



AGENDA

Garden Grove City
Council

Tuesday, June 11, 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

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 Bill Catlin and Elvira Ramirez as the 2019 Strawberry Ball King and Queen and Senior Volunteer Man and Woman of the Year.
- 1.b. Upcoming July 4th Public Safety update as presented by the Fire and Police Departments.

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 honoring Bill Catlin and Elvira Ramirez as the 2019 Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year. *(Action Item)*
- 3.b. Adoption of a Proclamation declaring June 20, 2019, as World Refugee Day. *(Action Item)*
- 3.c. Adoption of a Resolution approving the Memorandum of Understanding with the Orange County Employee's Association, Garden Grove Chapter. *(Action Item)*
- 3.d. Adoption of a Resolution approving the Memorandum of

Understanding with the Orange County Employee's Association, Garden Grove Employee's League. (*Action Item*)

- 3.e. Adoption of a Resolution approving a grant application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program. (*Action Item*)
- 3.f. Acceptance of Project No. 7658 - Gym Floor Replacement, Garden Grove Sports Recreation Center, at 13641 Deodara Avenue, Garden Grove, as complete. (*Action Item*)
- 3.g. Adoption of a Resolution approving the Garden Grove Tourism Improvement District Advisory Board's 2019-20 Annual Report, Declaration of Intention to levy assessments for Fiscal Year 2019-20, and setting the time and date to conduct a Public Hearing on the proposed assessment. (*Action Item*)
- 3.h. Approval of an agreement with Siemens Industry, Inc., to perform an investment grade energy audit on water production facilities. (Cost: \$70,000) (*Action Item*)
- 3.i. Authorize an increase to a purchase order with Office Depot, and approval to utilize the contract established by Oakland County Michigan via the America Saves Program for the purchase of office supplies. (Cost: \$90,000 per year) (*Action Item*)
- 3.j. Approval of a Cooperative Agreement with the City of Orange for the rehabilitation of Lewis Street from Garden Grove Boulevard to Chapman Avenue. (Cost: \$166,555.80) (*Action Item*)
- 3.k. Award a contract to Davey Resource Group, Inc., to provide urban and community forestry consulting services for the Urban Forest Management Plan (UFMP) Project. (Cost: \$121,856) (*Action Item*)
- 3.l. Award a contract with California Yellow Cab for the Senior Mobility Program. (Cost: \$210,000) (*Action Item*)
- 3.m. Receive and file minutes from the meetings held on May 28, 2019, and June 4, 2019. (*Action Item*)
- 3.n. Approval of warrants. (*Action Item*)
- 3.o. Approval to waive full reading of Ordinances listed. (*Action Item*)

4. PUBLIC HEARINGS

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

- 4.a. Adoption of Resolutions confirming the annual levy of Fiscal Year 2019-20 assessments for Garden Grove Street Lighting District, Garden Grove Street Lighting District No. 99-1, and Garden Grove Park Maintenance District. (*Action Item*)
- 4.b. Adoption of a Resolution confirming the annual levy of Fiscal Year

2019-20 assessment for the Downtown Assessment District.
(*Action Item*)

5. COMMISSION/COMMITTEE MATTERS

- 5.a. Acknowledgement of the resignation of Dr. Pauline Merry from the Administrative Board of Appeals. (*Action Item*)

6. ITEMS FOR CONSIDERATION

- 6.a. Introduction and first reading of an Ordinance for the Paramedic Tax Override Rate For Fiscal Year 2019-20
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE OF SAID OVERRIDE (*Action Item*)
- 6.b. Approval of a Cooperative Agreement with the Garden Grove Unified School District to establish an enhanced School Resource Officer partnership program. (*Action Item*)
- 6.c. Award a contract to West Yost Associates for professional engineering services to prepare the 2019 Water Master Plan Update. (Cost: \$1,019,287) (*Action Item*)

7. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 7.a. Second reading and adoption of Ordinance No. 2905
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ESTABLISHING A NEPOTISM POLICY FOR BOARDS, COMMITTEES AND COMMISSIONS. (*Action Item*)

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

- 8.a. Discussion on whether to establish a commemorative flag policy as requested by the City Council. (*Action Item*)

9. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, June 25, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday Mayor Pro Tem Klopfenstein

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: 6/11/2019
 honoring Bill Catlin and
 Elvira Ramirez as the 2019
 Strawberry Ball King and
 Queen, and Senior Volunteer
 Man and Woman of the Year.
 (*Action Item*)

Attached is the Resolution recommended for adoption honoring Bill Catlin and Elvira Ramirez, the 2019 Strawberry Ball King and Queen and Senior Volunteer Man and Woman of the Year.

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution	6/5/2019	Resolution	6-11- 19_cc_Strawberry_Ball_King_and_Queen_Resolution.docx

Resolution

Bill Catlin and Elvira Ramirez

2019 Strawberry Ball King and Queen

Senior Volunteer Man and Woman of the Year

- WHEREAS, Bill Catlin and Elvira Ramirez have enhanced the Garden Grove community with their spirit of service; and
- WHEREAS, Eighty-three-year-old Bill Catlin was born in Burbank, California, and has been a resident of Garden Grove for the past 61 years; and
- WHEREAS, As an active volunteer, Bill received the Garden Grove Elks Lodge Citizen of the Year award in 2002, the Garden Grove Chamber of Commerce Man of the Year award in 2007, the Cypress College Americana Awards' Citizen of the Year award in 2014, and the Garden Grove Elks Lodge Morrison award in 2018; and
- WHEREAS, Bill also served as the Garden Grove Elks Lodge Chairman of the Board in 2006 and the Garden Grove Strawberry Festival Association President in 2008; and
- WHEREAS, Seventy-four-year-old Elvira Ramirez was born in Santa Ana, California, and has been a resident of Garden Grove for the past 35 years; and
- WHEREAS, As an active volunteer, Elvira received the Garden Grove Chamber of Commerce Women's Division Silver Spoon award in 2018. She is also a member of the Council on Aging Southern California, Garden Grove Elks Lodge, Garden Grove SeniorServ, and Woman's Civic Club of Garden Grove; and
- WHEREAS, Elvira has dedicated over 2,000 volunteer hours to the H. Louis Lake Senior Center for 13 years, providing exceptional customer service to the Garden Grove senior community; and
- WHEREAS, Bill Catlin and Elvira Ramirez's service to the City and community of Garden Grove goes beyond words, and is further exemplified by their selection as the 2019 Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

NOW, THEREFORE, BE IT RESOLVED, that the City of Garden Grove does hereby commend the achievements of Bill Catlin and Elvira Ramirez as the 2019 Strawberry Ball King and Queen, and Senior Volunteer Man and Woman of the Year.

June 11, 2019

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation declaring June 20, 2019, as World Refugee Day. (*Action Item*) Date: 6/11/2019

Attached is a Proclamation declaring June 20, 2019, as World Refugee Day recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	6/4/2019	Proclamation	5-28-19_Proclamation.World_Refugee_Day.2019.pdf

PROCLAMATION

HONORING WORLD REFUGEE DAY 2019

WHEREAS, on December 4, 2000, the United Nations General Assembly adopted a resolution designating June 20 as World Refugee Day;

WHEREAS, World Refugee Day is a global day to commemorate the courage, strength, and determination of the women, men, and children who are forced to flee their homes under the threats of conflict, violence, and persecution;

WHEREAS, there are over 65,000,000 displaced people worldwide, the highest levels ever recorded;

WHEREAS, children account for over 50 percent of the refugee population in the world, millions of whom are unable to access basic services including education;

WHEREAS, on this day the United Nations Refugee Agency and civic groups around the world host events in order to draw attention to the millions of refugees and displaced persons worldwide;

WHEREAS, on World Refugee Day we recognize not only the challenges and uncertainty refugees face, but also their will to survive and rebuild their lives. Refugees have made invaluable contributions, expanding our worldviews and enriching our communities with their diverse traditions, perseverance, ingenuity, and hard-earned wisdom;

WHEREAS, the Refugee Forum of Orange County (RFOC) was formed in 1976 as an umbrella group of organizations such as Access California Services, Cal Optima, World Relief, United Nations Association, Orange County Social Services, Orange County Health Care Agency, American Red Cross, Salvation Army, Heart of Mercy, Uplift Charity, Sabil USA, and individuals who work with refugees to assist with their successful resettlement in Orange County;

WHEREAS, over the last forty years, the rich diversity of refugees in Orange County included Vietnamese, Cambodians, Cham, Iraqis, Afghans, Syrians, Iranians, East Africans, Mexicans, Salvadorians, Cubans, and many other communities that have contributed to Orange County's economic and civic prosperity; and

WHEREAS, refugees are public officials, entrepreneurs, doctors, lawyers, teachers, business owners, our neighbors and contributing citizens.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that June 20, 2019 be, and is hereby, officially recognized as World Refugee Day in the City of Garden Grove.

June 11, 2019

Steven R. Jones, *Mayor*

Stephanie Klopfenstein
Mayor Pro Tem, District 5

George S. Brietigam
Council Member, District 1

John 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:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution approving the Memorandum of Understanding with the Orange County Employee's Association, Garden Grove Chapter. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to adopt a Resolution approving a new three (3) year Memorandum of Understanding (hereinafter "MOU") with the Orange County Employee's Association, Garden Grove Chapter (hereinafter "Union").

BACKGROUND

With City Council's direction, City staff met and conferred with the Union and agreed to an MOU that will expire in three years. This MOU term will be July 1, 2019 to June 30, 2022. The prior MOU expired on June 30, 2018.

DISCUSSION

The City and the Union agreed to the following in Fiscal Year 2019-20:

- 2.5% base salary increase,
- 1% salary increase to Step H of the salary range,
- \$15 per month increase to Bilingual Pay,
- add one (1) hour of comp time for Matron Duties,
- add one (1) day to Bereavement Leave,
- a revision of the Steel-Toed Safety Shoes policy.

In Fiscal Year 2020-21:

- 2.5% base salary increase,
- a \$150 per month increase to the City's cafeteria benefits.

In Fiscal Year 2021-22:

- New 5% Step I at the top of the salary range, and
- a \$100 per month increase to the City's cafeteria benefits.

The final language of this MOU is still being worked out and the document may not be finalized until after the June 11, 2019, Council meeting. In order to not delay implementation of the provisions in the MOU, it is requested that the City Council give the City Manager the authorization to agree to any final language revisions agreed to by the parties. There would not be any financial changes, only language changes.

FINANCIAL IMPACT

The estimated cost for the agreed MOU provisions are approximately \$510,023 for FY 2019-20, \$737,130 for FY 2020-21, and \$727,347 for FY 2021-22.

Future budgets appropriations will be made as appropriate to accommodate these estimated costs.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that approves the Memorandum of Understanding between the Orange County Employee's Association, Garden Grove Chapter and the City.
- Authorize the City Manager to finalize any last minute language changes that may occur between the parties.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	6/6/2019	Resolution	6-11-19_Employee_Association_Resolution_(2).pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING
ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2019-2022
BY AND BETWEEN THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN
GROVE CHAPTER AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2019-2022, by and between The Orange County Employee's Association, Garden Grove Chapter and the City of Garden Grove, and signed by the President on behalf of The Orange County Employee's Association, Garden Grove Chapter, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That the City Manager is authorized to approve language revisions to the Memorandum of Understanding that does not affect compensation or cause financial impacts to the City.
3. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Laura J. Stover
Dept.:	City Manager	Dept.:	Human Resources
Subject:	Adoption of a Resolution approving the Memorandum of Understanding with the Orange County Employee's Association, Garden Grove Employee's League. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to adopt a Resolution to approve a new three (3) year Memorandum of Understanding (hereinafter "MOU") with the Orange County Employee's Association, Garden Grove Employee's League (hereinafter "Union").

BACKGROUND

With City Council's direction, City staff met and conferred with the Union and agreed to a MOU that will expire in three years. This MOU term will be July 1, 2019 to June 30, 2022. The prior MOU expired on June 30, 2018.

DISCUSSION

The City and the Union agreed to the following in Fiscal Year 2019-20:

- 2.5% base salary increase,
- 1% salary increase to Step H of the salary range,
- \$15 per month increase to Bilingual Pay,
- a revision of the Steel-Toed Safety Shoes policy.

In Fiscal Year 2020-21:

- 2.5% base salary increase, and
- a \$150 per month increase to the City's cafeteria benefits.

In Fiscal Year 2021-22:

- New 5% Step I at the top of the salary range, and

- a \$100 per month increase to the City's cafeteria benefits.

The final language of this MOU is still being worked out and the document may not be finalized until after the June 11, 2019, Council meeting. In order to not delay implementation of the provisions in the MOU, it is requested that the City Council give the City Manager the authorization to agree to any final language revisions agreed to by the parties. There would not be any financial changes, only language changes.

FINANCIAL IMPACT

The estimated cost for the agreed MOU provisions are approximately \$236,325 for FY 2019-20, \$362,874 for FY 2020-21, and \$324,351 for FY 2021-22.

Future budgets appropriations will be made as appropriate to accommodate these estimated costs.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution that approves the Memorandum of Understanding between the Orange County Employee's Association, Garden Grove Employee's League and the City.
- Authorize the City Manager to finalize any last minute language changes that may occur between the parties.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	6/6/2019	Resolution	6-11-19_Resolution_for_adoption_for_League_(1).pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE APPROVING THE MEMORANDUM OF UNDERSTANDING
ON SALARIES, WAGES, AND FRINGE BENEFITS FOR THE TERM 2019-2022
BY AND BETWEEN THE ORANGE COUNTY EMPLOYEE'S ASSOCIATION, GARDEN
GROVE EMPLOYEE'S LEAGUE AND THE CITY OF GARDEN GROVE

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

1. That the Memorandum of Understanding on Salaries, Wages, and Fringe Benefits 2019-2022, by and between The Orange County Employee's Association, Garden Grove Employee's League and the City of Garden Grove, and signed by the President on behalf of The Orange County Employee's Association, Garden Grove Employee's League, and the Human Resources Director on behalf of the City of Garden Grove, is hereby approved.
2. That the City Manager is authorized to approve language revisions to the Memorandum of Understanding that does not affect compensation or cause financial impacts to the City.
3. That all prior Resolutions in conflict herewith are hereby repealed so as to avoid all conflict.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Adoption of a Resolution approving a grant application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to adopt a Resolution approving the grant application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program.

BACKGROUND

In June 2018, California voters passed Proposition 68 which authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. More than \$1 billion in Proposition 68 proceeds was allocated to this year's State budget.

The Statewide Park Development and Community Revitalization Program (SPP) is part of Proposition 68 funding, and has a total amount of \$254,942,000 available this budget year for competitive grants. Grant applications are due on August 5, 2019. Cities can apply for a minimum amount of \$200,000, and a maximum amount of \$8.5 million. Additionally, this grant does not require any matching funds.

DISCUSSION

The Community Services Department will be preparing a grant application for the renovation of Woodbury Park. Woodbury Park currently presents the best opportunity for this competitive grant program due to the park acreage per one thousand residents being under half an acre, and the lowest median household income compared to other city parks. The grant requires the applicant to provide this information as project selection criteria that will be used to rank applications.

The first steps to complete the application process require scheduling community workshops and meetings within a half mile radius of the project site. The meetings provide an opportunity for residents to engage in the design of the park. The first Community Workshop was held on Saturday, May 4, 2019, at Woodbury Park, located at 13800 Rosita Place. Additional community outreach efforts included a neighborhood meeting held on May 22, 2019; and participation at the Woodbury Elementary School Open House event on Thursday, June 6, 2019. A second Community Workshop is scheduled for Wednesday, June 12, 2019, at Woodbury Park, and a special Parks, Recreation and Arts Commission meeting will be held on Monday, June 24, 2019, at Woodbury Park.

Additionally, adoption of a Resolution authorizing the City Manager and Community Services Department to submit the grant application is required, and is attached for City Council consideration. Upon adoption of the Resolution, Community Services staff will provide updates on the project.

FINANCIAL IMPACT

Although available funds through the state begin at \$200,000, the total amount requested for the Woodbury Park Redesign application will not be known until the application has been completed in July 2019. It is anticipated the grant request will be approximately \$6 million to \$8 million.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution to approve filing a grant application for the Woodbury Park Redesign through the Statewide Park Development and Community Revitalization Program Grant Funds; and
- Authorize the City Manager and Community Services Director to execute the grant application.

By: Elaine Ma'ae, Community Services Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution	6/5/2019	Resolution	6-11-19_cc_Grant_Prop_68_-_park_development.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE APPLICATION FOR PROPOSITION 68 STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION GRANT PROGRAM

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Garden Grove does hereby resolve, determine, and order as follows:

Section 1. Approve the filing of a grant application for the Woodbury Park Redesign and certifies that said Applicant has or will have available, prior to commencement of work on the project included in this application, the sufficient funds to complete the project.

Section 2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project.

Section 3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.

Section 4. Delegates the authority to the City Manager and Community Services Director to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.

Section 5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Section 6. Will consider promoting inclusion per Public Resources Code §80001(b)(8A-G).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanechez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Acceptance of Project No. 7658 - Gym Floor Replacement, Garden Grove Sports Recreation Center, at 13641 Deodara Avenue, Garden Grove, as complete. (<i>Action Item</i>)	Date:	6/11/2019

OBJECTIVE

For City Council to accept Project No. 7658 - Gym Floor Replacement, Garden Grove Sports Recreation Center, at 13641 Deodara Avenue, Garden Grove as complete; and authorize the City Manager to execute the Notice of Completion of the Public Improvement and the work.

BACKGROUND

On February 26, 2019, the City Council awarded a contract to McWil Sports Surfaces, Inc., in the amount of \$188,050.00, to renovate the existing gymnasium floor in the Garden Grove Sports Recreation Center at 13641 Deodara Avenue. The project consisted of replacing existing composite gymnasium warped floor, painted new game lines and other items as required by the plans and specifications, and other contract documents.

DISCUSSION

The contractor, McWil Sports Surfaces, Inc., has completed the improvements in accordance with the plans, specifications, and other contract documents.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The Project was completed within budget and funded through the Park Fee Fund. The retention payments will be released after recordation of the Notice of Completion.

RECOMMENDATION

It is recommended that the City Council:

- Accept Project No. 7658-Gym Floor Replacement as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Works Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Navin B. Maru
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
NOTICE OF COMPLETION	5/28/2019	Notice	NOC_7658_6-11-19.pdf

RECORDING REQUESTED BY

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**

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

**PROJECT NO. 7658
GYM FLOOR REPLACEMENT AT 13641 DEODARA AVENUE**

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 Astra Builders, Inc., on the 26th day of February 2019, 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 11th day of June, 2019 that the nature of the title to said property of said City of Garden Grove 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. 7658
GYM FLOOR REPLACEMENT AT 13641 DEODARA AVENUE**

ACCEPTANCE OF PROJECT COMPLETION FOR THE GYM FLOOR REPLACEMENT AT 13641
DEODARA AVENUE, PROJECT NO. 7658
June 11, 2019

NAME OF SURETY on
Labor and Material Bond is:

U.S. Specialty Insurance Company
625 The City Drive S., Suite 205
Orange, CA 92868
Tel No. (714) 740-7000

DATED this _____ day of _____ 20__

CITY OF GARDEN GROVE

By _____
City Manager of the City of
Garden Grove

ATTEST:

City Clerk of the City of Garden
Grove

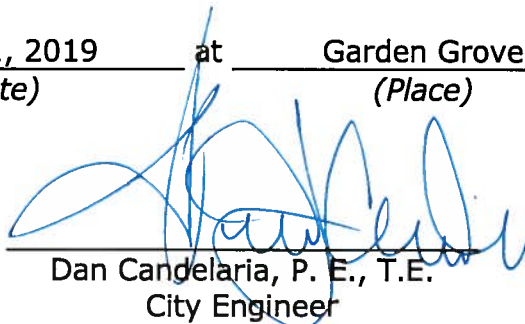
STATE OF CALIFORNIA
COUNTY OF ORANGE

I am the City Engineer 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 June 11, 2019 at Garden Grove, California
(Date) (Place)



Dan Candelaria, P. E., T.E.
City Engineer

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution approving the Garden Grove Tourism Improvement District Advisory Board's 2019-20 Annual Report, Declaration of Intention to levy assessments for Fiscal Year 2019-20, and setting the time and date to conduct a Public Hearing on the proposed assessment. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to adopt a Resolution approving the Annual Report of the Garden Grove Tourism Improvement District Advisory Board ("Advisory Board"), declaring intention to levy assessments for Fiscal Year 2019-2020 for the Garden Grove Tourism Improvement District (GGTID) based on the Advisory Board Report and setting a Public Hearing thereon.

BACKGROUND

The GGTID was established by the City Council in accordance with the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") through the adoption of Resolution No. 9009-10 on August 24, 2010, and Ordinance No. 2782 on October 26, 2010.

The purpose of the GGTID is to provide revenue to defray the costs of advertising and marketing efforts designed to increase overnight stays in the GGTID, construction and maintenance of improvements in the GGTID, and other services, activities, and programs that promote and encourage tourism within the GGTID, which benefit the operators of hotels paying assessments through the promotion of scenic, recreational, cultural, and other attractions.

The GGTID includes the hotels along Harbor Boulevard from the boundary within the city of Anaheim to Garden Grove Boulevard. It is divided into two (2) separate benefit zones:

- Tier I includes the hotels north of Lampson Avenue, which are subject to an assessment of up to 2.5% of gross rent charged per room occupancy per night. There are currently nine (9) hotels in Tier I.
- Tier II encompasses those hotels south of Lampson Avenue, which are subject to an assessment of up to 0.5% of gross rent charged per room occupancy per night. There is currently one hotel in Tier II, The Great Wolf Lodge Southern California.

