sheriff's Crime Lab.

## FINANCIAL IMPACT

The cost of providing forensic services for Fiscal Year 2019-20 is estimated to be \$532,109, an increase of \$15,324 from the FY 2018-19 cost of \$516,785. The County reimburses the City the cost of all unused overtime, and the Crime Lab provides all supplies and processing directly related to services performed by their personnel under the terms of this agreement.

## RECOMMENDATION

It is recommended that the City Council:

- Approve the amendment to the agreement with the County of Orange to provide forensic services to the Police Department in the amount of \$532,109 for Fiscal Year 2019-20; and
- Authorize the Mayor to execute the agreement on behalf of the City and make minor modifications as appropriate thereto

## **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Amend No 3 County of Orange FSU 2019-20	4/9/2019	Backup Material	Amend_No_3_County_of_Orange_FSU_2019-20.pdf



## ORANGE COUNTY SHERIFF'S DEPARTMENT

SHERIFF-CORONER DON BARNES

March 27, 2019

Garden Grove Police Department  
Attn: Lieutenant William Allison /Investigations Commander  
11301 Acacia Parkway  
Garden Grove, CA 92840-5310

Re: FY 2019-20 Third Amendment to Five-Year Agreement with the County of Orange

Dear Lieutenant Allison:

Enclosed are (3) three original sets of the Third Amendment to the Five-Year Agreement between the City of Garden Grove and the County of Orange, Sheriff-Coroner, to provide enhanced crime scene investigation and identification services.

The Amendment total cost is \$532,109 for the period of July 1, 2019 through June 30, 2020.

After you obtain the necessary signatures on each of the (3) three original Amendments, please return all (3) three signed Amendments to:

Orange County Sheriff's Department  
320 N. Flower, Santa Ana, CA 92703  
Attn: Luz Lopez / Financial Administrative Services – Law Enforcement Contracts.

If you have any questions, you may contact Luz Lopez, Contract Analyst at (714) 834-6025 or myself at (714) 834-6686.

A handwritten signature in blue ink, appearing to read "Lynn Yamada".

Lynn Yamada, Contract Manager  
Law Enforcement Contracts

cc: Todd Elgin, Chief of Police, GGPD  
Director Bruce Houlihan, Crime Lab OCSD  
Kim Brown, Assistant Director Crime Lab OCSD

**THIRD AMENDMENT TO AGREEMENT  
BETWEEN THE  
CITY OF GARDEN GROVE  
AND THE  
COUNTY OF ORANGE**

**THIS THIRD AMENDMENT TO AGREEMENT** is entered into this Twentieth day of May 2019, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2019, that certain Agreement between the parties commencing on July 1, 2016, hereinafter referred to as "Agreement".

1. For the period of July 1, 2019 through June 30, 2020, Subsection E-2 of the Agreement is amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY, for the period July 1, 2019 through June 30, 2020 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Personnel Costs:</b>	
• One (1) Lead Forensic Specialist	\$ 164,985
• One (1) Forensic Scientist III	\$ 221,333
• One (1) Forensic Specialist	\$ 135,012
• Aggregate Overtime	\$ 10,779
<b>TOTAL COST</b>	<b><u>\$ 532,109"</u></b>

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2. For the period July 1, 2019 to June 30, 2020, Subsection E-7 of the Agreement is amended to read as follows:

"E-7. At the time this Amendment is executed, there are unresolved issues pertaining to potential increases or decreases in salaries and benefits for COUNTY employees. The cost of such potential increases or decreases are not included in the Fiscal Year 2019-20 costs set forth in Subsection E-2 of this Agreement. If COUNTY incurs or becomes obligated to pay for any such increases for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, CITY shall pay COUNTY, in addition to the cost of service set forth in Subsection E-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2019, and CITY's cost of service hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2019 and June 30, 2020 remaining after COUNTY notifies CITY that increases are payable.

In the event that salaries and benefits costs for COUNTY employees decrease for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall notify CITY of decreased cost and bill accordingly."

3. All other provisions of the Agreement to the extent that they are not in conflict with this THIRD AMENDMENT TO AGREEMENT, remain unchanged.

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