Pursuant to the Law and the Ordinance, the City Council is required to re-levy the assessment annually, based on the recommendations set forth in the annual report of the Advisory Board.

DISCUSSION

Annual Advisory Board Report

In accordance with Ordinance No. 2782, the Board of Directors of the Garden Grove Tourism Promotion Corporation (GGTPC) serves as the Advisory Board. Pursuant to the Ordinance and the Law, the Advisory Board is required to submit an annual report to the City. The annual report is required to include the following:

- Any proposed changes in the boundaries of the GGTID or in any of the benefit zones;
- A description of the improvements and activities to be provided for the upcoming fiscal year;
- An estimate of the cost of providing the improvements and the activities for that fiscal year;
- The recommended method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year;
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and

- The amount of any contributions to be made from sources other than the assessments levied.

The Advisory Board's annual report serves as the basis for the levying of assessments each year.

The Advisory Board has prepared the annual report for Fiscal Year 2019-2020, which contains a proposed budget for use of the anticipated assessment revenues for the year. No changes are proposed (i) to the boundaries of the GGTID, (ii) in the GGTID improvements and activities authorized by Resolution No. 9009-10 and Ordinance No. 2782, or (iii) in the amount of the annual assessment or the method and basis for the levying the assessment.

The Advisory Board is recommending that the annual assessments for Fiscal Year 2019-2020 continue to be two and one-half percent (2.5%) of the gross rent charged by the Operator per room occupancy per night for all transient occupancies for each visitor accommodation facility in Tier I and (ii) one-half percent (0.5%) of the gross rent charged by the operator per room occupancy per night for all transient occupancies for each visitor accommodation facility in Tier II.

On February 22, 2011, the City Council approved an agreement with the Anaheim/Orange County Visitor & Convention Bureau ("VCB"), pursuant to which, approximately 80% of the GGTID assessment revenue collected is allocated to the VCB to fund collective tourism marketing efforts or retained by the City for future Harbor Boulevard median improvements and a future transit system.

The remaining (approximately 20%) of the GGTID assessment would be allocated to fund specific improvements along Harbor Boulevard and other tourism promotion activities in Garden Grove in accordance with the budget included in the annual report. These funds are administered by the GGTPC pursuant to an agreement with the GGTPC approved by the City Council on September 27, 2011.

Levying of Assessment for Fiscal Year 2019-2020

State Law requires that each year the City Council adopt a Resolution declaring its intention to levy an annual assessment for the upcoming fiscal year based on the Advisory Board's Annual Report and scheduling a Public Hearing on the proposed assessment. The attached proposed Resolution contains the items required by State Law and sets a Public Hearing on the matter for June 25, 2019. After City Council adoption, the Resolution will be published in a local paper of general circulation at least seven (7) days before the Public Hearing pursuant to the Law.

At the Public Hearing scheduled for June 25, 2019, the City Council may order changes in any of the matters provided in the Advisory Board's Annual Report, including changes in the proposed assessments, the proposed improvements and activities to be funded, and the proposed boundaries of the area. At the conclusion of the Public Hearing, the City Council may adopt a Resolution confirming the annual report as originally filed or as changed by it. The adoption of that Resolution shall constitute the levy of an assessment for the Fiscal Year 2019-2020.

A similar Resolution must be adopted annually by the City Council in order to continue to levy the assessment in the succeeding fiscal years.

FINANCIAL IMPACT

It is not anticipated that the City will incur significant direct costs as a result of this action. It is estimated that the GGTID will produce approximately \$3,204,600 in new annual revenues and \$267,000 in carryover for fiscal year 2019-2020 for local tourism promotion efforts, and most of these funds will be administered by the VCB and the GGTPC. Any actual administrative costs incurred by the City in relation to the GGTID will be reimbursed through assessment revenues, up to a percentage cap of assessments collected.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution approving the Garden Grove Tourism Improvement District Advisory Board Annual Report; declaring its intention to levy assessments for Fiscal Year 2019-2020 for the Garden Grove Tourism Improvement District; and setting June 25, 2019, as the time and place of the Public Hearing thereon and giving notice thereof.

By: Greg Blodgett, Sr. Project Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name

Resolution GGTID FY 2019-20 Advisory Board Report	6/5/2019	Resolution	6-11-19_A_2109_RESO_FOR_GGTID_Setting_a_public_hearing_for_FY_2019-2020.doc
GGTPC 2019-20 Proposed Budget Visit Anaheim 2019-20 proposed budget	6/5/2019	Executive Summary	6-11-19_THE_2019- 2020__GARDEN_GROVE_TOURISM_IMPROVEMENT_DISTRICT_ADVISORY_BOARD_REPORT_FOR_FISCAL_YEAR_2019.pdf
	6/5/2019	Backup Material	6-11-19_2019-2020_-_GGTID_Budget_(2).pdf
	6/5/2019	Backup Material	6-11-19_A_GGTID_2019-2020_WORKING_COPY.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE ANNUAL REPORT OF THE GARDEN GROVE TOURISM
IMPROVEMENT DISTRICT ADVISORY BOARD, DECLARING ITS INTENTION TO LEVY
ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR THE GARDEN GROVE TOURISM
IMPROVEMENT DISTRICT, FIXING THE TIME AND PLACE OF PUBLIC HEARING
THEREON AND GIVING NOTICE THEREOF

WHEREAS, the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code Section 36500 et seq., (the "Law") authorizes cities to establish parking and business improvement areas for the purpose of funding certain improvements and activities, including the promotion of tourism, through assessments upon the businesses that benefit from those improvements and activities and to levy an assessment upon businesses within a parking and business improvement area, which is in addition to any assessments, fees, charges, or taxes imposed in the City;

WHEREAS, the Garden Grove Tourism Improvement District (GGTID) was established October 26, 2010, by City Council adoption of Ordinance No. 2782; and

WHEREAS, in accordance with Section 36533 of the Law, the GGTID Advisory Board has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report for fiscal year 2019-2020 in connection with the proposed levy of an assessment against visitor accommodation facilities within the GGTID for fiscal year 2019-2020 (the "Annual Report").

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, DETERMINES, AND FINDS AS FOLLOWS:

SECTION 1. The recitals set forth herein are true and correct.

SECTION 2. The City Council has examined and reviewed the Annual Report, and such Annual Report is hereby approved and filed.

SECTION 3. The City Council hereby declares its intention to levy and collect assessments from those visitor accommodation facilities within the boundaries of the Garden Grove Tourism Improvement District ("GGTID") for the 2019-2020 fiscal year, commencing July 1, 2019, and continuing through June 30, 2020.

SECTION 4. The Annual Report is on file with the Garden Grove City Clerk and contains a full and detailed description of the activities to be provided, the boundaries of the area, and proposed assessments to be levied upon the visitor accommodation facilities in the area.

SECTION 5. The boundaries of the GGTID generally include certain real property within that area of Garden Grove fronting, bordering, or near Harbor Boulevard from the City of Anaheim to Garden Grove Boulevard. The GGTID is divided into two (2) separate zones: (i) Tier I, which includes that real property within the GGTID north of Lampson Avenue, and (ii) Tier II, which includes that real property within the GGTID south of Lampson Avenue. A map showing the precise area and boundaries of the GGTID and the two benefit zones is on file with the Garden Grove City Clerk.

SECTION 6. The types of improvements and activities to be funded by the levy of assessments on visitor accommodation facilities within the GGTID are GGTID and Anaheim/Orange County Visitor and Convention Bureau ("VCB") tourism and marketing programs to promote the area and benefitted visitor accommodation facilities as a tourism destination; GGTID and VCB administrative oversight; physical improvements and maintenance along the right-of-way, median, and sidewalks adjacent to the benefitted visitor accommodation facilities; and other projects, programs, and activities that benefit the visitor accommodation facilities located and operating within the GGTID.

SECTION 7. The time and place for a Public Hearing on the levy of assessments for the GGTID is hereby set for June 25, 2019 at 6:30 p.m., or as soon thereafter as practicable, at the Garden Grove Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

SECTION 8. The City Clerk is hereby directed to give proper notice of the above-described public meeting and Public Hearing in accordance with law.

SECTION 9. At the Public Hearing, the testimony of all interested persons for or against the levying of assessments on the visitor accommodation facilities in the GGTID for fiscal year 2019-2020, the extent of the GGTID, or the furnishing of specified types of improvements or activities will be heard. A protest may be made orally or in writing by any interested person. Any protest pertaining to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made. To count in the majority protest against the GGTID, a protest must be written. A written protest may be withdrawn in writing at any time before the conclusion of the Public Hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business and its address. If the person signing the protest is not shown on the official records of the City of Garden Grove as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. If the owner of the business is a corporation, LLC, partnership or other legal entity, the authorized representative for the entity shall be authorized to sign the protest. Written protests must be received by the City Clerk of the City of Garden Grove before the close of the Public Hearing scheduled herein and may be mailed to the City Clerk, City of Garden Grove, P.O. Box 3070, Garden Grove, California 92842,

or delivered in person to the City Clerk at 11222 Acacia Parkway, Garden Grove, California 92840.

SECTION 10. Pursuant to California Streets and Highways Code Section 36525, if at the conclusion of the Public Hearing, there are of record, valid written protests by the owners of the businesses within the GGTID that will pay fifty percent (50%) or more of the total assessments of the entire GGTID, no assessment will be levied for fiscal year 2019-2020. In order to determine the projected assessments for purposes of establishing voting percentages, the City shall make projections based on the prior three-year average of gross rental revenues for the applicable visitor accommodation facilities. Since such information is proprietary, the City, alone, will determine the total percentage protest and provide such percentage at the Public Hearing.

SECTION 11. This Resolution is effective upon its adoption.

GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT FOR FISCAL YEAR 2019-2020

The Garden Grove Tourism Improvement District (GGTID) was established by the Garden Grove City Council in accordance with the Parking and Business Improvement Area Law of 1989, California Streets and Highways Code section 36500 et seq., (the "Law") through the adoption of Resolution No. 9009-10 on August 24, 2010, and Ordinance No. 2782 on October 26, 2010.

The purpose of the GGTID is to provide revenue to defray the costs of advertising and marketing efforts designed to increase overnight stays in the GGTID, for construction and maintenance of improvements in the GGTID, and to provide other services, activities, and programs that promote and encourage tourism within the GGTID, which will benefit the Operators of Visitor Accommodation Facilities paying assessments through the promotion of scenic, recreational, cultural, and other attractions.

Pursuant to Ordinance No. 2782, the Board of Directors of the Garden Grove Tourism Promotion Corporation, a California non-profit mutual benefit corporation, serves as the GGTID Advisory Board. In accordance with Ordinance No. 2782 and California Streets and Highways Code Section 36533, the Advisory Board is required to annually prepare and submit to the City, a report for the upcoming fiscal year, which is required to contain the following:

1. Any proposed changes in the boundaries of the GGTID or the benefit zones within the GGTID.
2. The GGTID improvements and activities to be provided in the upcoming fiscal year from GGTID assessment revenues and/or any other contributions from sources other than GGTID assessment revenues.
3. An estimate of the cost of providing the GGTID improvements and the activities for the upcoming fiscal year.
4. The method and basis of levying the assessment in sufficient detail to allow each Visitor Accommodation Facility to

estimate the amount of the assessment to be levied against the Visitor Accommodation Facility for the fiscal year, and any proposed changes to the method and basis of levying the assessment.

5. The amount of any surplus or deficit revenues to be carried over from the previous fiscal year.
6. The amount of any contributions to the GGTID to be made from sources other than assessments levied against the Visitor Accommodation Facilities.

1. CHANGES TO BOUNDARIES

The boundaries of the GGTID generally include certain real property within that area of Garden Grove fronting, bordering, or near Harbor Boulevard from the City of Anaheim to Garden Grove Boulevard. The GGTID is divided into two (2) separate zones: (i) Tier I, which includes that real property within the GGTID north of Lampson Avenue, and (ii) Tier II, which includes that real property within the GGTID south of Lampson Avenue. A map showing the precise area and boundaries of the GGTID and the two benefit zones is on file with the Garden Grove City Clerk.

No changes to boundaries of the GGTID are proposed.

2. IMPROVEMENTS & ACTIVITIES

- Marketing through our partnerships with both Visit Anaheim, and Orange County Visitors Association (OCVA) we developed targeted initiatives to promote and marketing Garden Grove area as the premier Southern California leisure destination and strengthen its competitive positioning within the consumer and travel trade sectors. These programs are designed to be an extension of our partners' sales efforts. The programs offer a unique platform to promote the new hotel inventory, current and remodeled hotels and additions in dining, entertainment, and transportation infrastructure.
- On June 2-4th the GGTID was a sponsor of US Travel Association's

2019 IPW conference. IPW is the leading international inbound travel trade show which drives over \$4.7 billion in future travel to the United States. IPW is national showcases of America, where US travel exhibitors connect with travel buyers and media from more than 70 countries to promote their product, negotiate future business and build relationships.

- GGTID also sponsored the US Travel's IPW 2019 Press Conference Event, which was held at the Grand Plaza Event held in Anaheim on June 2nd 2019.
- Sidewalks, landscaping, bus shelters and palm tree lighting maintenance along the Harbor Boulevard from Harbor and Chapman to Garden Grove Boulevard .
- Providing private security to enhance security for the Grove District.
- Sponsorship of the 2018 Tourism Cares event sponsored by the Garden Grove Tourism Improvement District (GGTID), where local non-profits were honored for being outstanding and dedicated community partners, who had committed their time and effort to improve the quality-of-life in Garden Grove and Orange County. Organizations included the Boys and Girls Clubs of Garden Grove, the Garden Grove Community Foundation, Helping Others Prepare for Eternity (H.O.P.E.), and the Orange County Food Bank, a division of Community Action Partnership of Orange County.

3. ESTIMATED COST OF IMPROVEMENTS & ACTIVITIES

The attached Budgets show the estimated assessment revenues and costs for the GGTID for FY 2019-2020.

Pursuant to an agreement between the City of Garden Grove and the VCB entered into on or about February 22, 2011, approximately eighty percent (80%) of the net GGTID assessment revenues (i.e., 2.0% of the total 2.5% assessment in Tier I and 0.4% of the total

0.5% assessment in Tier II), will be allocated to the VCB to administer and use for marketing and promotion of tourism and conventions benefitting the Visitor Accommodation Facilities as part of the "Anaheim Resort District." However, the City of Garden Grove will retain \$7,500 per month from this allocation (for a total of \$90,000 in FY 2019-2020) for the purpose of funding future median improvements along Harbor Boulevard within the GGTID. For FY 2019-2020, the City is retaining one half of one percent (0.5%) of gross rent charged for per room night occupied for transit or transportation system benefitting the GGTID. The first Budget shows the estimated GGTID assessment revenues to be allocated to the VSB in Fiscal Year 2019-2020 and the estimated costs of those categories of improvements and activities to be funded by this portion of the GGTID assessment revenues.

The remaining approximately twenty percent (20%) of the net GGTID assessment revenues will be allocated to improvements and activities within and to benefit, the GGTID other than those provided by the VCB. These funds are administered by the Garden Grove Tourism Promotion Corporation pursuant to an agreement with the City. The second Budget shows this portion of the estimated GGTID assessment revenues for Fiscal Year 2019-2020 and the estimated costs of those categories of improvements and activities to be funded by this portion of the GGTID assessment revenues and any surplus assessment revenues carried over from Fiscal Year 2018-2019 .

4. METHOD AND BASIS FOR LEVYING THE ASSESSMENT

No change in the amount of the annual assessment for Fiscal Year 2019-2020 or the method and basis for the levying the assessment is proposed.

It is recommended that the annual assessments for FY 2019-2020 continue to be two and one-half percent (2.5%) of the gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier I and (ii) one-half percent (0.5%) of the gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies for each Visitor Accommodation Facility in Tier II.

In accordance with Ordinance No. 2782, the assessments shall be

collected monthly, based on the applicable percentage of the amount of gross rent charged by the Operator per room Occupancy per night for all Transient Occupancies in the prior calendar month, in the same manner, and at the same frequency, as the City's Hotel Visitors Tax imposed pursuant to Chapter 12 of Title 3 of the Garden Grove Municipal Code.

5. PRIOR YEAR SURPLUS OR DEFICIT TO BE CARRIED OVER

It is estimated that there will be approximately \$267,000 in surplus assessment revenues from Fiscal Year 2019-2019. It is recommended that these surplus assessment revenues be carried over to fiscal year 2019-2020 to fund the costs of the anticipated GGTID improvements and activities to be provided in Fiscal Year 2019-2020, as more specifically delineated in the attached Budgets.

6. OTHER CONTRIBUTIONS

No contributions to the GGTID from sources other than the assessments levies are anticipated in Fiscal Year 2019-2020.

Garden Grove .5% TIDDraft Budget Summary Budget A

2019-2020 GGTID Budget		
GGTPC Fund 534-2602	<u>%</u>	
2019-2020 Estimated Revenue		640,920.00
Budget Carry Over from 2018-2019		267,000.00
Total Revenue 2019-2020		907,920.00
Expenses:		
Advertising & Marketing	6%	54,475.20
Parking Upgrades, Improvements	6%	54,475.20
Economic Development	18%	163,425.60
Sponsorships	23%	208,821.60
Private Security	28%	254,217.60
Harbor Boulevard maintenance/utilities/repairs	9%	81,712.80
Related studies/consultants	5%	45,396.00
City Admin Fees (per Agreement)	3%	27,237.60
Administrative/Accounting/Auditing (per Agreement)	2%	18,158.40
Total	100%	907,920.00

**Anaheim VCB
Garden Grove TID Budget
2019-2020**



Statement of Expense Summary - Marketing		Statement of Expense Summary - Convention Sales	
Budget Highlights - Marketing		Budget Highlights - Convention Sales	
Brand Advertising	\$ 50,000	Solicitation, Travel, Promotions	\$ 125,000
Industry Partnerships	\$ 58,000	Client Events	\$ 155,000
Research	\$ 16,000	Sports Anaheim Development	\$ 40,000
Collateral (Sales Tools)	\$ 11,000	Exhibits Attend	\$ 55,000
Exhibiting	\$ 12,000	Restricted Reserves to Host Industry Events	\$ 250,000
Promotion & Travel	\$ 42,000	Subsidy to offset costs for groups	\$ 300,000
Web Development - Technology	\$ 35,000	Meeting Sales Manager, Eastern Region	X
Co-Op Promotions	\$ 25,000	Meeting Sales Manager, Midwest	X
Content Director	X	Sports Development Manager	X
Social Media Specialist	X		
Salaries & Related Costs	\$ 275,506	Salaries & Related Costs	\$ 502,768
Total Marketing Expense	\$ 524,506	Total Convention Sales Expense	\$ 1,427,768
Total GGTID	\$ 1,952,274	Total Expense	\$ 1,952,274

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of an agreement with Siemens Industry, Inc., to perform an investment grade energy audit on water production facilities. (Cost: \$70,000) (<i>Action Item</i>)	Date:	6/11/2019

OBJECTIVE

For the City Council to approve an agreement with Siemens Industry Inc., to perform an investment grade energy audit on various water production facilities.

BACKGROUND

In the fall of 2017, the Public Works Facilities Division secured Siemens Industry Inc., through a Request For Qualifications process, to perform an Investment Grade Audit (IGA) on City facilities. The Water Division is piggybacking on the qualification process to use this vendor. The audit will evaluate opportunities to reduce utility and operating costs and include the feasibility for the use of alternative sources of energy. Siemens will propose budget-neutral facility modernization project(s).

The goal for the Water Division is to make needed improvements to facilities, with a zero-budget impact, through Siemens performance contracting. Ideally, a modernization project would consist of a variety of facility improvement measures impacting interior and exterior lighting, solar paneling, heating, ventilation, and air conditioning systems and controls.

DISCUSSION

There is a cost associated with a comprehensive IGA. However, if the Water Division approves [any](#) of the projects that may be proposed as a result of the IGA, the cost of the IGA will be built into the total project(s) costs, which will be offset by total energy cost savings over the term of the project. Moreover, Siemens will provide a written guarantee of the projected utility savings and reduced operating costs.

The Water Division staff has selected Siemens to perform an IGA on various water

production facilities, as well as develop budget-neutral facility modernization project(s). Should the Water Division decide not to move forward with the proposed modernization project(s), it will be responsible for the cost of the investment grade audit.

IGA performed by Siemens Industry Inc. \$70,000

FINANCIAL IMPACT

The financial impact is \$70,000 to the Water Division operating budget and funds are available in the current FY 2018-19 budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve an agreement with Siemens Industry, Inc., in the amount of \$70,000, to perform an investment grade energy audit on various water production facilities; and
- Authorize the City Manager to execute the agreement on behalf of the City including any minor modifications as needed.

By: Robert Bermudez, Water Production Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Professional Services Agreement	6/6/2019	Agreement	Siemens_- _Professional_Services_Agreement.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 11th day of June 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and SIEMENS INDUSTRY, INC., a Delaware Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council authorization dated June 11, 2019.
2. CITY desires to utilize the services of CONSULTANT to provide **an investment grade audit (the "Audit") to develop a facility improvement project to improve City's infrastructure and operations efficiencies.**
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:**

This Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.5.

2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the tasks specified in CONSULTANT's Letter of intent, which is attached hereto as Exhibit "A" and incorporated herein by reference. The Letter of Intent ("LOI") and this Agreement do not guarantee any specific amount of work. CONSULTANT warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

3. **CITY'S Responsibilities**

In order to accomplish the Audit, the CITY shall provide CONSULTANT with the following information (if not already provided) and assistance: copies of utility bills (electric, gas, water, etc.) for the past two (2) years; maintenance and operational costs for the systems within the scope of the Audit; budgeted capital and operational expenses for 5 years; a full

set of architectural and engineering drawings as available/requested; audited financial statements for the past three (3) years; a point of contract for the Audit team; and access to all the sites where the Audit is to be performed.

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

3.1 The terms "PPA Proposal", "PCA Proposal", "Criteria" and "Objectives" are defined in the LOI.

3.2 The costs of the Audit are in the amount of \$70,000.00 (the "Audit Fee"). If the PPA Proposal provided by CONSULTANT fails to meet the Criteria, or the PCA Proposal provided by CONSULTANT fails to meet the Objectives, then CONSULTANT shall receive no payment for the Audit.

3.3 If the PPA Proposal meets the Criteria and the PCA Proposal meets the Objectives, but the parties fail to enter into a PCA and a PPA within 30 days of CONSULTANT'S delivery of the PPA and PCA Proposals, then the CITY shall pay CONSULTANT the Audit Fee within thirty (30) days of receipt of CONSULTANT'S invoice.

3.4 Alternatively, if the PPA Proposal meets the Criteria and the PCA Proposal meets the Objectives, and the parties execute a PPA and a PCA, then the Audit Fee will be included in the calculation of the PPA rate under the PPA and the price under the PCA.

3.5 Termination. CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY before the delivery of the PCA and PPA Proposals, the CITY will compensate CONSULTANT for reasonable costs and expenses incurred to date not to exceed the Audit Fee. CONSULTANT is required to present evidence to support such costs and expenses. If the Agreement is terminated by CONSULTANT, then CONSULTANT shall not be entitled to any compensation for its work under this Agreement.

4. **Insurance Requirements**

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

4.2 Workers Compensation Insurance. For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
- b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Professional liability in an amount not less than \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the Agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, CONSULTANT shall obtain continuing insurance coverage for the prior acts or omissions of CONSULTANT during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

4.4 An Additional Insured Endorsement, ongoing and completed operations, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.

6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.

7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY and shall obtain no rights to any benefits which accrue to CITY'S employees.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.

10. **Ownership of Work Product.** All reports and other documents that are specifically prepared by CONSULTANT under this Agreement (the "Deliverables") shall become the CITY'S property upon the CITY'S execution of the PCA and PPA documents or upon the CITY'S payment of the Audit Fee whichever is earlier. Any reuse of the Deliverables for other projects, or use other than by the CITY will be at the CITY'S or such user's sole risk and without liability to SIEMENS.

11. **Intellectual Property.** Notwithstanding the foregoing, the CITY shall not, by virtue of this Agreement, acquire any ownership interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual proprietary rights, or similar items of property which are owned by CONSULTANT, any of CONSULTANT'S subcontractors, or by any of CONSULTANT'S sub-consultants, whether or not they are used in connection with the work provided under this Agreement.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

Address of CONSULTANT is as follows:

Siemens Industry, Inc.
Smart Infrastructure 6141 Katella Avenue
Cypress, CA 90630
Attn: Ernest Kim

Address of CITY is as follows (with a copy to):
Scott C. Stiles City Manager
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

City Attorney
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840

14. **CONSULTANT' S Proposal.** This Agreement shall include CONSULTANT'S LOI, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the LOI and this Agreement, this Agreement shall govern.

15. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits and licenses as may be required by this Agreement.

16. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. **Time of Essence.** Time is of the essence in the performance of this Agreement.

18. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. CITY will deal directly with and will make all payments to CONSULTANT.

19. **Authority to Execute.** The persons executing this Agreement on behalf of the

parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

20. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, to the extent caused by the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement.

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

21. ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL EITHER CITY OR CONSULTANT BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE, OR LOST PROFITS, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, CONSULTANT'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY DELIVERABLES FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FROM CITY UNDER THIS AGREEMENT, PROVIDED, HOWEVER THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO CONSULTANT'S OBLIGATIONS TO DEFEND AND INDEMNIFY CITY FOR PERSONAL INJURY, WRONGFUL DEATH OR DAMAGE TO TANGIBLE PROPERTY.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.

23. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.

24. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court or in the federal district court for the Central District of California.

25. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

26. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all

remaining provisions shall remain enforceable.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager Dated

ATTEST:

"CONSULTANT"
SIEMENS INDUSTRY, INC.

City Clerk Dated

By: *Russell DeNapoli*
Title: Service FBA
Date: 6/5/19

Tax I.D.: 13-2762488

APPROVED AS TO FORM:

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

City Attorney

Date: _____

Digitally signed by the City of Garden Grove, CA, on 2019.06.05 15:43:29 -0700
Approved By: _____
NAME: *Noe G. Bermudez*
TITLE: Noe G. Bermudez
DATE: Assistant Secretary



EXHIBIT A

TO BE PRINTED ON THE CITY'S LETTERHEAD

June 11, 2019
Siemens Industry, Inc.
Smart Infrastructure
Attention: Ernest Kim
6141 Katella Ave.
Cypress, CA 90630

Re: Letter of Intent and Approval To Proceed with Investment Grade Audit

Dear Mr. Kim,

This document is to serve as a Letter of Intent (the "LOI") between Siemens Industry, Inc. ("Siemens") and the City of Garden Grove (the "City"). The City intends to implement a project to improve its infrastructure and its operational efficiencies (the "Project"). The Project will be comprised of a variety of facility improvement measures ("FIMs") to be assessed through an investment grade audit (the "Audit").

The Audit will include the FIMs listed in the Table below at the locations listed in the Table

FIM	Location
Interior/ Exterior Lighting	All Reservoirs and Wells 27, 19, 25, 26, 29,30
Package Unit Replacement	Trask Reservoir, West Garden Grove Reservoir, Well 30, West Haven
Siemens Controls	Trask Reservoir, West Haven Reservoir, West Garden Grove Reservoir, Well 27, 30
Roof Mount Solar	Lampson Reservoir
Battery Storage	Lampson Reservoir
Pumps/Motors	Lampson, Trask, West Haven

The Audit will evaluate opportunities to reduce utility and operating costs, procure energy at lower costs and use alternative sources of energy. The following systems will be evaluated: HVAC, Building Controls, Lighting, Pumps/Motors, Solar at Lampson sites and Battery Storage. Siemens has performed a Preliminary Feasibility Study and has determined that the potential cost savings, including operating and utility cost reduction, are in the amount of \$ **100,000.00** per year +/- **20.00%**.

The City and Siemens will cooperate to finalize the technical, contractual and financial components of the Project, and the City will pursue financing, possibly with assistance from Siemens.

Siemens and the City jointly commit to provide the necessary resources and information in order to meet the following Project development schedule:

Milestone	Target Completion Date
30% Meeting (SOW Review)	July 3, 2019
60% Meeting (M&V Review)	August 1, 2019
90% Meeting (IGA Presentation)	August 29, 2019
Board Workshop (Optional)	September 3, 2019
Board Approval	September 24, 2019
Execution of Agreement	September 26, 2019

Siemens' ability to achieve the schedule set forth above is dependent on the City promptly providing to Siemens all of the information described in this LOI.

As set forth above, the FIMs that will be assessed during the Audit include a solar photovoltaic and battery storage system (collectively, the "System") at the Lampson sites. With regard to the System, the City has not yet determined whether it wishes to: (i) enter into a Power Purchase Agreement ("PPA") whereby Siemens will own the System, and where the City will be obligated to purchase all the power generated by the System; or (ii) enter into performance contracting agreement ("PCA") whereby the

City will own all the new equipment to implement the FIMs, including the System. This LOI describes the deliverables, and the payment terms of the Siemens’ Audit costs in the event the City chooses to contract for the System under a PPA and the rest of the FIMs within the scope of the Audit under a PCA. If the City chooses to contract with Siemens for all the FIMs, including but not limited to the System, under a PCA, the parties will enter into an amendment to the Professional Services Agreement an this LOI to reflect this arrangement. The City shall advise Siemens in writing, no later than within 60 days of the execution of this LOI, of the option that it chooses.

The PPA Proposal

The scope of the Audit will include a detailed energy and site study necessary to provide the City with a proposal for a PPA that will include details for the design, engineering and installation of the System at the Lampson sites (the “PPA Proposal”). Within 30 days of the City advising Siemens that it is choosing to contract for the Systems under a PPA, Siemens will submit a PPA Proposal that will meet the following criteria (the “Criteria”):

- 1. The PPA rate shall be within \$0.14/kWh +/- 15% for solar only OR \$0,16kWh+/-15% for solar and battery storage.
- 2. The total Project term for the PPA shall be 20 years.
- 3. The total system size of 380 kW +/- 30%

The PCA Proposal

With regard to the FIMs other than the System, the purpose of the Audit will be to evaluate the feasibility of meeting the following Project objectives (the “Objectives”);

- a. The total Project costs, including financing costs, shall not exceed \$3,000,000.
- b. The total Project costs, including financing, shall be offset by the total cost savings, including operating and utility savings, over a period not to exceed 17 years;
- c. Siemens will provide a written guarantee of the Project’s utility savings and reduced operational costs.

Siemens will use the Audit as the basis for a draft of a PCA (the “PCA Proposal”) and will submit the PCA Proposal to the City together with the PPA Proposal described above.

On behalf of the City, this Letter of Intent is approved as of the date above.

Sincerely,

Signed

Print Name

Title

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C.Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Authorize an increase to a purchase order with Office Depot, and approval to utilize the contract established by Oakland County Michigan via the America Saves Program for the purchase of office supplies. (Cost: \$90,000 per year) (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

To secure City Council authorization to increase the current purchase order amount with Office Depot, Inc. and approve the continued use of the competitive contract established by Oakland County Michigan via the America Saves Program for the purchase of office supplies.

BACKGROUND

Prior to using Office Depot, Inc., the City purchased office supplies from OfficeMax until their merger with Office Depot. The City has been piggybacking onto the competitive contract #005489 with Oakland County Michigan via the America Saves Program since September 24, 2018, for purchasing office supplies (see attached). The piggybacking process streamlines the purchasing process and saves time and other resources necessary for doing our own solicitation. Utilizing the contract also offers the City an annual spend rebate of one to four percent. The contract effective date was September 24, 2018, and is due to expire on September 30, 2021.

DISCUSSION

The City currently has a purchase order with Office Depot. Inc., for the purchase of office supplies that is used by all City departments via a web portal that has been customized for the City. It is also in the City's best interest to purchase per the attached Oakland County Michigan contract as this contract includes a discount for the most frequently purchased items. The average annual purchases of office supplies City wide for the past three years is approximately \$90,000, therefore

purchases will exceed the current purchase order amount of \$50,000. City Council approval is required to increase the purchase order amount to \$90,000.

FINANCIAL IMPACT

There is no additional impact to the general fund. Funds for the purchase of office supplies have been budgeted in the current fiscal year 2018-19 budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize an increase to the current purchase order with Office Depot from \$50,000 to \$90,000 per year;
- Approve the continued use of the Oakland County Michigan contract through September 30, 2021, and approve any future extensions of the contract; and
- Authorize the City Manager or his designee to sign the purchase order and make any modifications as needed on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Oakland County Michigan Contract	6/5/2019	Backup Material	Oakland_County_Supply_Contract_#005489_Expires_9_30_21.pdf



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Buyer: SNG

CONTRACT NUMBER: 005489

Event # 004296

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$2,500,000.00		Effective Date: 9/24/2018	Expiration Date: 9/30/2021
Contract Description:	Office Supplies - COOP - P		
Contractor Information:		Contractor Administrator:	
Susan Cummings Office Depot, Inc. 6600 North Military Trail Boca Raton, FL 33496 susan.cummings@officedepot.com Vendor No: 5836			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Scott Guzzy Oakland County 2100 Pontiac Lake Rd., Bldg. 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com			

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: 



FOR THE COUNTY:

SIGN: 

Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

cmk

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Contractor Provided Insurance
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.

- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.
- 1.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:
- Exhibits (Applicable if Checked)**
- 1.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☒ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☐ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☒ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. **"County Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and in that capacity.

- 1.11. **"County Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: personally identifiable information (PII) as defined in Exhibit III. County Data includes Confidential Information as defined in this Contract.
- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: <https://e-verify.uscis.gov/enroll>.
- 1.18. **"Intellectual Property"** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **"Purchasing"** means the Purchasing Unit of the Oakland County Compliance Office.

§2. CONTRACT TERM AND RENEWAL

- 2.1. **Contract Term.** This Contract will be effective for a period of three (3) years from the Effective Date (the "Initial Term") and thereafter the Contract may be renewed in writing by mutual agreement for subsequent two (2) year periods (each a "Renewal Term").
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.
- 2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

- 3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.
- 3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.
- 3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.
- 3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.
- 3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment

shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.

- 3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.
- 3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

- 4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:
- 4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon written notice to Contractor, if any of the following occur: (a) Contractor, Executive Vice President of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense; or (b) if any third-party funding for this Contract is reduced or terminated.
- 4.1.2. **Termination for Convenience.** Either Party may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' written notice to the other Party, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the notice.
- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon ninety (90) Days' written notice to the County, if the County breaches any duty or obligation contained herein and within such notice period has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the notice to the County.

- 4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall either Party be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit the other Party may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.
- 4.4. **Contractor's Obligations Upon Termination.** If the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor or Contractor Employees (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.
- 4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.
- §5. **SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS**
- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, or any Amendments to this Contract.
- 5.2. **Software License(s).** If this Contract includes a Software License(s) as described in Exhibit VI, then the Parties shall follow the terms and conditions therein. Any applicable third-party Software License(s) are also provided in Exhibit VI. Unless specifically agreed to by County, if County Agents are required to accept click through license terms to access any of the

Deliverables in this Contract, the terms and conditions of those click through licenses are without force and effect.

- 5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.
- 5.4. **Payment Obligations.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within ninety (90) Days of Contractor's performance. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact at least ten (10) Days before this event.
- 5.6. **No Obligation for Penalties/Costs/Fines.** Neither Party shall be responsible for any cost, fee, fine, penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by the other Party in connection with or resulting from the performance of this Contract under any circumstances.
- 5.7. Intentionally deleted.
- 5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. **CONTRACTOR'S WARRANTIES AND ASSURANCES**

- 6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

- 6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.
- 6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.
- 6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. Upon request of Contractor, the County shall provide Contractor with a copy of the applicable grant requirements.
- 6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.
- 6.7. **Contractor Employees.**
- 6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.
- 6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.
- 6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.

- 6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract. Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract that requires entering County facilities shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.
- 6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.
- 6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.
- 6.8. **Acknowledgment of Independent Contractor Status.**
- 6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no

event, shall Contractor Employees be deemed employees, agents, volunteers, or subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

- 6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.
- 6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.
- 6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.
- 6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.
- 6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.
- 6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and

throughout the term of this Contract and any permissible extension hereof, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Contractor is headquartered in Florida and complies with the E-Verify Program enacted in the State of Florida.

- 6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.
- 6.12. **Taxes.**
- 6.12.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.
- 6.12.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.
- 6.13. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 6.14. **Warranty for Goods.** County acknowledges that Contractor is not the manufacturer of any of the Products. Other than as expressly set forth in this Contract, any warranty with respect to the Products must come from the manufacturer. Contractor will pass through to County any applicable manufacturer warranties to the extent permissible under applicable law. All Deliverables that are goods shall be subject to the following warranties:
- 6.14.1. **Warranty of Title.** All goods conveyed to the County shall be conveyed and transferred: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.
- 6.15. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may provide a

description of conformance with the above-mentioned specifications by means of a completed Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or another comparable document. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§7. LIABILITY

- 7.1. **Contractor Indemnification.** Contractor shall indemnify, defend, and hold the County harmless from all Claims, incurred by or asserted against the County by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Contractor or Contractor's Employees. The County's right to indemnification is in excess and above any insurance rights/policies required by this Contract.
- 7.2. **No Indemnification from the County.** Contractor shall have no rights against the County for indemnification, contribution, subrogation, or any other right to be reimbursed by the County, except as expressly provided herein.

- §8. CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

§9. INTELLECTUAL PROPERTY

- 9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.
- 9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII.
- 9.3. **Infringement Remedies.** If any of the services or Deliverables supplied by Contractor or Contractor Employees becomes the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its

return by County with appropriate credits to County and reimburse County for any losses or costs incurred as a consequence of County ceasing its use and returning it.

§10. CONFIDENTIAL INFORMATION

- 10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access of Confidential Information to any Contractor Employee or third-party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

- §11. **COUNTY DATA.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

- 11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, transfer, distribute, or otherwise disclose or make available County Data for Contractor's own purposes or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.
- 11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor or Contractor Employees shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor or Contractor Employees or should have been known by exercising reasonable diligence. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply

with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. .

- 11.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for portable devices that encrypt data at rest and are used and kept within the U.S. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 11.4. **Requirements for PCI Data.** If Contractor possesses, stores, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance .
- 11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.
- 11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.
- §12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:
- 12.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind.
- 12.2. **Completion of County Security Questionnaire.** If requested by the County, each year, prior to the anniversary date of this Contract, and upon receipt of the County's security questionnaire, Contractor shall provide the County with the answers to the County's security questionnaire.
- §13. **GENERAL TERMS AND CONDITIONS**
- 13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the

County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

- 13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management or successor.
- 13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities and anything stored thereon in a clean, safe, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.
- 13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor or Contractor Employees. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all costs associated with repairing and/or replacing the damaged property or facilities.
- 13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.
- 13.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law. Contractor shall to the best of its ability promptly notify the County of any determination by any court or administrative agency of illegal discrimination by Contractor.

- 13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all relatives of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all relatives of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract.
- 13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.
- 13.11. **Audit.** The County or an independent auditor hired by the County, with prior written approval of Contractor, which approval shall not be unreasonable withheld, may perform contract audits and shall have the authority to access all non-proprietary and non-confidential pertinent records and data and to interview any relevant Contractor Employee during the term of this Contract and for a period of one year after final payment. County shall bear all of its costs associated with the audit. If any audit discloses an overcharge or an undercharge by Contractor, the party receiving benefit of the mistake shall promptly reimburse the other party. Prior to performing an audit, any independent auditor shall execute a written confidentiality agreement acceptable to Contractor in which auditor agrees to keep in strict confidence and not to use or disclose to any third party any pricing, volume or other information obtained by the auditor in the course of the audit, except to the extent that such a requirement contravenes the Michigan Freedom of Information Act or similar statute, court rule, administrative rule, court order or constitutional or statutory right, duty or obligation of the County. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.
- 13.12. **Assignments/Delegations/Subcontracts.**
- 13.12.1. **Prior Written Consent Required.** Except by operation of law, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor, without

obtaining written consent from County, may subcontract duties under this contract to those subcontractors who are generally involved in the day-to-day business operations of Contractor, including, but not limited to, third-party logistics vendors, delivery carriers, and customer service providers. Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. The County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

- 13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.
- 13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.
- 13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 13.14. **No Third-Party Beneficiaries.** Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.

- 13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1.** Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Contractor Provided Insurance, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security).
- 13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; or (h) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.
- 13.18. **Notices. All notices, requests, demands and other communications under this Contract shall be given in writing and sent to the mailing addresses set forth on page 1 of this Contract.**
- 13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) (a) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (b) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system
- 13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract with a copy to Office of the General Counsel at the same address.

- 13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.
- 13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.
- 13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect.
- 13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.
- 13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.
- 13.25.



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- 13.26. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.



EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Independent Contractors; (f) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.



Supplemental Coverages (Required as Checked)

1. ☐ **Professional Liability/Errors & Omissions Insurance** (Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
2. ☐ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.
3. ☐ **Liquor Legal Liability Insurance** with a limit of \$1,000,000 each occurrence shall be required when liquor is served and/or present.
4. ☐ **Pollution Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate when cleanup & debris removal are part of the services utilized.
5. ☐ **Medical Malpractice Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
6. ☐ **Garage Keepers Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
7. ☐ **Cyber Liability Insurance** with minimum limits of \$1,000,000 per claim and \$1,000,000 aggregate.
8. ☐ **Other Insurance Coverages** as may be dictated by the provided product/service and deemed appropriate by the County Risk Management Department.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

2. 1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County; policies are primary and non-contributory solely to the extent that an indemnity is owed under the contract. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies, with the exception of Worker's Compensation, shall be endorsed to provide a written waiver of subrogation in favor of the County;
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor;
4. Contractors shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property;
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract;
7. Certificates of insurance must be provided no less than ten (10) Business Days prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

**BUSINESS ASSOCIATE AGREEMENT
(Health Insurance Portability and Accountability Act Requirements)**

Exhibit II is a Business Associate Agreement between Contractor ("Business Associate") and the County ("Covered Entity"). This Exhibit is incorporated into the Contract and shall be hereinafter referred to as "Agreement." The purpose of this Agreement is to facilitate compliance with the Privacy and Security Rules and to facilitate compliance with HIPAA and the HITECH Amendment to HIPAA.

- §1. DEFINITIONS.** The following terms have the meanings set forth below for purposes of the Agreement, unless the context clearly indicates another meaning. Terms used but not otherwise defined in this Agreement have the same meaning as those terms in the Privacy Rule.
- 1.1 Business Associate.** "Business Associate" means the Contractor.
- 1.2 CFR.** "CFR" means the Code of Federal Regulations.
- 1.3 Contract.** "Contract" means the document with the Purchasing Contract Number.
- 1.4 Contractor.** "Contractor" means the entity or individual defined in the Contract and listed on the first page of this Contract.
- 1.5 Covered Entity.** "Covered Entity" means the County of Oakland as defined in the Contract.
- 1.6 Designated Record Set.** "Designated Record Set" is defined in 45 CFR 164.501.
- 1.7 Electronic Health Record.** "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.8 HIPAA.** "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.
- 1.9 HITECH Amendment.** "HITECH Amendment" means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.
- 1.10 Individual.** "Individual" is defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in 45 CFR 164.502(g).
- 1.11 Privacy Rule.** "Privacy Rule" means the privacy rule of HIPAA as set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 1.12 Protected Health Information.** "Protected Health Information" or "PHI" is defined in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- 1.13 **Required By Law.** "Required By Law" is defined in 45 CFR 164.103.
- 1.14 **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or his or her designee.
- 1.15 **Security Incident.** "Security Incident" is defined in 45 CFR 164.304.
- 1.16 **Security Rule.** "Security Rule" means the security standards and implementation specifications at 45 CFR part 160 and part 164, subpart C.
- §2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate agrees to perform the obligations and activities described in this Section.
- 2.1 Business Associate understands that pursuant to the HITECH Amendment, it is subject to the HIPAA Privacy and Security Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate shall take all actions necessary to comply with the HIPAA Privacy and Security Rules for business associates as revised by the HITECH Amendment, including, but not limited to, the following: (a) Business Associate shall appoint a HIPAA privacy officer and a HIPAA security officer; (b) Business Associate shall establish policies and procedures to ensure compliance with the Privacy and Security Rules; (c) Business Associate shall train its workforce regarding the Privacy and Security Rules; (d) Business Associate shall enter into a privacy/security agreement with Covered Entity; (e) Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI; (f) Business Associate shall conduct a security risk analysis; and (g) Business Associate shall provide documentation upon request in relation to performance under this section.
- 2.2 Business Associate shall not use or disclose PHI other than as permitted or required by this Agreement or as required by law.
- 2.3 Business Associate shall use appropriate safeguards to prevent use or disclosure of the PHI. Business Associate shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule.
- 2.4 Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of law or this Agreement.
- 2.5 Business Associate shall report to Covered Entity any known Security Incident or any known use or disclosure of PHI not permitted by this Agreement.

- 2.6** Effective September 23, 2009 or the date this Agreement is signed, if later, Business Associate shall do the following in connection with the breach notification requirements of the HITECH Amendment:
- 2.6.1** If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay but no later than ten (10) calendar days after discovery. For this purpose, "discovery" means the first day on which the breach is known to Business Associate or should have been known by exercising reasonable diligence. Business Associate shall be deemed to have knowledge of a breach if the breach is known or should have been known by exercising reasonable diligence, to any person, other than the person committing the breach, who is an employee, officer, subcontractor, or other agent of Business Associate. The notification to Covered Entity shall include the following: (a) identification of each individual whose unsecured PHI has been breached or has reasonably believed to have been breached, and (b) any other available information in Business Associate's possession that the Covered Entity is required to include in the individual notice contemplated by 45 CFR 164.404.
- 2.6.2** Notwithstanding the immediate preceding subsection, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor, or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.3** Where a breach of unsecured PHI involves more than five hundred (500) individuals and was committed by the Business Associate or its employee, officer, subcontractor, or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Business Associate shall prepare the notice and shall provide it to Covered Entity for review and approval at least five (5) calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- 2.6.4** Business Associate shall maintain a log of breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within thirty (30) calendar days following the end of each calendar year, so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408. This requirement shall take effect with respect to breaches occurring on or after September 23, 2009.
- 2.7** Business Associate shall ensure that any agent or subcontractor to whom it provides PHI, received from Covered Entity or created or received by Business Associate on behalf of Covered

Entity, agrees in writing to the same restrictions and conditions that apply to Business Associate with respect to such information. Business Associate shall ensure that any such agent or subcontractor implements reasonable and appropriate safeguards to protect Covered Entity's PHI.

- 2.8 Business Associate shall provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set to Covered Entity or, as directed in writing by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- 2.9 Business Associate shall make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526.
- 2.10 Following receipt of a written request by Covered Entity, Business Associate shall make internal practices, books, and records reasonably available to the Secretary in order to determine Covered Entity's compliance with the Privacy Rule. The afore mentioned materials include policies and procedures and PHI relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- 2.11 Business Associate shall document disclosures of PHI and information related to such disclosures, to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures PHI from an Electronic Health Record in accordance with the HITECH Amendment.
- 2.12 Following receipt of a written request by Covered Entity, Business Associate shall provide to Covered Entity or an Individual information collected in accordance with Section 2 to permit Covered Entity to respond to a request by an Individual for: (a) an accounting of disclosures of PHI in accordance with 45 CFR 164.528 or (b) effective as of January 1, 2011 or such later effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Information from an Electronic Health Record in accordance with the HITECH Amendment.
- §3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.** Business Associate may use and disclose PHI as set forth in this Section.
- 3.1 Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If no underlying service agreement exists between Covered Entity and Business Associate, Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity for

the purposes of payment, treatment, or health care operations as those terms are defined in the Privacy Rule, provided that such use or disclosure shall not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. To the extent required by the Privacy Rule, the Business Associate shall limit its use and disclosure of PHI under this Agreement to the "minimum necessary" as determined in accordance with 45 CFR §164.502(b).

- 3.2 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that: (a) the disclosed PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person and (b) the person notifies the Business Associate of any known instances in which the confidentiality of the information has been breached.
- 3.4 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- 3.5 Business Associate may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

§4. OBLIGATIONS OF COVERED ENTITY.

- 4.1 Covered Entity shall notify Business Associate of any limitation(s) of Covered Entity in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under, or that would violate, the Privacy Rule if done by Covered Entity. In addition, Covered Entity will provide Business Associate with only the minimum necessary PHI for Business Associate to accomplish the intended purpose of the use, disclosure or request in connection with the services provided by Business Associate to Covered Entity.
- 4.2 Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 4.3 Covered Entity shall use appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, the

Contract, and the Privacy Rule, until such PHI is received by Business Associate, pursuant to any specifications set forth in any attachment to the Contract.

- 4.4 Covered Entity shall manage all users of the services including its qualified access, password restrictions, inactivity timeouts, downloads, and its ability to download and otherwise process PHI.
- 4.5 The Parties acknowledge that Covered Entity owns and controls its data.
- 4.6 Covered Entity shall provide Business Associate with a copy of its notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may affect Business Associate's use or disclosure of PHI. Covered Entity shall provide Business Associate with any changes in or revocation of permission to use or disclose PHI, to the extent the changes or revocation may affect Business Associate's permitted or required uses or disclosures. To the extent that the changes or revocations may affect Business Associate's permitted use or disclosure of PHI, Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522. Covered Entity may effectuate any and all such notices of non-private information via posting on Covered Entity's web site. Covered Entity shall notify Business Associate when any such notice is posted on Covered Entity's website

§5. EFFECT OF TERMINATION.

- 5.1 Except as provided in Section 5, upon termination of this Agreement or the Contract, for any reason, Business Associate shall return or destroy (at Covered Entity's request) all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- 5.2 If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon receipt of written notification that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and shall limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI, which shall be for a period of at least six (6) years.

§6 MISCELLANEOUS.

- 6.1 This Agreement is effective when the Contract is executed or when Business Associate becomes a Business Associate of Covered Entity and both Parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth herein or as set forth in HIPAA or the HITECH Amendment. This Agreement shall terminate on the date the Contract terminates. In



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addition, either party may terminate this Agreement immediately if the other party materially breaches any provision of this Agreement. At its sole and absolute discretion, the non-breaching party may permit the breaching party to cure such material breach to the non-breaching party's satisfaction within thirty (30) days after receipt of written notice from the non-breaching party

- 6.2 **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- 6.3 **Amendment.** The Parties agree to take action to amend this Agreement as necessary for Covered Entity to comply with the Privacy and Security requirements of HIPAA. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.
- 6.4 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive the termination of this Agreement and/or the Contract.

EXHIBIT III

**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII
(Personally Identifiable Information)**

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

- 1.1 Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII.
- 1.2 PII (Personally Identifiable Information)** means a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information.

2. OBLIGATIONS

- 2.1** Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.
- 2.2** Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains or transmits on behalf of the County.
- 2.3** Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.
- 2.4** If Contractor or Contractor Employees discover a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within seventy-two (72) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is

known to Contractor or Contractor Employee or should have been known by exercising reasonable diligence. Contractor shall be deemed to have knowledge of a Security Breach if the Security Breach is known or should have been known by exercising reasonable diligence by any person, other than the person committing the Security Breach. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

- 2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, Contractor shall reimburse the County for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identity monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, Contractor shall indemnify, defend, and hold harmless the County for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.
- 2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit Contractor's new safeguards put in place because of the Security Breach. Contractor shall be responsible for recreating lost County Data in the manner and on the schedule set by the County without charge to the County.

EXHIBIT IV

**REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO CJIS DATA
(Criminal Justice Information Security)**

Exhibit IV governs the requirements for Contractors with Access to Criminal Justice Information governed by the CJIS Security Policy of the FBI.

1. Definitions

- 1.1 Criminal Justice Information (CJI)** means data or information governed by the CJIS Security Policy.
- 1.2 Criminal Justice Information Services (CJIS)** means the Criminal Justice Information Services, a division in the Federal Bureau of Investigation (FBI) that sets a minimum standard of security requirements to protect and safeguard CJI.
- 1.3 CJIS Security Policy** means the Policy that governs the security of CJI. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

2. Obligations

Contractor shall comply with the current version of the CJIS Security Policy, which may be amended from time to time by the CJIS Advisory Policy Board of the FBI. A link to the current FBI standards is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>

EXHIBIT V

FEDERALLY FUNDED CONTRACT REQUIREMENTS

Exhibit V sets forth additional provisions for all federally-funded contracts. To the extent that this Contract is funded, in whole or in part, by any federal award, the following provisions apply:

- A. **Termination.** In addition to the termination rights set forth in Section 4 of this Contract, the County may terminate this Contract, in whole or in part, for cause upon notice to Contractor if Contractor breaches any duty or obligation in the Contract and fails to cure the breach, to the County's satisfaction, if applicable.
- A.1 **Right to Cure.** If the Contractor breaches this Contract, and the County, in its sole discretion, determines that the breach is curable, then the County must provide the Contractor with written notice of the breach and a time period (not less than thirty (30) Days) to cure the breach. The notice of breach and opportunity to cure do not apply in the following circumstances: (1) for successive or repeated breaches; (2) if the County determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property; or (3) if the County terminates the Contract under this Section or Section A above. The effective date for termination or cancellation shall be clearly stated in the written notice.
- A.2 **Termination Deemed for Convenience.** If the County terminates the Contract for cause and it is determined, for any reason, that Contractor was not in breach of Contract, then the termination for cause shall be deemed a termination for convenience, effective as of the same date specified in the notice of breach.
- B. **Contractor's Obligations Upon Termination for Cause.** If the Contract is terminated for cause, the County may require Contractor to pay all costs incurred by the County in terminating the Contract, including but not limited to, administrative costs, reasonable attorneys' fees, court costs, and any reasonable additional costs the County may incur to procure the Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages and cannot be excluded by any other terms included in this Contract; however, such costs shall not exceed 50% of the County's financial obligation under this Contract.
- C. **Compliance with Laws.** Contractor shall comply with the following, if applicable:
 - C.1 The Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction");

- C.2 The Copeland "Anti-Kickback" Act (40 U.S.C. 3145 *et seq.*), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States");
- C.3 The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5);
- C.4 The requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- C.5 All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
- C.6 All mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*); and
- C.7 The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 *et seq.*)
- D. **Debarment and Suspension.** Contractor certifies that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM). Contractor must promptly notify the County, if Contractor is listed in SAM at any time during the term, renewal, or extension of this Contract. If Contractor is listed in SAM, the County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor.
- E. **Equal Employment Opportunity.** If this Contract meets the definition of "Federally Assisted Construction Contract" under 41 CFR Part 60-1.3, then during the performance of this Contract, Contractor agrees as follows:
 - E.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - E.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

- E.3** The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E.4** The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E.5** The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- E.6** In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- E.7** The Contractor will include the portion of the sentence immediately preceding paragraph E (1) and the provisions of paragraphs E (1) through E (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however,* that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



EXHIBIT VII

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are related to the governmental services provided by Oakland County, specifically: printed and electronic copy and on the Office Depot website as it pertains to Oakland County and the America Saves Program. _____

The Mark may be used on: (Applicable if Checked):

- ☒ Printed materials
- ☒ Electronic materials
- ☒ Contractor's website: www.officedepot.com _____ [insert website address].

Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:

OAKLAND COUNTY, MICHIGAN

LOGO BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, only one style of logo may be used per publication. For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO



STACKED LOGO



LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.



BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	347
CMYK	84 15.73 3
RGB	0.154.102
HEX	#008A64

PMS	Black C
CMYK	0.0.0.100
RGB	0.0.0
HEX	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Destination Oakland Blue
PMS 3003 | CMYK 85.21 8.0 | RGB 0.158.82

Prosper Orange
PMS 716 | CMYK 0.54 57.0 | RGB 205.141.45

OAKLAND
COUNTY PARKS

PROSPER
COURTNEY L. BROWN

WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.



QUESTIONS

For questions or clarification on these brand standards, please contact:

Pam Tremble
Graphic Designer
County Executive Administration
(248) 858-8964 | tremblep@oakgov.com

Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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248-858-0511 | purchasing@oakgov.com

EXHIBIT VIII

ACKNOWLEDGEMENT OF INDEPENDENT EMPLOYMENT STATUS

I, _____, acknowledge that:

- I am an employee or subcontractor of _____:
Name of Contractor's Company
- At all times during my assignment to Oakland County I will remain an employee or subcontractor
of _____;
Name of Contractor's Company
- I am not an employee of Oakland County; and,
- I may not represent myself as an employee of Oakland County.

I understand that:

- _____ is responsible for establishing the conditions of my
Name of Contractor
assignment to Oakland County;
- _____ is solely responsible for compensating me for my services;
Name of Contractor
and,
- I understand and agree that as an employee or subcontractor of _____
Name of Contractor's Company

I am not eligible to participate in or accrue any benefits under any of Oakland County's employee benefits or benefit plans, including retirement, deferred compensation, insurance (including without limitation: health, disability, dental, and life insurance), vacation pay, and any other similar plans and programs. However, if I am a retired County employee I may receive vested post-employment benefits such as retiree healthcare and pension benefits from Oakland County. I understand that the post-retirement benefits I receive from the County cannot be enhanced by my work for the above Contractor.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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I acknowledge that:

- If I will be given access to the County Network, I will comply with the Oakland County Electronic Communications and Use of Technology Policy.

Signed: _____

Date: _____

Print Name: _____

Witness: _____

Date: _____

Print Name: _____

(Contractor or Contractor Employee must provide a copy of completed form to the Compliance Office-Purchasing Unit – purchasing@oakgov.com.)

EXHIBIT IX

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. **Pricing.**

- a. **Core List Pricing.** Contractor agrees to supply to County those office products and services as set forth in Appendix I attached hereto (the "Core List") at the prices set forth therein. With the exception of paper, toner/ink and can liner items, Core List pricing will be held firm until January 1, 2019 and thereafter will be updated every six (6) months on January 1st and July 1st of each year. Pricing for paper, toner/ink and can liner items on the Core List will be updated each calendar quarter. Upon request, and when available, Contractor shall provide County with manufacturer documentation to verify that paper, toner/ink and can liner price adjustments are being appropriately passed through to County. Contractor will meet with County on an annual basis (or as otherwise necessary) during the "Initial Term" (as hereinafter defined) and any "Renewal Term" (as hereinafter defined) to review the products and services on the Core List. Pricing updates to Core List items will be made in accordance with the pricing terms and conditions set forth above. In addition to and notwithstanding the above, the products and services on the Core List may be updated from time to time (to address additions, deletions, substitutions, and alternate products) upon notification by Contractor to County (including via e-mail). In the event of extenuating market conditions, Contractor reserves the right to adjust County's prices commensurately
- b. **Copy, Print and Design Products ("CPD").** Pricing for standard CPD items can be found on Appendix II attached hereto. In the event a CPD item is requested, including promotional products, that is not set forth on Appendix II, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements
- c. **Workspace Facilities.** Pricing for Workspace Facilities items can be found on Appendix III attached hereto. In the event a Workspace Facilities item is requested that is not set forth on Appendix III, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements.
- d. **Technology.** Pricing for Technology items can be found on Appendix IV attached hereto. In the event a Technology item is requested that is not set forth on Appendix IV, then upon request, Contractor will provide custom pricing based upon the specifications of the requirements.
- e. **K-12 School Supplies.** Pricing for School Supply items can be found on Appendix VI attached hereto (the "School Supply Core List"). School Supply Core List pricing will be held firm until January 1, 2019 and thereafter will be updated every six (6) months on January 1st and July 1st of each year.

f. **System Furniture and Accessories.** Contractor provides both standard and systems furniture and design services to its customers upon request. In the event County desires to purchase systems furniture from Contractor, the discount shall be varying discounts from manufacturer list price at the time of order set forth on Appendix V. Contractor reserves the right to add and delete manufacturers from the product offering at any time and has the sole right to determine if a purchase falls within the category of system furniture, or if it is a standard purchase item. If County desires to purchase system furniture and accessories, they must notify their assigned sales representative and any resulting order must be placed as a special order in order to receive the agreed-upon special pricing. In the event it is a standard purchase item from the BSD Catalog, the pricing will be subject to the pricing set forth in Subsection g. of this Exhibit.

- i. Additional discounts may be available for large system purchases
- ii. Discount shall not apply to delivery charges and/or design and installation services
- iii. If County desires these services they shall contact their representative prior to placing any order so that a price can be mutually agreed upon
- iv. Special terms and conditions may be applicable to furniture services and products

g. **Non-Core Item Pricing.** Items not on the Core List ("Non-Core Items"), but which are identified in the Office Depot Business Select catalog that is in circulation at the time of the order ("Business Select Catalog"), will be priced at a discount of twenty percent (20%) off of the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order. Products contained in the Business Select Catalog may change without notice. Non-Core Items not identified in the Business Select Catalog but which are identified in the Business Solutions Division catalog or the School Solutions Catalog that are in circulation at the time of the order ("BSD Catalog" & "School Solutions Catalog"), will be priced at a discount up to ten percent (10%) off of the regular sales price (promotions excluded) set forth on www.officedepot.com at the time of the order, exclusive of bulk pricing discounts or other specials. The foregoing pricing shall not apply to technology items, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings ("Excluded Items"). Non-Core Items that are not identified in the Business Select or BSD, or School Solutions Catalogs shall not be subject to the discounts or pricing methodology otherwise set forth in this Agreement. Rather, prices for such items, as well as Excluded Items, will be established by Contractor in its discretion and will be presented to the County at the point of sale or otherwise at the time of order placement.

2. **Delivery/Minimum Order Value.** Additional freight charges may apply for items exceeding 70 lbs. in weight and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, Hawaii, Alaska and Puerto Rico orders, special orders and/or rush deliveries.

3. **Additional Program Terms.** The Additional Program Terms and Conditions set forth in Appendix VII are incorporated by reference.
4. **Payment Terms.** Daily invoices are due thirty (30) days from the date of invoice and monthly summary billing is due in ten (10) days. County's credit limit shall be established by Contractor, who reserves the right to lower County's credit limit or refuse to ship any orders if at any time: (a) County is delinquent in making payments to Contractor or is otherwise in breach of this Agreement; or (b) County's credit standing becomes impaired or reasonably unsatisfactory to Contractor.

In certain instances, orders may be paid using a credit card; provided, however, if County elects to use a credit card as a form of payment, payment is due at the time of purchase.
5. **"America Saves" Program.** The County has determined to permit Contractor use of the terms and conditions of this Contract to sell Products and Services to other governmental entities ("Participating Agency"). The terms of such arrangement between County and Contractor are set forth in a separate agreement. In no event shall County be considered a dealer, remarketer, agent or other representative of Contractor.

APPENDIX I
CORE LIST ITEMS

SKU	Description	UM	Sell Price
102624	PAPER FASTENER 2"BASE 100BX	BX	\$2.25
102889	COVER,PSBD,8.5"CC,11X8.5,BLACK	EA	\$1.52
104592	PLANNER,MO,RY18,9.7X11.3,BLACK	EA	\$12.08
106201	PEN,MED,RTRCBL,EASYTOUCH,BK	DZ	\$6.05
106541	PEN,EASYTOUCH,RTRCBL,MED,BLUE	DZ	\$6.04
106835	INK,CANON PGI-35,BLACK	EA	\$12.50
108185	POCKET,DOUBLE,8TAB,PLASTIC,SET	ST	\$2.70
108610	THERMAL ROLL,2-1/4,OD,6/PK	PK	\$4.75
108862	PAPER ROLL,2-1/4X130,SNGL PLY	PK	\$4.54
110187	DIVIDER,TABBING,PRINT,1.75"	PK	\$3.80
110488	PAGE,CD,8 CAPACITY,25PK	PK	\$14.17
110727	PEN,BALLPOINT,RT,RSVP,DZ,BLK	DZ	\$5.15
112220	PEN,GRIP/ROUND STIC,DOZ,BLACK	DZ	\$1.47
112266	PEN,GRIP/ROUND STIC,DOZ,BLUE	DZ	\$1.47
113167	REINFORCEMENT,P/S,1/4"HOLE,WH T	PK	\$0.46
117371	LABEL,ADDRESS,BX,11/8X31/2	BX	\$13.63
118645	STAPLE,OPTIMA,PREMIUM,3750/BX	BX	\$2.76
120675	PENS,MED.PT,RSVP,12PK,BLACK	DZ	\$4.35
120709	PENS,MED.PT,RSVP,12PK,BLUE	DZ	\$4.08
127270	STAPLE,REMOVER,3/PK ASSRTD COL	PK	\$1.48
128538	BOOK,STENO,GREGG,4X8,70SHTS	EA	\$2.30
128538	BOOK,STENO,GREGG,4X8,70SHTS	EA	\$2.30
128844	HIGHLIGHTER,12PK,YELLOW	DZ	\$3.54
128853	HIGHLIGHTER,12PK,ASSORTED	DZ	\$3.54
137757	PLANNER WKLY RY17 4X6 BLACK	EA	\$7.10
139179	divider,durable,wo,8 tabs	PK	\$1.98
139720	ERASERS,SM,36/BX,PINK	BX	\$3.11
141117	Pen,Bic Grip Roller	EA	\$0.56
143197	COVER,DOCUMENT,6CT,NAVY	PK	\$4.44
149407	WIPES,DISINFECTING,2PK	PK	\$10.22
149452	WIPES,DISINFECTING,CLOROX,3PK	PK	\$5.86
154679	PLANNER,WK,RY,18,8X11,BLK	EA	\$13.80
156075	PAPER,COPY,11X17,500SH,BLUE	RM	\$9.18



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160064	FLAGS,POST-IT(R),SMALL SIZED	EA	\$6.09
168321	CALENDAR MTH RY17 12X27 WH	EA	\$8.70
169972	HOLDER,PAPER CLIP,MESH,BLACK	EA	\$0.79
169986	2000+ Self-ink, Rectangle	EA	\$12.12
170007	2000+ Self-ink, Rectangle	EA	\$13.37
171542	Kingston DataTraveler 100 G3 -	EA	\$6.18
172510	NOTE,CANARY,YELLOW,3x3,12PACK	PK	\$9.81
172528	PAD,NTE,POST 3"X5",12/PK,YEL	DZ	\$11.69
173336	DISPENSER,TAPE,DSKTOP,3/4",BLK	EA	\$1.81
176376	WALL,CAL,3MTH,RY18,12X27,WHT	EA	\$10.55
181529	PENCIL,#2 POLY LEAD,DISP,12/PK	DZ	\$2.36
181578	PEN,BALL PT,MEDIUM,STICK,BLUE	DZ	\$1.12
181594	PEN,BALL PT,MEDIUM,STICK,BLK	DZ	\$1.12
181636	PEN,BALL PT,FINE,STICK,BLACK	DZ	\$1.41
182564	LABEL,LSR,CD/DVD,WHT,50CT	PK	\$15.64
182725	PEN,FLAIR,W/PNTGRD,BLUE,DZ	DZ	\$12.99
182733	PEN,FLAIR,W/POINTGUARD,DZ,RED	DZ	\$9.11
182741	PEN,FLAIR,PNTGRD,DZ,BLK	DZ	\$11.79
182758	PEN,FLAIR,W/POINTGUARD,DZ	DZ	\$12.99
185432	SANITIZER,HAND,PURELL,ALOE,8OZ	EA	\$6.35
186534	Tray,letter,recycled	EA	\$1.91
190778	CUP,PLASTIC,3OZ,2500	CT	\$44.78
193893	Verbatim USB Drive USB flash d	EA	\$6.44
195369	Verbatim USB Drive USB flash d	EA	\$13.53
196048	REFILL,PEN,STAY-PUT,BLACK	EA	\$0.79
196063	PEN,BALLPOINT,STAY-PUT,BLACK	EA	\$1.45
196517	PAPER,X-9,11",20LB,10/CASE	CA	\$27.85
196643	PAPER,X-9,8.5X14,20LB,10/CASE	CT	\$46.42
198802	FILE,STRGE,ECON,LTR/LGL,12CT	CT	\$25.32
200458	PAPER,COMPUTER,1PT,PERF,20LB	CA	\$18.98
200476	FILE,STORE,HVDTY,LTR/LGL,12CT	CT	\$48.57
202334	PORTFOLIO,POLY,FASTENERS,ASTD	EA	\$0.64
202812	MARKER,FELT,PERM,KING SIZE,DZ	DZ	\$14.50
203174	HIGHLIGHTER,MAJ ACC,YEL,DOZ	DZ	\$4.30
203349	MARKER,SHARPIE,FINE,DZ,BLACK	DZ	\$7.29
203356	MARKER,SHARPIE,FINE,DZ,RED	DZ	\$8.10



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203711	MARKER, PERM, FELT, MAGNUM 44, BLK	EA	\$2.72
204057	CLEANER, BOARD, DRY ERASE, 8 OZ	EA	\$3.07
206573	MOISTENER, FINGERTIP, HYGIEN, 1OZ	EA	\$1.66
207037	PEN, RT, GEL, G2, 1.0MM, DZ, BLUE	DZ	\$12.08
207044	FRESHENER, AIR, NEUTRA, LYSOL	EA	\$2.57
208378	OD DUR VW 1" BINDER BLACK	EA	\$3.43
208801	BINDER, ODP, VW, RR, 1", RED	EA	\$3.43
208819	OD DUR VW 1" BINDER WHITE	EA	\$3.57
209215	BINDER, ODP, VW, RR, 1.5", WHITE	EA	\$4.22
209233	OD DUR VW 2" BINDER BLACK	EA	\$5.54
209521	BINDER, ODP, VW, RR, 2", PURPLE	EA	\$2.11
209593	BINDER, ODP, VW, RR, 2", RED	EA	\$2.11
209809	OD DUR VW 3" BINDER BLACK	EA	\$6.82
210106	BATTERY, ALKALINE, MAX, AA, 16/PK	PK	\$8.84
210142	BATTERY, ALKALINE, MAX, AAA, 16/PK	PK	\$9.27
212041	BINDER, INP, VW, DR, 1.5", RED	EA	\$6.81
212634	PENCIL, GOLF, SHRPND, 144PK, YLW	PK	\$3.54
213436	GRIP, FINGERTIP, SZ 5, 10/BX, ASTD	BX	\$5.55
217018	BINDER, JB, VW, RR, 1", WHT, 12pk	PK	\$16.56
217262	PEN, GEL, MED, DOZEN, BLU	DZ	\$14.33
218147	WALL, CAL, MTH, RY18, 12X17, PLNMO	EA	\$8.80
218412	CARTRIDGE, TAPE, BLACK ON WE	EA	\$9.93
221051	STAPLE, 1/4", 15-25 SHT, 5000BX	BX	\$1.97
221720	CLIP, PPR, #1, PRM SMTH, OD, 500PK	PK	\$1.33
226106	CALENDAR MTH RY17 8X11 WH	EA	\$5.24
231822	TONER, LJ CE278A, HP, BLACK	EA	\$59.30
232986	FOLDERS, FILE, 6/PK, ASSORTED	PK	\$1.43
239376	TAPE, LETTERING, PT340/PT540	EA	\$11.30
239384	TAPE, LETTERING, PT340/PT540	EA	\$9.85
241338	CALENDAR WAL RY17 15X12 WRCR	EA	\$9.42
242767	CLIP, MAGNET, SQUARE, LARGE, 3PK	PK	\$1.49
242785	CLIP, MAGNET, BULLDOG, LG, 3PK	PK	\$0.98
251849	CUP, PERFECTOUCH 12OZ, 50CT	PK	\$4.47
254089	TAPE, CORRECTION, LP DRYLINE, 2PK	PK	\$3.11
254680	ENVELOPE, REDISEAL, 28#, 9.5X12.5	BX	\$22.33
254994	REELS, CARABINER, BADGE, 4/PK	PK	\$5.02



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255876	ROUND STICK,MEDIUM BLUE 60/BX	BX	\$3.43
256610	CLIPS,JUMBO,WRLD BRAND,NONSKID	PK	\$6.74
256771	PEN,BLPT,C-MATE,RETR,MED,BLACK	DZ	\$4.70
256791	PEN,BLPT,C-MATE,RETR,MED,BLUE	DZ	\$4.72
256957	WIPES,PRE MOIST 3",60CT	EA	\$3.15
256957	WIPES,PRE MOIST 3",60CT	EA	\$3.15
257191	PEN,FLAIR,W/POINTGUARD,PURPLE	DZ	\$12.69
259633	TAPE,SCOTCH,6/PK	PK	\$10.19
265890	PLANNER,MTH,RY18,7X9,CHAR	EA	\$12.04
268081	BOOK,STENO,RECY,GREGG,80PG,W HT	DZ	\$11.84
271501	PAPER,PRM CHOICE LASER,HP,REAM	RM	\$8.77
272141	PAD,PERF,DKTGLD,LGLRLD,5X8,6PK	PK	\$2.66
272176	NOTE,PST-IT(R),POP-UP,3X3,PK12	PK	\$11.38
273361	WITE-OUT,EZ,DOZ,WHITE	DZ	\$9.41
274386	HOLDER,SIGN,STANDUP,5X7,CLEAR	EA	\$3.83
274457	HOLDER,SIGN,SLANTED,8.5X11,CLR	EA	\$3.42
284056	PEN,PREC GRP,RLLR,BLD,12PK,BLK	DZ	\$14.89
285621	POST-IT,POP UP,LN,3X3,6PK,YEL	PK	\$5.46
286717	TAPE,CORRECTN,DLULTRA,3PK,AST	PK	\$5.89
288517	PEN,Z-GRIP,BP,RTRCT,MED,DZ,BLK	DZ	\$2.52
289106	DESKPAD MTHS RY17 M BLK	EA	\$5.64
290149	DIVIDERS,PRINT-ON,WHITE,8T,1ST	PK	\$5.11
293037	TOTE,SNAP LID,CLEAR,68 QUART	EA	\$16.03
295818	STRIPS,PICTURE HANGING,MED,6PK	PK	\$4.35
295825	PEN,ZEBRA,Z-GRIP,RT,24PK,BLK	PK	\$5.78
299847	NOTES,SUPER STICKY,3x3,YW	PK	\$11.76
301366	TAPE,MASKING,1"X60 YDS,3M	EA	\$6.33
304052	Deskpadd,M,22X17,1C,OD,RY17	EA	\$1.85
304954	FLAG,SIGN HERE,POST-IT,200PK	PK	\$7.29
305306	AWARD,PLAQUE,8.5X11,MAHOGAN Y	EA	\$10.74
305466	PAD,PERF,8.5X11,OD,LGL RLD,12P	DZ	\$6.24
305557	FRAME,CORNELL,8.5X11,BLACK	EA	\$3.49
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	\$6.68



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306902	PAD,PERF,5X8,LGL,WHT,RLD,12PK	DZ	\$6.52
307397	PAD,PERF,5X8,CAN,LGL,RLD,12PK	DZ	\$5.75
307512	ERASER,DRY ERASE,EXPO	EA	\$1.80
307744	PAD,SCRATCH,4X6,WHT,100SHT,DZ	DZ	\$3.18
307944	PEN,PROFILE,PM,BOLD,DZ,BLUE	DZ	\$10.53
308114	CLIP,PAPER,NSKID,OD,JMB,10PK	PK	\$4.01
308239	CLIP,PAPER,JMB,SMTH,OD,10PK	PK	\$5.15
308478	CLIP,PAPER,#1,SMTH,OD,10PK	PK	\$1.64
308957	CLIP,BINDER,LARGE,2IN,12BX	BX	\$1.53
309872	MARKER,PERM,3000,CHISEL PT,BLK	DZ	\$3.97
311837	COVER,PSBD,2.75CC,8.5X11,BLK	EA	\$2.47
313619	PAD,FINGER,SUREGRP,#11.5,AMBER	BX	\$1.43
314264	CD-R,VERBATIM,SPINDLE,100PK	PK	\$11.84
315515	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$9.51
317172	PAPER,COCKLE,8.5X11,20#	RM	\$30.23
320960	STAPLE,1/4",SF1,15-25SHT,5M/BX	BX	\$0.81
322795	NOTES,POST-IT,1.5X2,12PK,ASST	PK	\$4.17
323741	NOTEBOOK,3X5,OE,NAR RLD,50-SHT	EA	\$1.26
324827	CALENDAR MTH RY17 16X23 WH	EA	\$10.01
326118	USB, Twist Turn,16GB, 2.0	EA	\$6.53
326201	USB, Twist Turn,32GB, 2.0	EA	\$23.99
326226	BINDER,OD,VIEW,DR,3",BLACK	EA	\$7.67
326253	USB, Twist Turn,16GB, 2pk	EA	\$11.93
330744	ENVELOPE,CLASP,KRAFT,6X9,100BX	BX	\$8.63
330776	ENVELOPE,CLASP,28LB,#75,100BX	BX	\$6.96
330808	ENVELOPE,CLSP,RCYCL,9X12,100BX	BX	\$16.04
330888	ENVELOPE,CLASP,28LB,#97,100BX	BX	\$10.32
332013	MOISTENER,ENVELOPE	EA	\$2.12
332063	PAPER,X-9,11",20LB,REAM	RM	\$3.65
332787	BATTERY,AA SIZE,12PACK	PK	\$8.16
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$6.46
341224	ORGNZR,DSK,SLNT,8-SECT MESH	EA	\$34.42
344279	STAPLES,PREMIUM,5000BX	BX	\$1.10
344344	BADGE,CARDREEL,4,ASTD TRNSLCNT	PK	\$3.74
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$26.04
344566	TISSUE,KLEENEX FACIAL,WE,12/CT	CT	\$16.66



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344734	REMOVER,STAPLE,PEN STYLE	EA	\$0.87
345637	PAPER,COPIER,20#,LTR,BLU,500SH	RM	\$4.52
345645	PAPER,COPY,8.5X11,500SH,GRN	RM	\$4.52
345652	PAPER,COPY,8.5X11,500SH,PINK	RM	\$4.52
345660	PAPER,COPY,8.5X11,YEL,500SH	RM	\$4.52
345678	PAPER,COPY,8.5X11,500SH,BUFF	RM	\$4.32
345694	PAPER,COPY,8.5X11,IVY,500SH	RM	\$4.50
346437	CUP,PENCIL,MESH,BLACK	EA	\$0.59
346703	PLANNER WKLY RY17 8X11 BLK	EA	\$11.53
348037	PAPER,COPY,OD,CASE,10-REAM	CA	\$36.66
348201	ENVELOPE,#10,24.LB,WHT,500BX	BX	\$22.77
355211	WALL,CAL,MTH,RY18,8X11,PLNMO	EA	\$6.65
358070	CLIPS,PPR,#1,OD,RCYCLD,100/BX	BX	\$0.22
358180	CLIPS,PPR,GNT,OD,RCYCLD,100/BX	BX	\$0.65
360669	INDEX,ERASABLE,5-TAB,SET,WHT	ST	\$0.47
364065	PAPER,ASTRO,8.5x11,TERRA GREEN	RM	\$7.76
364364	LABEL,LSR,ADDR,WHT,3000CT	BX	\$20.55
364372	LABEL,LSR,ADDR,WHT,2000CT	BX	\$26.05
365153	LUBRICANT,BOTTLED,SHREDDER	EA	\$4.11
367221	BINDERS,W/PCKTS,D/R,2-1/2",WHT	EA	\$9.69
369088	DIVIDER,INSERT,5TAB,6SETS/PK	PK	\$2.85
369571	POST-IT FLAGS,SM,140 CT,4COLOR	PK	\$3.07
369581	POST-IT FLAGS,SM,ASTD COLORS	PK	\$2.51
375667	SCISSORS,STRAIGHT,OD,8",BLACK	EA	\$4.11
378410	SCISSORS,8"BENTSTR,3PK,BK	PK	\$2.06
387026	32GB USB 3.0 DataTraveler SE9	EA	\$18.07
388106	spray,sanitizing,clorox,32 oz	EA	\$3.59
391401	DIVIDER,INDEX,8TAB,6PK	ST	\$9.91
392430	TONER,HP CC364A,BLACK	EA	\$133.06
392522	MARKER,PERM,CHSL,DZ,BLK	DZ	\$6.59
395598	Fingertip Moistener 1.75oz 2pk	EA	\$3.56
395971	POST-IT FLAG,BRIGHT ASTD,4/PK	PK	\$2.37
395991	POST-IT FLAG,ASTD CLR,4/PK	PK	\$2.33
396291	BINDER,OD,VIEW,RR,1",WHITE	EA	\$1.56
399401	POCKET,BUSINESS CARD,ADHES,10P	PK	\$3.67
399905	Deskpad,M,22X17,1C,OD,RY18	EA	\$1.78
401826	frame,photo,8x10,cherry	EA	\$7.59



401853	PLANNER WKLY RY17 8X11 BLK	EA	\$13.80
402067	FILE,STOR,LTR/LGL,RNFRCD,12/CT	CT	\$20.71
404384	BSD 27	EA	\$0.00
408344	FLUID,CORR,BOND,WHITE,3/PK	PK	\$3.27
408753	INDEX,LGL EXH,OD,1-25,LT,BK/WT	ST	\$1.22
409023	INDEX,OD,11x8.5,1-15TB,BK/WT	ST	\$0.88
409779	INDEX,DVDR,TOC,A-Z TAB,BLK/WHT	ST	\$1.34
411041	ET Fldr Strt Tab Ltr Red 10PK	PK	\$2.65
412086	DATED-18	EA	\$0.00
420852	PAD,STAMP,OD,#1,GEL,BLACK	EA	\$1.51
420994	NOTE OD,3X3,YLW,18PK	PK	\$2.42
422392	TAPE,OD,INVISIBLE,4PK,BOX	PK	\$2.87
422443	NOTEBOOK,BUSINESS,11 X 8.25"PL	EA	\$5.36
422721	LABEL,LSR,HALF,COLORJOBS,50CT	PK	\$9.12
423545	PAPER,ASTROBRIGHT 65#,LTR,GRN	PK	\$7.05
423574	PEN,ROUNDSTIC,BIC,MED,BLUE	DZ	\$0.81
423582	PEN,ROUNDSTIC,BIC,MED,BLACK	DZ	\$0.80
423590	PEN,ROUNDSTIC,BIC,MEDIUM,RED	DZ	\$0.81
424152	PAPER,ASTROBRIGHT 65#,LTR,BLU	PK	\$8.20
427111	STAPLE REMOVER,BLACK	EA	\$0.18
427151	PUNCH,3HOLE,ADJ RUBBER HDL,BLK	EA	\$4.61
428468	NOTE,POST-IT,POP-UP,SS,12PK,YW	PK	\$10.39
431547	STRIPS,PCT HNG,LRG,WHT,COMMAND	PK	\$2.84
431909	REFILL DLY RY17 3X6 WHT	EA	\$1.64
432087	STAPLES,STANDARD,3/PACK	BX	\$1.95
432255	STAPLES,STANDARD,5 PACK	PK	\$3.31
433607	PORTFOLIO,2PKT,W/FAST,10PK,RED	PK	\$3.08
441771	FASTENER,SELF AD,2",OD,1C/BX	BX	\$2.72
442306	NOTE,OD,1.5"X2",12PK,YELLOW	PK	\$0.96
443296	NOTE OD,3X5,YLW,12PK	PK	\$3.68
443520	FLAG,POST-IT,1" MULTI COLOR	EA	\$5.90
444976	CARTRIDGE,PRINT,51604a,BLK	EA	\$12.06
448991	PORTFOLIO,POLY,BLACK	EA	\$0.44
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$3.77
451898	MARKER,PERM,UFINE,SHARP,DZ,BL K	DZ	\$8.37



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452913	TAPE,ECO,MAGIC,3/4"x900",10PK	PK	\$17.07
455381	FASTENER,SELF AD,OD,1",100BX	BX	\$1.95
458547	MOISTENER,FINGERTIP,3/8OZ,3PK	PK	\$1.67
458554	FINGERTIP MOISTNERS,1.75OZ,2PK	PK	\$3.69
458612	SCISSORS,STRT,8",2/PK,BLK	PK	\$2.29
458914	BATTERY,AA,ALKALINE,24/PK	PK	\$14.42
463314	LABEL,ADDRESS,RL,1-1/8X3.5	BX	\$16.02
466342	MONEY/RENT RECEIPT BK 3 PT	EA	\$1.73
470229	INDEX,A-Z,11X8.5,AST	ST	\$2.70
470237	INDEX,MTHLY,11X8.5,AST	ST	\$2.10
470245	INDEX,11X8.5,1-31TAB,MULTICLR	ST	\$4.42
471011	Quick Drive USB 16GB	EA	\$9.20
471286	BINDER,INP,VW,DR,3",ARMY GREEN	EA	\$12.49
471835	BINDER,JB,RR,0.5",BLK	EA	\$2.29
473576	TAPE,INVISIBLE,3/4"x1296",PK16	PK	\$12.62
475144	DIVIDERS,TOC,A-Z,MULTICOLOR	ST	\$2.69
477674	CALENDAR MTH RY17 12X17 WH	EA	\$7.08
477678	CLIPBOARD,LEGAL,OD,2/PK,WOOD	PK	\$2.27
477727	CLIPBOARD,OD,3/PK,WOOD	PK	\$2.79
478123	PAPER,CPY,8.5X11,500SH,SALMON	RM	\$4.50
478156	PAPER,COPY,8.5X11,500SH,LILAC	RM	\$4.50
480710	PAD,OD GREEN,JR,6/PK,8x5,WHITE	PK	\$5.98
487017	CALENDAR MTH RY17 20X30 WH	EA	\$13.13
488075	REFILL DLY RY17 3X6 WH	EA	\$4.55
491203	ENVELOPE,COIN,GUM,#7,KT,500/PK	BX	\$16.79
491802	SHT,PROT,CD PCKTS,10/PK	PK	\$0.48
497999	CERT CVR NAVY CREST 5/PK	PK	\$3.34
500399	CAMERA,ELPH160,20MP720,SILVER	EA	\$117.59
500744	HEAVY WT FORK	BX	\$2.79
500827	HEAVY WT SPOON	BX	\$2.58
501164	PLANNER MTH RY17 7X9 BLK	EA	\$8.36
502517	RIBBON,PRT,23XX,24XX,25XX	EA	\$11.83
503672	PADLOCK,COMBINATION,1-7/8"	EA	\$3.16
506490	BINDR D-R QUICKFIT O/L 2" WHT	EA	\$7.77
506567	BINDR R-RNG QUIKFIT O/L 1" WHT	EA	\$3.20
506595	BINDR R-RNG QUIKFIT O/L 1.5 WT	EA	\$3.85
506630	BINDR R-RNG QUIKFIT O/L 2" WHT	EA	\$4.42



507030	PEN, RECYCLED, ROLLER, XF, DZ, BLUE	DZ	\$14.47
508338	NAPKIN, LUNCH, RECY PAPER, 400PK	PK	\$2.42
512112	WIPES, LYSOL, LMNLM BLOSSOM, 80CT	EA	\$5.23
520928	TAPE, INVISIBLE, 3/4X1000, 10/PK	PK	\$7.56
523193	film, correction, liner, exact, 1pk	EA	\$1.60
523431	PAD, PERF, 5X8, OD, CAN, JR LGL RLD	EA	\$0.22
528712	MARKER, DRYERASE, EXPO, 12PK, AST D	DZ	\$10.99
531624	ENVELOPE, CLASP, 28#, 9X12, BN	BX	\$10.45
532151	ENVELOPE, CATALOG, 12.5X18.5	BG	\$7.28
532268	ENVELOPE, REDISEAL, 6X9, 28KFT	BX	\$10.54
536366	CLEANER, DSNFCT, WIPES, LMN	CT	\$33.22
538903	CLIPBOARD, PLASTIC, RECY, BE	EA	\$3.52
538923	4-7/8X5CD/DVDSLEEVE24WW	BX	\$5.69
540276	JIFFYLITE CD-ROM MAILERS	CT	\$11.14
542812	HIGHLIGHTERS, RYCL, 12PK, PINK	DZ	\$2.72
542857	HIGHLIGHTER, RYCL, 12PK, GREEN	DZ	\$2.61
543082	MANILA FF, LTR, POSITION 3	BX	\$6.42
543280	MANILA FF, LTR, 1/3 CUT	BX	\$7.21
543559	COLOR FAST FLDR, 1/3, LTR, RED	BX	\$18.94
543991	PRESSBOARD, 1 DIV, 2", LTR, BLU	BX	\$26.99
544227	Paper, Copy, 8.5X11, Ivory, 5M	RM	\$5.54
544359	PLANNER, WK, RY18, PKT, 3X6, BLK	EA	\$9.35
544458	NOTES, POST-IT, SUPER STICKY, 12P	PK	\$11.55
544648	END TAB FLDR FAST, LTR, 1 FAS	BX	\$13.51
544882	END TAB FLDR, LGL, STRAIGHT	BX	\$28.79
545161	COLOR FILE PKT, 31/2, LTR, BLU	EA	\$0.99
545469	BATTERYCOPPERTOP, AAA, 24PK	PK	\$16.99
545539	COLOR FILE PKT, 51/4, LGL, RED	EA	\$0.83
545881	MANILA JKT, LTR, 1" EXP, REINF	BX	\$15.48
546871	EXPANDING PKT, LETTER, 5 1/4"	BX	\$7.56
548370	PEN, COUNTERFEIT, DETECTOR	EA	\$2.98
548999	POST-IT, MIAMI, 3x3, 10PK	PK	\$13.12
550475	BLADE, UTILITY KNIFE, 5/PK	PK	\$0.81
552021	INDEX, RG BK, 8TAB, 11X8.5, AST	ST	\$0.84
552478	CLPBRD-6X9-TRNSP-SMOKE	EA	\$1.00



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553904	DIVIDER,LEGAL,1-25,1/SET,WHT	ST	\$1.50
553928	DIVIDER,LEGAL,26-50,1/SET,WHT	ST	\$4.30
555347	PEN,BPOINT,RT,BK,DZ	DZ	\$4.49
555356	PEN,BPOINT,RT,RD,DZ	DZ	\$4.49
560394	CLIPS,BINDER,36PK,SMALL,BLACK	PK	\$0.58
560941	ENVELOPE,CD,50PK,WHITE	PK	\$3.47
561339	CLIPS,BINDER,24PK,MED,BLK	PK	\$1.00
561510	CANISTER,CREAMER-12 OZ.	EA	\$1.70
561894	NOTE,POST-IT,1.5X2",12PK,NEON	DZ	\$4.88
562102	AWARDS,CERT HOLDER,BLK,10PK	EA	\$4.71
563300	NOTES,3x3,REC,24PK,PASTEL	PK	\$23.21
564853	REELS,CARABINER,BADGE,4/PK	PK	\$2.89
567775	LABEL,FILING,EXTRA LARGE,WHT	PK	\$10.65
570465	LABEL,LSR,RET,WHT,2000CT	PK	\$6.51
570965	LENOVO MESSENGER MAX MESSENGER	EA	\$23.13
571362	BATTERY,ALKA,9V,4	PK	\$11.37
571373	BATTERY,ALKA,AAA,12	PK	\$7.42
573646	TAPE,ART ,1/8" GLOSS,BK	EA	\$0.36
574866	DIVIDER,INS,5,BG TB,RCY,OD,CLR	ST	\$0.47
574929	DIV,INS,5,EXTRA WIDE,ASTD,OD,BIG TAB	ST	\$0.49
575013	dividers,od,ins,8st,astd	ST	\$1.92
575341	TAPE,ACITAPE,.75X1296",OD,10PK	PK	\$7.97
576833	FLAGS,"SIGN HERE",4/PK	PK	\$7.15
578515	WHITE CD/DVD SLEEVES 50 PK	BX	\$1.70
578825	TAPE,MAGIC,SCOTCH,3/PK	PK	\$18.74
580195	Kingston DataTraveler 100 G3 -	EA	\$14.91
581985	TAPE,CORRECTION 4-PACK,WE	PK	\$4.54
584260	NOTE,POST-IT,1.5X2,24/PK	PK	\$7.52
587463	BATTERY, ALKA, AA, 20	PK	\$10.21
587526	BATTERY, ALKA, AAA, 20	PK	\$14.66
588286	NOTEBOOK,SPL,1SB,100,CR,8.5x11	EA	\$2.72
589510	PAPER,FILLER,CR,10.5X8,3H,150S	PK	\$2.73
590370	BATTERY,LITHIUM,3V	EA	\$4.51
590427	CLIP,MAGNET,SMALL	EA	\$1.40
591215	SHARPENER,PENCIL,MNL,2 HL,ASTD	EA	\$0.39



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591948	PORTFOLIO,2PKT,10PK,LT GRN	PK	\$2.25
592705	BINDER,EASY OPEN,RR,3",RED	EA	\$8.71
593395	PAPER,X9,20#,92B,14,W	RM	\$4.73
593605	CORRECTAPE,DRYLINE,MINI,5/PK	PK	\$6.73
595347	WATER,NESTLE PURE,8OZ,24CA	CA	\$3.41
597030	NOTES,1 1/2X2,24PK,PST	PK	\$12.54
597196	DVD-R,4.7GB,16X,100 SPINDLE	EA	\$14.44
609336	TAPE,DRYLINE,GRIP,2PK,BLU&PURP	PK	\$3.25
615630	COFFEE,DONUTSHOPBLND,2 OZ/42	CA	\$25.90
617209	PAD,POST-IT,RULED,4x6,5/PK,YLW	PK	\$8.52
618017	PAD,EASEL,25X30.5,WHT,POST-IT	PD	\$18.91
619627	HIGHLIGHTER,PKT,ACCENT,FLYL,DZ	DZ	\$5.94
620007	WATER,BTL,NSTL PURE LIFE,24/CS	CA	\$6.23
620308	Centon DataStick Pro - USB fla	EA	\$45.72
621320	BAG,TAMP EVD,OPQ,9X12,100PK	PK	\$10.54
624900	PRTCTR,SHT,HVYWGHT,100 BOX	BX	\$7.95
625502	PadLegal,8.5x11.75,Canary,50Sh	PK	\$5.99
631335	cover,rpt,clr frnt,10pk,black	PK	\$2.21
633888	ENVELOPE,#10,PLN,24#,500CT,WHT	BX	\$20.60
634000	ENVELOPE,#10,WIN,24#,500CT,WH T	BX	\$12.21
634277	Pad Legal , 5 x 8, Astd, 50 Sh	PK	\$3.17
634313	Book Steno , 6x9, White, 70 Sh	PK	\$3.94
637651	TAPE,W/DISP,MAG,3/4"X350",4/PK	PK	\$4.38
642375	DRIVE,USB,STORE'N'GO,8GB	EA	\$5.54
645717	Andis 14pc Beard Mustache Kit	EA	\$18.35
646557	TONER,LASERJET,HP90A,BLACK	EA	\$153.80
648253	16GB DATATRAVELER FLASH DRIVE	EA	\$6.10
650457	TAPE,SEALING,2X22YD,DISP,CLEAR	RL	\$1.90
650988	RECYCLING LASER BOX	EA	\$0.00
651895	CUP,TRANS,PLASTIC,12OZ,50CT	PK	\$2.52
653428	INDEX,RG BK,5TAB,11X8.5,CLEAR	ST	\$0.33
653436	INDEX,RG BK 5TAB,11X8.5,AST	ST	\$0.70
653444	INDEX,RG BK 8TAB,11X8.5,AST	ST	\$0.52
653451	INDEX,RG BK 8TAB,11X8.5,CLEAR	ST	\$0.79
653469	AVERY READY INDEX 6PK	ST	\$5.13
664011	PEN,ROUND STIC,BIC,60CT,BLACK	BX	\$3.90



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664409	PEN,UNIBALL,MICRO,ONYX,DZ,BLUE	DZ	\$4.90
666094	CASE,CD/DVD SLM CSE,50 PK	PK	\$10.00
666312	STAMP,SELF INK,1.87X2.31	EA	\$9.77
666537	TAPE,MASKING,HIGHLAND,1"X60YD	RL	\$1.09
668259	HOLDER,LITERATURE,LTR SIZE,CLR	EA	\$2.81
675399	DESKPAD,M,R18,22X17,2CLR	EA	\$6.85
676488	CALENDAR YR RY17 24X36 WH	EA	\$7.82
677318	PEN,BALLPT,WOW,MED	DZ	\$4.04
677346	PEN,BALLPT,WOW,MED	DZ	\$4.04
678585	BOOKEND,STEEL,9",BLACK	PR	\$7.79
679314	DESKPAD,M,OD,R17,22X17	EA	\$2.94
682257	CALENDAR MTH RY17 16X23 WH	EA	\$11.11
687557	REFILL,PEN,G-2,BOLD,2PK,BLACK	PK	\$1.34
688628	Ricoh SP 5200HA - toner cartri	EA	\$123.05
689082	NOTE,POPUP,RCYLD,3x3,12PK,PSTL	PK	\$9.78
698878	COVER,PORTFOLIO,11.75X9.5,DBLU	BX	\$6.57
699459	TAPE,CORRECTION,6PK,ASTD	PK	\$2.47
703425	MEETING NOTEBOOK	EA	\$5.69
705876	PROTECTOR,SHT,OD,PHOTO,10PK	PK	\$0.70
706324	PEN,PM100RT,MED,DZ,BLUE	DZ	\$3.59
706523	DESKPAD MTH RY17 22X17 BL	EA	\$6.70
707032	CLIPS,BINDER,LARGE	BX	\$3.61
707241	PLANNER DLY RY17 5X8 BLK	EA	\$14.75
708644	PLANNER WKLY RY17 6X8 BLK	EA	\$8.23
723688	NOTES,3X3,POP-UP,DEEP,CLR,12PK	PK	\$5.65
728367	PEN,B2P,BLPT,RCYLD,FN,DZ,BLK	DZ	\$7.34
728673	PEN,B2P,BLPT,RCYLD,MED,DZ,BLK	DZ	\$7.34
728718	PEN,B2P,BLPT,RCYLD,MED,DZ,BLU	DZ	\$7.34
728919	PEN,BALLPOINT,STICK,DOZEN,BLK	DZ	\$1.07
731973	PLANNER,WK,R18,8X11,BLK	EA	\$13.50
731978	PLANNER MTH RY17 9X11 BLK	EA	\$10.80
733601	PENCIL,#2,OD,72/BX	BX	\$4.22
735871	BINDER,POCKET,POLY,5PK	PK	\$1.48
740016	TIMECARD,WK,M-S,1SIDE,100PK	PK	\$2.55
741361	FILE,PROJECT,10/PK,ASTD COLOR	PK	\$1.88
745021	TAPE,MOUNT,EXT,S/STRONG,1X60"	EA	\$2.79
745234	INDEX,11X8.5,5TB,WE,CLRD	ST	\$1.24

747566	Stereo Headphones	EA	\$5.26
747920	POCKETS,ACCORDIAN,LTR	EA	\$0.76
750067	SIGN HERE TAPE FLAG	PK	\$3.54
753313	LABEL,SHIPPING,RL,2.5X4	RL	\$13.21
754871	MARKER,CHISEL,SHARPIE,BLACK	DZ	\$8.22
755442	RUBBER BANDS SIZE 117 1-LB	BG	\$3.88
757784	CARTRIDGE,RIBBON,LQ-590	EA	\$7.35
757810	FOOD SRV,SUGR CNSTR,20OZ	EA	\$1.37
759826	REFILL,ENRGL,NDL,.7MM,BE	EA	\$0.68
760843	ERASER,CLIC,REFILL,4PK,WHITE	PK	\$1.77
764426	BOOK,MEMO,TOPWIRE,3X5,CR,3PK	PK	\$1.13
765415	ENVELOPE,SDELD,LTR,5PK,CR	PK	\$5.44
765676	TAPE,CHART,1/8",GLOSS BLACK	RL	\$5.22
765737	COFFEE,GR,CL RS 30.5oz	EA	\$6.88
765798	BOOK,MEMO,WRBND,TOP,CR,60S,1 2	PK	\$7.22
766967	STAPLES,STANDARD,OD	BX	\$1.97
768332	NOTES,4X6,SS,LINED,3PK,ASSTD	PK	\$5.93
771882	PEN,INKJOY,MED,550RT,12PK,BLU	DZ	\$10.77
772141	REFILL,PEN,G-2,FN,2/PK,BLACK	PK	\$0.99
775512	BOOK,APT,GRP,UNDATED	EA	\$26.25
776316	COUNTER,TALLY,HAND	EA	\$8.40
776890	WIPE,DISINFECTING,CLOROX	EA	\$2.39
779033	PLANNER,WK,RY18,BUS,9X11,BLK	EA	\$12.40
779964	PEN,PM,INKJOY,300RT,1.0,DZ,BLK	DZ	\$2.90
779982	PEN,INKJOY,300RT,O/S,BE	DZ	\$2.92
780845	CUTLERY,KNIFE,HVYMED,100CT,WH T	BX	\$2.81
780875	CUTLERY,SPOON,HVYMED,100CT,W HT	BX	\$3.43
780900	CUTLERY,FORK,HVYMED,100CT,WH T	BX	\$3.43
781242	MARKERS,PRMNT,FN,RCYL,12PK,BL K	DZ	\$3.87
785636	POCKET,FILE,LGL,3.5EXP,YW	EA	\$1.88
786236	POCKET,FILE,LTR,EXPAND,3.5"	BX	\$19.41
795906	PAD,PERF,DKTGLD,8.5X11,CAN,LGL	DZ	\$21.83



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798923	FS Color LDG DblSd, 24#	EA	\$0.38
800278	LETTER OPNR,STAINLSS STL,GRIP	EA	\$1.25
801178	DRIVE,USB,SANDISK,16GB	EA	\$7.59
801457	Y5017L POLY/COTTON,LARGE	PR	\$0.75
802660	RIBBON,SEIKO EPC UNIV,BLK/RED	EA	\$1.03
802702	RIBBON,IBM,WHEELWRITER,CORR,B K	EA	\$5.00
806849	HIGHLIGHTER,TANK,36PK,YELLOW	PK	\$15.90
807788	Kingston DataTraveler 100 G3 -	EA	\$4.30
808857	CLIP,BINDER,SMALL,12/BX	BX	\$0.34
808865	CLIP,BINDER,MED,12 CLIPS/BX	BX	\$0.82
809541	TRAY,LETTER,WIRE,3IN DEEP,BLK	EA	\$2.56
809939	POST-IT,PAD,12/PK,1.5X2,ASTD	PK	\$4.37
810838	FOLDER,LTR,1/3CUT,100BX,MANILA	BX	\$3.20
810846	FOLDER,LGL,1/3CUT,100BX,MANILA	BX	\$5.73
810929	FOLDER,HNG,LTR,1/3CUT,25BX,GRN	BX	\$5.11
820483	CALCULATOR,DESKTOP,MS-805	EA	\$4.50
821808	WIPES,DISINFECTANT,CLOROX	EA	\$3.94
825182	CLIP,BINDER,SM,3/4IN,144/PK	PK	\$3.01
825190	CLIP,BINDER,MED,1.25IN,144/PK	PK	\$15.67
826876	TAPE,CORRECTION,WITEOUT,10PK	PK	\$12.44
827924	DESKPAD MTH RY17 22X17 BLK	EA	\$8.47
837278	BENT,VALUE,8IN,ASST	EA	\$2.29
837584	POST-IT,FLAGS,VALUE PACK,5/PK	PK	\$8.24
841379	Bulk Item Convenience Fee	EA	\$0.01
843796	NOTES,SELF-STICK,OD,12PK,DEEP	PK	\$6.78
844803	ENVELOPE,INTEROFFICE,10x13,100	BX	\$23.31
852262	CARTRIDGE,INK,CANON,CLI-36,CLR	EA	\$13.66
853197	CALCULATOR,DESKTOP,STANDARD	EA	\$2.86
855730	RUBBERBANDS,SZ19,1#	BG	\$2.97
855883	RUBBERBANDS,SZ33,1#	BG	\$2.97
855916	PENCIL,MECHANIC,MEDIUM,36BX	BX	\$9.08
859678	SKILCRAFT,STAPLE,.25",CHISEL	BX	\$1.77
859928	REFILLS,25SHTS,GRN&BLU	PK	\$5.00
865486	PEN,RETRCT,VEL GEL,.7MM,DZ,BLK	DZ	\$5.15
865567	PEN,RETRCT,VEL GEL,.7MM,DZ,BLU	DZ	\$5.15
868313	FILE,WALL,UNBREAK,3 PK,BLACK	PK	\$7.65



871797	WALL,CAL,YR,RY18,24X36,WHT	EA	\$7.58
874949	NOTES,POST-IT,1.5X2,CA	PK	\$11.02
874998	NOTES,POST-IT,3X3,CA	PK	\$23.70
877505	TAPE,CORRECTION,LP,RCYCLD,2PK	PK	\$3.31
879126	ADHESIVE,ADH DOT ROLL,WHT	EA	\$2.97
879363	SCISSORS,NONSTK,8"STR,GY/YW	EA	\$9.85
879370	ENVE SELF-SEAL 9x12 KRFT 1C/BX	BX	\$19.29
879800	TAPE,CORRECTION,WITE-OUT,PN,4PK	PK	\$6.60
880023	WALL,CAL,MTH,RY18,8X11,BLK	EA	\$6.95
882851	SCISSOR,PNTD,ERGO,5IN	EA	\$1.54
882915	MOUSEPAD,BLACK	EA	\$0.75
883741	TONER,HP 81A,ORG LJ,BLACK	EA	\$165.04
888515	BANDS,LTX FREE,#117B,ORG	BX	\$4.11
890051	FRAME,ROSEWD,W/BK,8.5X11	EA	\$7.50
893385	PENCIL,DRAFTING,SHARP,.9MM,2PK	PK	\$6.98
893460	PENCIL,MECH,TWST ERSE,.7MM,2PK	PK	\$4.08
901144	FASTENERS,INTRLCK,CMND A,4PK	PK	\$2.39
902202	NOTEBOOK,1 SBJCT,CLLG RLD,70 C	EA	\$0.45
902909	Double Parallel Fold	EA	\$0.02
908194	STAPLER,DESK,STD,FULL,BLACK	EA	\$13.00
908210	STAPLER,ECON,FULL STRIP,BLACK	EA	\$3.45
908961	COVER,REP,5.5X8.5,2IN,RD	EA	\$2.18
909403	BATTERY,LITHIUM,ENERGIZER	PK	\$2.39
909713	RUBBERBAND,PCG,#117B,7",1#	BX	\$3.37
910422	TAPE,HIGHLAND,MENDING,1/2IN	RL	\$0.98
910430	TAPE,INVISIBLE,3/4"X36YD	RL	\$0.76
911220	DUSTER,OFFICE DEPOT,10oz	EA	\$3.77
911245	DUSTER,OFFICE DEPOT,10oz,3PK	PK	\$20.29
911587	TONER,UF9000,10K YLD,BLACK	EA	\$124.18
911900	CHAIRMAT,VALUE,36X48	EA	\$8.53
912329	PAD,STAMP,#2,FELT,BLACK	EA	\$2.36
913036	DRIVE,USB,STORE N GO,4GB	EA	\$6.56
914097	LABEL,IJ,FILE,WHT,750CT	PK	\$15.29
915128	REFILLS,SLVR FOIL,15SHEETS,BLU	PK	\$5.73
916403	LABEL,LSR,ADDR,WHT,7500CT	BX	\$44.04
916585	CARD,LSR,POST,WHT,100CT	BX	\$11.42



916924	BINDER,DP,WPF PSBD,11X8.5,DBL	EA	\$4.95
917110	DVD+R,4.7GB,16X,100PK SPINDLE	PK	\$14.44
920856	DESKPAD MTH RY17 22X17 BLK	EA	\$6.27
926220	MARKER,MAJOR ACCENT,PINK	EA	\$0.43
933366	DIVIDER,PREM,CPPR,REINF,5CLEAR	ST	\$0.53
933416	INDEX,JAN-DEC,11X8.5,COPR REIN	ST	\$2.57
933515	INDEX,INSERT,11X8.5,CLEAR,5/ST	ST	\$0.77
933531	INDEX,INSERT,11X8.5,CLEAR,8/ST	ST	\$1.06
934315	COVER,PSBD,11X8.5,CLTH,BLK	EA	\$1.03
934331	COVER,PSBD,11X8.5,CLTH,DKBLU	EA	\$1.03
937128	POCKET,FILE,LTR,EXPAND,5.25"	PK	\$7.77
941815	POST-IT,PAD,RECYCLED,1.5X2,DZ	DZ	\$4.17
942917	PLANNER,WK,RY18,6X8,BLK	EA	\$9.05
943860	LABELRND 11/4"DIAGREEN_2020-GG	PK	\$4.29
944280	LABEL,LSR,FILE,BLUE,1500CT	BX	\$17.59
945261	BADGE,NAME,LASER,PLAIN,WHITE	BX	\$38.10
947671	SEALS,2" DIA,GOLD,44/PK	PK	\$1.81
948885	BINDER,WPF PSBD,11X8.5,1"C,DGR	EA	\$3.46
950055	MARKER,CLSC,CRAYOLA,8PK,ASTD	PK	\$1.97
952505	DATER,RECYCLED,1-1/8X1-11/16	EA	\$35.32
952733	PEN,RT,GEL,G2,1.0MM,DZ,BLACK	DZ	\$12.02
954560	DESKPAD,MTH,AAG,22X17,3CL,RY18	EA	\$8.40
955452	DESK,CAL,RFL,DY,RY18,3.5X6,WHT	EA	\$2.33
958033	TAPE,BOOK MENDING 1.5X15	RL	\$3.67
963439	CLIP,BINDER,LARGE,12/BX	BX	\$2.19
963447	PAD,PERF,DKT,8.5X11,CAN,LGL	DZ	\$7.48
963561	LABEL,LSR,ADDR,FLO,YEL,750CT	PK	\$10.36
965232	TAPE,CORRECTION,OD,12PK	PK	\$10.59
966945	CLIPS,PAPER,#1 GEM,100/BX	BX	\$0.19
970443	CERTIFICATE,SERPENTINE,FOIL.12	PK	\$2.99
970450	CERTIFICAT,UNIQ,W/SEAL,25PK,BL	PK	\$1.43
970478	CERTIFICATE,W/SEAL,OPT,25,GRN	PK	\$2.07
970485	CERTIFICATE,OPT,W/SEAL,25,GOLD	PK	\$5.26
976336	DIV,OD,BIGTAB,INS,8T,CLEAR,4PK	ST	\$4.63
976344	divider,index,8tab/4pk,astd	ST	\$4.63
980401	HOMEOWNER RETRACTABLE UT	EA	\$2.78

984560	WIPES,DISINFECTING,CLOROX	EA	\$5.63
988071	PORTFOLIO,KT,PCKT,W/FAST,LGRN	PK	\$2.91
991120	BATTERY,COPPERTOP,D,12PK	PK	\$9.25
994053	CLEANER,DUST-OFF PLUS,10OZ	EA	\$10.06
124781 5	INP HD Nostk VW 1.5 Bndr Wht	EA	\$1.94
137086 3	9V Coppertop Batteries 4pk	EA	\$12.60
137631 7	Folders File Ltr-Size Red	BX	\$9.90
137777 5	Holder,job,tickets	EA	\$1.03
137843 2	Pocket FC Ltr 3-1/2 Asst 5pk	PK	\$5.72
138141 1	MP COLOR 8X11,20#,PUMPKN	RM	\$4.21
138327 4	Panel Clips Asst Trans 20/bx	BX	\$5.87
138396 7	Prem Prong Fast 3.5" 50 Sets	EA	\$4.23
138529 0	Coppertop AA Alkaline 36 pk	PK	\$14.83
138580 3	OD DUR VW 2"BDR SLNT RNG WHT	EA	\$7.19
138590 2	OD DUR VW 1" BDR SLNT RNG BLK	EA	\$3.17
138591 1	OD DUR VW 1"BDR SLNT RNG WHT	EA	\$4.02
138729 7	COVER,RPT,CLR,FRONT,BLK,25PK	BX	\$5.17
138865 6	Procell 9-Volt Alkaline 12 PK	BX	\$15.04
139471 3	Plastic Letter Opener	EA	\$0.26
139478 5	End Tab Fldr str Ltr Man Reinf	BX	\$12.13
139480 3	Rcyl FF Ltr 1/3 Man 100ct	BX	\$9.29

140282 2	nocket Std Ltr 5-1/4 Brn 5pk	PK	\$5.36
361672 3	3/4"X1296" Invisible 12Pk	PK	\$5.74
362443 6	Fastn Fldr Ltr Manila 1/3 50ct	BX	\$9.72
362575 9	2 1/4"X 50'THRM 1/UN	RL	\$1.14
408528 1	Cutless Watershd FF Ltr 100/Bx	BX	\$13.39
683749 9	Value Pk Lrg Bndr Clips 48PK	PK	\$4.52
684113 5	GP Cert Metallic Gold 25ct	PK	\$2.32
684212 5	FOLDER,2POCKET,ASST,24PK	PK	\$2.00
684215 2	FOLDER,2PK,TEAL,25PK	PK	\$2.11
684313 3	FOLDER,2PK,DARK BLUE,25PK	PK	\$2.18
684314 2	FOLDER,2PK,BLACK,25PK	EA	\$2.10
684315 1	FOLDER,2PK,GREEN,25PK	PK	\$2.08

APPENDIX II
CPD, including Promotional Products

SKU	Description	UM	Sell Price
150546	DS B&W 8.5X11 PRINT EMAIL	EA	\$0.030
163061	SS B&W LTR SGLSD, 20# WHT	EA	\$0.022
165828	Lam Pouch LTR 5 Mil	EA	\$1.118
165989	Binding Cover, Clear	EA	\$0.174
166073	Lam Pouch LDG 5 Mil	EA	\$2.094
166185	Binding Cover, Regency	EA	\$0.294
166255	Tape Binding 1-100 pages	EA	\$0.790
166367	Comb Binding 1-125 pages	EA	\$1.290
166493	Coil Binding 1-110 pages	EA	\$1.290
166556	Coil Binding 110+ pages	EA	\$1.390
166633	Drilling, 1-4 holes	EA	\$1.500
166878	Typeset, instore, per min	EA	\$0.600
166899	HAND COLLATE	EA	\$0.030
166955	FS B&W LTR DbISd 20# Wht	EA	\$0.020
166962	FS Color LTR SglISd, 24#	EA	\$0.210
166990	FS Color LGL SglISd, 24#	EA	\$0.210
166997	FS Color LDG SglISd, 24#	EA	\$0.420
167039	FS B&W LGL DbISd 20# Wht	EA	\$0.020
167060	FS B&W LTR SglISd 20# Wht	EA	\$0.022
167067	FS B&W LGL SglISd 20# Wht	EA	\$0.022
167074	FS B&W LDG SglISd 20# Wht	EA	\$0.044
167102	FS Color LTR DbISd, 24#	EA	\$0.190
167109	FS Color LGL DbISd, 24#	EA	\$0.190
167116	FS Color LDG DbISd, 24#	EA	\$0.380
167228	Paper, 110# Index LTR	EA	\$0.045
167249	FS B&W NCR SS 2PRT LTR	EA	\$0.100
167298	FS B&W NCR SS 3PRT LTR	EA	\$0.150
167375	Paper, 20# Pastel LTR	EA	\$0.015
167578	Paper, 24# Brights LTR	EA	\$0.023
167865	Paper, 65# Brights LTR	EA	\$0.053
167942	Paper, 80# Gloss CVR LTR	EA	\$0.132
168572	Paper, 100# Gloss CVR LTR	EA	\$0.162
175538	Paper, 80#, White, Text, LTR	EA	\$0.072
208681	DS B&W 11 X 17 PRINT CLOUD	EA	\$0.050



335488	Paper, 24# LASR White LTR	EA	\$0.020
339278	Cosmic Orange, 65#, Card LTR	EA	\$0.050
354602	DS B&W 11"X17" PRINT USB	EA	\$0.050
419138	Label, Gloss, 1UP, LTR	EA	\$1.194
425181	Blue, 20#, Text, LTR	EA	\$0.020
543985	Paper, 12PT, SUP GLS, LTR	EA	\$0.221
545381	DS COLOR 11 X 17 PRINT CLOUD	EA	\$0.590
676785	SS B&W 11 X 17 PRINT EMAIL	EA	\$0.050
723614	White, 65#, Cardstock, 8.5x11	EA	\$0.050
746882	White, 28#, Text, 8.5x11	EA	\$0.020
751095	Scanning Doc Handler, ea	EA	\$0.150
790662	Lam Pouch LGL 10 Mil	EA	\$2.094
798158	Binding Cover, Clear	EA	\$0.174
798266	Binding Cover, Regency	EA	\$0.294
798473	Coil Binding 1-110 pages	EA	\$1.290
798482	Coil Binding 110+ pages	EA	\$1.390
798626	FS B&W LTR DbISd 20# Wht	EA	\$0.020
798644	FS Color LTR SglSd, 24#	EA	\$0.210
798662	FS Color LDG SglSd, 24#	EA	\$0.420
798716	FS B&W LDG DbISd 20# Wht	EA	\$0.040
798806	FS B&W LTR SglSd 20# Wht	EA	\$0.022
798878	FS Color LTR DbISd, 24#	EA	\$0.190
798914	FS Color LGL DbISd, 24#	EA	\$0.190
798923	FS Color LDG DbISd, 24#	EA	\$0.380
799004	FS B&W NCR SS 2PRT LTR	EA	\$0.100
799058	FS B&W NCR SS 3PRT LTR	EA	\$0.150
799436	FS B&W Tabs, Set of 5	EA	\$0.474
805977	Cutting, Hand, per cut	EA	\$0.100
861383	Folding, Machine Any Size	EA	\$0.010
861747	Stapling Mach Booklet	EA	\$0.110
861775	Stapling Mach per staple	EA	\$0.010
861838	Cutting, Machine, per cut	EA	\$0.350
903233	Stapling Mach Booklet	EA	\$0.110
1075230	Color FS Ltr 80# Cover	EA	\$0.030
1075419	Color FS Ltr GlS Coat CVR 80#	EA	\$0.050
1075428	Color FS LDG 80# Cover	EA	\$0.060
1075437	Color FS LDG GlS Coat TXT 80#	EA	\$0.080

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1075446	Color FS LDG GlS Coat CVR 80#	EA	\$0.100
2084040	FS B&W LTR SS Pastel	EA	\$0.037
2084274	FS B&W LTR DS 20#Wh/3H	EA	\$0.020
2084283	FS B&W LTR DS 24#White	EA	\$0.030
2084292	FS B&W LTR DS Astro	EA	\$0.035
2085525	FS B&W LTR SS 20#Wh/3H	EA	\$0.022
2085624	FS B&W LTR SS 24#Wh/3H	PK	\$0.032
2085723	FS B&W LTR SS Astro	EA	\$0.037
2085822	FS B&W LTR SS Cardstock	EA	\$0.040
2141550	FS B&W LTR DS Pastel	EA	\$0.035
2321838	Padding (min 10)	EA	\$0.330
5530357	Coil Bind Vinyl Cvr 1-40 Pgs	EA	\$2.574
5532202	Drilling-Per Inch	EA	\$0.654
5533372	Roll Lam LTR 3 or 5 mil	EA	\$0.660
5535307	Cutting-Per Ream	EA	\$0.654
5536315	Pouch Lam LTR 3 or 5 mil	EA	\$0.660
5537305	Coil Bind Vinyl Cvr 41-180 Pgs	EA	\$2.814

**APPENDIX III
WORKSPACE FACILITIES**

SKU	Description	UM	Sell Price
135997	TISSUE,ANTI VIRAL,WH	CT	\$49.12
140659	WIPES,DISINF,LL,35CT-3PK	PK	\$7.17
140686	WIPES,DISINF,LL,80CT-3PK	PK	\$10.79
149407	WIPES,DISINFECTING,2PK	PK	\$10.22
149452	WIPES,DISINFECTING,CLOROX,3PK	PK	\$5.86
185432	SANITIZER,HAND,PURELL,ALOE,8OZ	EA	\$6.35
189974	TOWEL,SCOT,HRDRL,1150',6RLS	CA	\$67.14
195343	WASTEBASKET,PLAS,OD,13QT,BLK	EA	\$3.03
214719	TOWEL,ROLL,800',6/CA,NATURAL	CA	\$17.98
237154	WIPES,DISINFECTANT,OD,75CT	EA	\$3.88
242300	BATTERY,COPRTP,AAA,BULK	CT	\$97.02
246480	CUP,FOAM,12 OZ,1M/CTN,WE	CT	\$19.91
287452	TISSUE,SCOTT,FACIAL	CA	\$21.65
319238	CLEANER,WINDOW,CITRUS,32OZ	EA	\$2.05
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$6.46
334952	CLEANER,FLR,NEUT,CON LEM,128OZ	EA	\$19.39
344352	BATTERY,ENERGIZER MAX AA,36PK	PK	\$26.04
355253	SANITIZER,HAND,ALOE,32OZ	EA	\$3.00
365403	CLEANER,BATH,AP,HERBAL,32OZ	EA	\$2.27
411809	TISSUE,BATHROOM,1000SHT,12CA	CT	\$18.47
411809	TISSUE,BATHROOM,1000SHT,12CA	CA	\$18.47
411851	TISSUE,FACIAL,UNSCNTD,WHT,30C A	CA	\$13.09
411855	TOWEL,HRDWND,RL,8X800,WHT,6C A	CA	\$22.39
411890	TOWEL,PPR,MULTIFOLD,WHT,16CA	CA	\$16.26
415151	TOWEL,PAPER,TAS,110SHT,8PK	PK	\$4.88
422469	LYSOL SPRAY,FRESH SCENT,19OZ	EA	\$6.49
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$3.77
458914	BATTERY,AA,ALKALINE,24/PK	PK	\$14.42
468770	TOWELS,M-FOLD,NTRL,4000CT	CA	\$14.31
468815	TOWEL,ROLL,12CA,NATURAL	CA	\$16.47
485156	MOP,COTTON,#24	EA	\$2.87

485732	Mophead,4-Ply Syn	EA	\$3.92
485939	Mophead,#20,CE,4Ply	EA	\$2.57
536366	CLEANER,DSNFCT,WIPES,LMN	CT	\$33.22
536373	CLEANER,DSNFCT,WIPES,FRSH	CT	\$24.31
545316	BATTERY,QUANTUM,AA,20PK	PK	\$14.77
545469	BATTERYCOPPERTOP,AAA,24PK	PK	\$16.99
546273	TISSUE,KLEENEX,NATURALS,36BX	CA	\$49.34
546318	TISSUE,KLEENEX,NATURALS,48BX	CA	\$53.06
547067	SOAP,HAND,SCENTLESS,128OZ	EA	\$10.39
565778	GLOVE,VINL,PF,M,100BX,CLR	BX	\$2.96
566084	GLOVE,LATXEXM,PF,M,100BX,WHT	BX	\$4.94
566143	WASTEBASKET,PLAS,OD,28QT,BLK	EA	\$3.61
579287	BROOM,ANGLE,PROFESSIONAL	EA	\$7.77
581078	GLOVE,NIT,EXM,PF,M,100BX,BLU	BX	\$5.16
581087	GLOVE,NIT,EXM,PFL,100BX,BLU	BX	\$6.40
587463	BATTERY, ALKA, AA, 20	PK	\$10.21
587526	BATTERY, ALKA, AAA, 20	PK	\$14.66
593153	CUP,PERFECT TOUCH,12OZ,1000CA	CA	\$88.30
595347	WATER,NESTLE PURE,8OZ,24CA	CA	\$3.41
602795	TOWELS,BLEACHED,85SH,WE	CT	\$24.57
603170	SANITIZER,HAND,PURELL,8OZ	CA	\$42.54
613964	BUCKET,SPLSHGRD,35QT,COMBO,Y LW	EA	\$37.29
618405	TISSUE,KLEENEX,BOUTIQUE,6PK	PK	\$9.15
620007	WATER,BTL,NSTL PURE LIFE,24/CS	CA	\$6.23
621677	BUCKET,SPLSHGRD,26QT,COMBO,Y LW	EA	\$56.00
622037	REFILL,MOPHEAD,PERMA,LONG NAT	EA	\$5.11
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$13.12
660145	MAT,FLOOR,ANTIFTG2'X3',BLK/WTE	EA	\$21.81
667858	SANITIZER,OD,ALOE,8OZ PUMP	EA	\$1.63
675929	Cloth,Microfbr,16"sq, 12PK	PK	\$6.42
676118	Cloth,Microfbr,16"sq, Yel,12pk	PK	\$7.96
676739	Cloth,Dust,Microfibre,16"sq,G	PK	\$9.59
691148	GLOVE,VINYL,PF,LRG,100BX,CLR	BX	\$2.96
693870	TISSUE,BATH,OD,2-PLY,80/ROLLS	CA	\$33.06

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693870	TISSUE,BATH,OD,2-PLY,80/ROLLS	CA	\$33.06
694185	TOWEL,PAPER,2PLY,30RL/CA,WHIT E	CA	\$21.87
723138	SOAP,ANTIBAC,LT MOIST,OD,7.5OZ	EA	\$1.18
734082	SANITIZER,OD,ORIGINAL,8OZ PUMP	EA	\$1.91
741985	BATTERY,PROCELL,AA,24/BX	BX	\$8.17
750397	WIPES,PURELL,270CT,CANISTER	EA	\$9.08
750773	CLEANER,GEPEROXR,4-2L	CA	\$75.49
751223	FINISH,HARDASNAILS",5GP	EA	\$65.43
756625	2-PLY BATHROOM TISSUE,80ct	CA	\$49.87
765737	COFFEE,GR,CL RS 30.5oz	EA	\$6.88
791378	LINER,HD,38x60,14MIC,NAT,200	CA	\$20.21
792395	LINER,REPRO,40x46,1.25M,BK,100	CA	\$15.45
793877	LINER,COMP,40X46,1M,GRN,100CA	CA	\$72.44
821808	WIPES,DISINFECTANT,CLOROX	EA	\$3.94
824972	FINISH,UNTOUCHABLE SRT,PL	EA	\$86.99
854656	purell prof original	EA	\$18.27
862091	TOWELETTE,CLEANSING	CA	\$25.86
885203	CLEANER,BATH,AP,HERBAL,128OZ	EA	\$8.57
896164	WASTEBASKET,OD,RECYC,28QT,BLU	EA	\$3.67
899440	GLOVE,NTRL,SFSKN,MED	BX	\$11.47
960045	CLEANER,WINDOW,CITRUS,128OZ	EA	\$5.94
984560	WIPES,DISINFECTING,CLOROX	EA	\$5.63
991152	BATTERY,COPPERTOP,AAA,36 CT	BX	\$19.73
1382176	TRANS CAN LINER 38X60 55GAL	BX	\$22.98
1385281	Duracell CopperTop AA Bulk	CA	\$97.02
1385290	Coppertop AA Alkaline 36 pk	PK	\$14.83
1385335	Kleenex Facial Tissue	CT	\$36.98
1388656	Procell 9-Volt Alkaline 12 PK	BX	\$15.04
1388665	Quantum AA 144/CT	CT	\$103.57
1452871	Unlock Floor Stripper	CT	\$68.19
1626715	4in1 Wipes Citrus 35ct	CT	\$29.54
2818990	EXTREME FLOOR STRIPPER	EA	\$57.51
2818990	Extreme Floor Stripper	EA	\$57.51

**APPENDIX IV
TECHNOLOGY**

SKU	Description	UM	Sell Price
111518	SHREDDER,MICROCUT,PAPER,16SH	EA	\$ 85.07
112023	CABLE,POLYCOM,PLANTRONICS	EA	\$ 48.20
115098	Verbatim USB Drive USB flash d	EA	\$ 11.51
117912	V16,HD,PASSPORT,4TB,BLACK	EA	\$ 111.99
124972	DRIVE,USB,ATTACHE 3,16GB	EA	\$ 8.70
143276	HP 24UH 24-INCH LED BACKLIT MO	EA	\$ 107.53
145872	CALCULATOR,84CE,GRAPH,CLR,BLK	EA	\$ 110.97
176928	CALCULATOR,SCNTFC,SLR,TI-30XII	EA	\$ 9.69
179200	Centon DataStick Pro - USB fla	EA	\$ 55.92
193893	Verbatim USB Drive USB flash d	EA	\$ 6.44
209136	DVD-R,SPINDLE,100PK	PK	\$ 14.78
209344	DVD+R,SPINDLE,MEMOREX,100PK	PK	\$ 14.78
218906	PRJCRT,EX5250,XGA,3LCD,EPSON	EA	\$ 415.11
222059	CALCULATOR,DESKTOP,TI-1795SV	EA	\$ 7.86
226289	CRTDG,LTO6 ULTRM,6.25TB RW	EA	\$ 53.94
248584	HARD DRIVE, MPPULT, MTL,1TB,SR	EA	\$ 83.69
248674	HARD DRIVE, MPPULT, MTL,2TB,SR	EA	\$ 111.59
283564	CD-R,80MIN,700MB,52X,PRT,100PK	PK	\$ 12.75
284302	DVD+R,DL,8.5GB,8X,50PK,PINTABL	PK	\$ 22.86
301737	TYPEWRITER,ELECTRIC,KEYS,45	EA	\$ 185.00
303334	SHREDDER,10SH,X-CUT,FELLOWES	EA	\$ 85.00
305703	SHREDDER,30-SHT,CROSSCUT,BLK	EA	\$ 3,240.95
314264	CD-R,VERBATIM,SPINDLE,100PK	PK	\$ 11.84
314928	DVD-R,VERBATIM,100PK	PK	\$ 33.72
326118	USB, Twist Turn,16GB, 2.0	EA	\$ 6.53
326201	USB, Twist Turn,32GB, 2.0	EA	\$ 23.99
326222	USB, Twist Turn,64GB, 2.0	EA	\$ 33.59
326253	USB, Twist Turn,16GB, 2pk	EA	\$ 11.93
330010	HEADSET,WIRELESS,CS510,HL10	EA	\$ 229.07
330073	HEADSET,WIRELESS,SYSTEM	EA	\$ 183.67
330109	HEADSET,WIRELESS,SYSTEM,HL10	EA	\$ 229.07
350188	SHREDDER,10-SHT,CROSS-CUT,63CB	EA	\$ 124.99

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365091	SHREDDER,POWERSHRED MODEL480CC	EA	\$ 2,374.99
393399	SHREDDER,20-SHT,X CUT,C-225Ci	EA	\$ 688.78
398503	CALCULATOR,PRINTING,EL2630PIII	EA	\$ 77.39
410053	WORKFIT-S DUAL	EA	\$ 392.58
410261	SHREDDER,420CC CROSSCUT,PWRSHR	EA	\$ 1,695.99
419790	SHREDDER,20SHT,STRP CUT,C-225I	EA	\$ 586.34
424009	POWERSHOT D30 BLU 12.1MP 5X OP	EA	\$ 318.92
452444	60"LED HDTV,1080p,120Hz,WiFi,S	EA	\$ 947.59
455378	DUAL FULL-MOTION FLEX ARM DESK	EA	\$ 105.73
461287	RECORDER,DM720,SILVER	EA	\$ 123.12
473214	USB,2.0 PRO,4GB,100PACK	EA	\$ 414.27
492840	CALCULATOR,GRAPHING,TI84 PLUS	EA	\$ 97.50
500399	CAMERA,ELPH160,20MP720,SILVER	EA	\$ 117.59
508635	SCREEN,PROJECTOR	EA	\$ 99.93
531475	PORTABLE DVD PLAYER 7IN DISPLA	EA	\$ 50.97
534608	CALCULATOR,PRINTING,MP11DX	EA	\$ 32.29
535784	HEADSET SYSTEM,TELEPHONE,S12	EA	\$ 60.19
541155	SHREDDER,16-SHT,XCUT,PS-79CI	EA	\$ 185.84
541815	SHREDDER,17SHT,CONF CUT,SB99CI	EA	\$ 228.93
546338	SHREDDER,CROSS,3850C,FORTISHRE	EA	\$ 1,799.50
549357	SHREDDER,4-SHT,W/OILER,V260HS	EA	\$ 2,155.19
560844	EPSON,PROJCTR,EX9200	EA	\$ 559.99
587678	LEARNFIT ADJUSTABLE STANDING D	EA	\$ 274.96
597196	DVD-R,4.7GB,16X,100 SPINDLE	EA	\$ 14.44
598488	CALC,HANDHELD,8DGT	EA	\$ 2.04
618033	CALCULATOR,SCIENTIFIC,TI-30XA	EA	\$ 7.48
620308	Centon DataStick Pro - USB fla	EA	\$ 45.72
620650	CD-R,SPINDLE,80 MIN,100/PK	PK	\$ 11.99
620983	1840MX Cross Cut Shredder	EA	\$ 151.96
626151	CANON,PWRSHOT,ELPH 180,SILVER	EA	\$ 106.32
633374	MEMORY,USB,2.0,3PK,16GB	PK	\$ 24.95
642375	DRIVE,USB,STORE'N'GO,8GB	EA	\$ 5.54
646447	HEADSET,MULTI DEVICE,BINAURAL	EA	\$ 248.62

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662621	USB DRIVE,SANDISK,3PK,8GB	PK	\$ 14.24
681678	SHREDDER,20-SHT,CROSSCUT,BLK	EA	\$ 1,545.00
702513	16GB JUMPDRIVE S50 SMALL	EA	\$ 14.39
753863	SHREDDER,CROSSCUT,20SHEET	EA	\$ 105.10
754055	V16,HD,PASSPORT,1TB,BLACK	EA	\$ 69.74
758506	HEADSET,WRLS,SYSTEM,W/LIFTER	EA	\$ 235.63
776321	CALCULATOR,PRINTING,EL-1197P	EA	\$ 61.09
777513	PRJCRT,VS240,EPSON	EA	\$ 322.88
780129	HEADSET,WIRELESS,CS540	EA	\$ 183.59
780219	HEADSET,WIRELESS,CS510	EA	\$ 183.44
780237	HEADSET,WIRELESS,BINAURAL	EA	\$ 201.57
790821	CALCULATOR,PRINTING,HR-100TM	EA	\$ 18.26
800515	FRAMELESS 21.5W9 ANTI GLARE	EA	\$ 38.81
801187	DRIVE,USB,SANDISK,32GB	EA	\$ 28.49
805156	SHREDDER,14-SHEET,MICRO CUT	EA	\$ 945.00
844282	DRIVE,USB,32GB,TURBO,3.0	EA	\$ 17.49
853197	CALCULATOR,DESKTOP,STANDARD	EA	\$ 2.86
915726	EPSON,PROJCTR,EX3240	EA	\$ 314.99
917110	DVD+R,4.7GB,16X,100PK SPINDLE	PK	\$ 14.44
948486	5PK 8GB USB 2.0 FLASH DRIVE	EA	\$ 28.23
948783	WORKFIT DUAL MON KIT	EA	\$ 123.04
959210	SHREDDER,18-SHT,X CUT,C-125CI	EA	\$ 509.62
975674	DIGITAL VOICE RECORDER WS-852	EA	\$ 49.66
3986622	8GB CLIP SPORT MP3 PORTABLE	EA	\$ 56.83

APPENDIX V
SYSTEM FUNITURE AND ACCESSORIES DISCOUNTS

Vendor	Description of Product Solution	Website	Tiers	Dock Delivered Pricing based on Manufacturers Pricer @ Time of Order	Freight Terms
Claridge (Women Owned)	Leader in Visual Display Boards & Cases for Education and Office	https://claridgeproducts.com	\$1 - \$24,999	55.50%	FOB Factory
EKO	High Quality Collaborative and Lounge Products	http://www.ekoontract.com	\$1 - \$24,999	53%	Delivered in the continuous 48 states
Eurotech	Quick Ship Ergonomic Seating Most Items Delivered within 10 Business Days	https://www.eurotechseating.com	\$1 - \$24,999	53.50%	Delivered in the continuous 48 states
Global Furniture Group	Complete offering for workplace, educations and healthcare environments	https://www.globalfurnituregroup.com	\$1 - \$24,999	54.50%	Orders over \$2,500 List Delivered Minimum Fee Under
Grand Rapids Chair	Seating & Tables for Dining & Open Area	http://grandrapidschair.com	\$1 - \$24,999	53%	Delivered in the continuous 48 states
Hi5 (Woman Owned Small Business)	Tables for Classroom, Training, Conference and Collaborative Spaces	http://hi5furniture.com	\$1 - \$24,999	53.50%	FOB Factory
Hirsh Industries	Leading supplier of metal desk and storage products for commercial and SOHO applications	https://www.hirshindustries.com	\$1 - \$24,999	55%	FOB Factory
Hon Company	Leader in MidMarket furniture solutions for the entire office	https://www.hon.com/chairs	\$1 - \$24,999	54.50%	Orders over \$2,500 List Delivered Minimum Fee Under
National Office Furniture	Complete offering for private office as well as collaborative solutions	https://www.nationalofficefurniture.com	\$1 - \$24,999	54.50%	Delivered in the continuous 48 states
Office Master	High Quality and Design Office and Common Area Seating	https://officemaster.com	\$1 - \$24,999	55.50%	FOB Factory
Scholarcraft	Classroom and Modern Learning Environment Furniture	https://www.scholarcraft.com	\$1 - \$24,999	60%	FOB Factory
Office Depot Complete Furniture Vendor List for Ancillary Items	Products to complete or enhance a project		Pricing Quoted to align with Contracted Discounting as possible	Minimum 20% Discount. See Vendor List Provided	Based on Manufacturers Freight Policies

Furnishing that are not included in our coded catalog offering or special order products listed above may be made available under the contract as a special order item to meet specific criteria such as unique finish, fabrics, and sizes. While the discounts quoted are firm, these special order products will be quoted at the time of specification. Inside delivery, Installation or any special terms will be quoted on a job by job basis as required. Additional discounts may be negotiated on larger purchases. Warranty for all manufacturers meets or exceeds industry standards.

Service offered as a component of furniture program	Description	Fixed, flat or Hourly Fee or other measurable Unit Cost	% Discount	America Saves Member Price	Maximum price increase for the below services in percentage from year one to year two and so on for life of contract.
Design Services M-F normal Hours	Interior Design Services	\$75.00 HR	20.00%	\$60.00	4.00%
Architectural Services	See Below	\$150.00 HR	0.00%	\$150.00	5.00%
Furniture Installation	Turnkey furniture installation	Outlined below			National Average
Non Union - Regular	Mon-Fri 7:00AM - 4:00PM	\$55.00 Hr	20.00%	\$44.00	5.00%
Non Union - Overtime	Before 7:00AM and After 4PM Mon-Fri and All day Saturday	\$82.00 HR	20.00%	\$65.60	5.00%
Union - Regular	Mon-Fri 7:00AM - 4:00PM	\$95.00 HR	0.00%	\$95.00	8.00%
Union - Overtime	Before 7:00AM and After 4:00PM Mon-Fri and All day Saturday	\$142.50 /Hr	0.00%	\$142.50 hourly	8.00%
Union - Double Time	Sunday and Holiday	\$190.00 /Hr	0.00%	\$190.00 hourly	8.00%
Monthly Storage	\$45 per rack space	\$1.25 Sq/Ft	10.00%	\$1.25 sq. ft.	10.00%
Inventory	Management of stored product	\$50.00 /Hr	10.00%	\$50.00 hourly	10.00%

**APPENDIX VI
SCHOOL SUPPLY CORE LIST**

SKU	Description	UM	Sell Price
101679	PLAY GROUND BALL 10" RED	EA	\$ 4.72
102231	PAPER,CONST,18X24,BLKGW	PK	\$ 6.05
102240	PAPER,CONST,18X24BLUGW	PK	\$ 5.72
102295	PAPER,CONST,18X24,GW,PINK	PK	\$ 5.72
102339	PAPER,CONST,18X24BRNGW	PK	\$ 3.07
102366	PAPER,CONST,18X24REDGW	PK	\$ 7.21
102641	PAPER,CONST,18X24,GW,LT BLUE	PK	\$ 3.85
102776	PAPER,CONST,18X24,GRN	PK	\$ 6.06
102847	PAPER,CONST,18X24ORNGW	PK	\$ 6.38
102918	PAPER,CONST,18X24,GW,YELLOW	PK	\$ 5.72
102927	PAPER,CONST,18X24,GW,HOLRED	PK	\$ 7.08
102936	PAPER,CONST,9X12,WHT	PK	\$ 0.87
105461	PAPER,CONST,12X18,50/PK,ASTD	PK	\$ 1.58
105470	PAPER,CONST,9X12,GW,ASTD	PK	\$ 1.59
119594	CRAYON,HINGED BOX,CRAYOLA,64BX	BX	\$ 2.89
128772	MARKERS,DRY ERASE,12PK,BLACK	DZ	\$ 4.04
139720	ERASERS,SM,36/BX,PINK	BX	\$ 3.11
139736	ERASERS,LRG,DZ,PINK	DZ	\$ 2.52
173500	PAPER ART WHITE 36 X 1000	RL	\$ 80.29
173518	PAPER ART BLACK 36 X 1000, FLAME RTSD	RL	\$ 71.62
337782	PAPER ARTCRAFT BLACK 36 X 1000,	RL	\$ 55.16
337675	PAPER ARTCRAFT WHITE 36 X 1000,	RL	\$ 50.44
206426	ERASER,CAP,ASSORTED CLRS,72/PK	PK	\$ 0.84
206650	CRAYONS,LARGE,TUCK BOX,8PK,AST	PK	\$ 0.69
207433	PENCILS,7",COLORED,12PK,ASTD	PK	\$ 0.69
207442	PENCILS,7",COLORED,24PK,ASTD	PK	\$ 1.37
229849	PAPER,CONST,LIME,12X18	PK	\$ 2.38
229971	PAPER,CONST,SHKPNK,12X18	PK	\$ 2.67
230102	PAPER,CONST,PURP,12X18	PK	\$ 2.28
230201	PAPER,CONST,PMPKN,12X18	PK	\$ 3.37
230300	PAPER,CONST,12X18,GW,H-RED	PK	\$ 1.58
230334	PAPER,CONST,9X12,HOLIDAY RED	PK	\$ 0.80



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230367	PAPER,CONST,GOLD,12X18	PK	\$ 3.39
230482	PAPER,CONST,WHT,18X24	PK	\$ 4.95
230540	PAPER,CONST,BLK,18X24	PK	\$ 6.76
230565	PAPER,CONST,RED,18X24	PK	\$ 6.73
244639	CARDS,FLASH, PHONICS,55/BX	BX	\$ 2.01
253050	PAPER,FILLER,CR,500SH,16#,WHT	RM	\$ 5.61
269664	SCHOLASTIC TEACHER PLAN BOOK	EA	\$ 12.67
270312	PENCIL,WD CASE, YELLOW,144CT	PK	\$ 8.62
270968	SCHOLASTIC DAILY PLANNER	EA	\$ 3.80
273664	PAPER,CONST,12X18WHTGW	PK	\$ 1.83
273672	PAPER,CONST,18X24,GW,WHT	PK	\$ 3.47
273698	PAPER,CONST,12X18,GW,GREEN	PK	\$ 1.73
273706	PAPER,CONST,9X12,GREEN	PK	\$ 1.56
273896	PAPER,CONST,12X18,GW,RED	PK	\$ 2.24
273904	PAPER,CONST,9X12,RED	PK	\$ 1.46
273946	PAPER,CONST,12X18,GW,BROWN	PK	\$ 2.19
273995	PAPER,CONST,9X12,50SHTS,BLACK	PK	\$ 0.80
274167	PAPER,CONST,12X18YELGW	PK	\$ 1.84
274209	PAPER,CONST,12X18,GW,ORANGE	PK	\$ 1.83
278280	CRAYON,SCHOLASTIC, REG 16CT	BX	\$ 0.60
279744	RULER,Imperial & Metric,12",Wood	EA	\$ 0.40
281744	PENCILS,COLORED,SCHOLASTIC,12P	PK	\$ 1.36
293244	WIPES,CLEANING,SURFACE,100CT	EA	\$ 2.44
293799	NOTEBOOK,SPRL,70S,WD,6P,10.5X8	PK	\$ 3.29
293838	BOARD,POSTER,22X28,25PK,BLK	CT	\$ 21.34
305706	PAD,PERF,8.5X11,OD,12PK,LGL RL	DZ	\$ 6.68
318672	CRAYON,GLITTER,MULTICOLOR,16PK	PK	\$ 1.77
320155	BOOK,CMP,GRPH,4Q,9.75X7.5,100C	EA	\$ 1.29
333036	KLEENEX,FACIAL TISSUE,BUNDLE	PK	\$ 6.46
337998	PAPER,FLR,3HP,WR,500SH,11X8.5	RM	\$ 3.28
338186	PAPER,CONST,12X18,SC,ASTD	PK	\$ 2.67
338210	PAPER,CONST,MGNTA,12X18	PK	\$ 3.20
338236	PAPER,CONST,VIO,12X18	PK	\$ 3.20
338251	PAPER,CONST,SLMN,12X18	PK	\$ 3.37
338269	PAPER,CONST,SALMN,9X12	PK	\$ 1.19
338293	PAPER,CONST,PINK,12X18	PK	\$ 2.20
338319	PAPER,CONST,LTYEL,12X18	PK	\$ 3.26

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338335	PAPER,CONST,LTGRN,12X18	PK	\$ 3.20
338376	PAPER,CONST,SKYBLU,12X18	PK	\$ 2.28
338392	PAPER,CONST,ROYBLU,12X18	PK	\$ 2.28
338434	PAPER,CONST,ORN,12X18	PK	\$ 2.28
338459	PAPER,CONST,DK GRN,12X18	PK	\$ 3.20
338475	PAPER,CONST,BLUE,12X18	PK	\$ 2.28
338483	PAPER,CONST,BLUE,9X12	PK	\$ 1.72
338517	PAPER,CONST,TAN,12X18	PK	\$ 3.20
338533	PAPER,CONST,YEL,12X18	PK	\$ 2.28
338541	PAPER,CONST,YEL,9X12	PK	\$ 1.14
338558	PAPER,CONST,DK BRN,12X18	PK	\$ 4.00
338590	PAPER,CONST,WHT,12X18	PK	\$ 2.20
338608	PAPER,CONST,WHITE,9X12	PK	\$ 1.09
338616	PAPER,CONST,GRAY,12X18	PK	\$ 3.27
338657	PAPER,CONST,BLK,12X18	PK	\$ 2.16
338665	PAPER,CONST,BLACK,9X12	PK	\$ 1.14
338673	PAPER,CONST,RED,12X18	PK	\$ 3.20
338681	PAPER,CONST,RED,9X12	PK	\$ 1.54
338699	PAPER,CONST,YELGRN,12X18	PK	\$ 2.38
341388	WATERCOLOR SET,W/BRUSH,8 ASTD	ST	\$ 2.00
341669	PAPER,NEWSPRINT,PLAIN,8.5	RM	\$ 2.43
341875	PAPER,KRAFT,36"X1000',40#	RL	\$ 60.89
344279	STAPLES,PREMIUM,5000BX	BX	\$ 1.10
347806	PAPER,CONST,9X12,HOLIDAY RED	PK	\$ 2.00
348440	PAPER,CONST,12X18,HOLY,GREEN	PK	\$ 2.75
348583	PAPER,CONST,12X18,HOLIDAY RED	PK	\$ 2.75
366980	PAPER,NEWS,12X18,500PK,WE	PK	\$ 6.83
366987	PAPER,NEWS,18X24,500PK,WE	PK	\$ 13.56
367267	BOARD,TAG,9X12,100PK,MLA	PK	\$ 5.71
367274	BOARD,TAG,12X18,100PK,MLA	PK	\$ 6.51
405472	FILM,PLN COPIER,BLK/CLR,100/BX	BX	\$ 10.07
417573	BANDAGES,PLASTIC,1X3,100BX	BX	\$ 3.64
420549	WATERCOLORS,SET,WASH,CLASS PCK	EA	\$ 34.03
425563	LEAD,PENCIL,SOFT,DZ,TICONDEROG	DZ	\$ 1.93
450073	HAND SANTZR,INSTANT,8OZ,PUMP	EA	\$ 3.77
463687	PAINT,TEMPERA,16 OZ,GRN	EA	\$ 2.48
464560	PAINT,TEMPERA,16 OZ,WHT	EA	\$ 2.16



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464776	PAINT,TEMPERA,16 OZ,BLK	EA	\$ 2.67
464792	PAINT,TEMPERA,16 OZ,BLU	EA	\$ 2.62
464818	PAINT,TEMPERA,16 OZ,RED	EA	\$ 2.16
469734	PENCIL POUCH,FRONT MESH	EA	\$ 1.09
498811	SHEET PROTECT,OD,STD,CLR,100/B	BX	\$ 10.70
502336	MARKER,WASHABLE,BROAD,8CT,SET	ST	\$ 2.43
504928	PENCIL,COLORED,CRAYOLA,12BX	BX	\$ 1.29
536201	WHISTLE,PLASTIC,BLACK	EA	\$ 0.81
542764	PAPER,CONSTRUCTION,12X18,RSPBY	PK	\$ 3.42
571101	GLUESTICK,.32 OZ,12/PK,CLEAR	PK	\$ 2.30
571121	GLUESTICK,.70OZ,6PK,WHITE	PK	\$ 2.15
588349	NOTEBOOK,SRL,5S,180C,CR,11X8.5	EA	\$ 2.88
588367	NOTEBOOK,WIRELS,1SUB,80SHT,WR	EA	\$ 1.35
589113	PORTFOLIO,POLY,FASTENERS,RED	EA	\$ 0.65
595671	SHARPNR,PENCIL,SCHOOL PRO	EA	\$ 53.88
605015	COMPASS,PNCIL,BLUNT PT.,MSRE G	EA	\$ 0.76
614263	PENCIL,WARRIOR,BEROL,MED SOFT	DZ	\$ 2.26
626049	BATTERY,ALKALINE,MAX,AA,24/PK	PK	\$ 13.12
634027	BOARD,POSTER,22X28,25PK,WHITE	CT	\$ 9.39
698325	GLUE STICK,CLASSROOM,30/PK	PK	\$ 6.12
705484	BAND-AID,ADHESIVE,280/BX	BX	\$ 8.04
720461	RULER,W/BNDR HOLES,12",PLSTC,A	EA	\$ 0.40
724594	RULER,OD,12",FLEXIBLE	EA	\$ 0.70
735871	BINDER,POCKET,POLY,5PK	PK	\$ 1.48
738726	MARKER,DRY ERASE,5PK,ASTD	PK	\$ 2.53
764524	AMERICAN FLAG,NYLON 3X5	EA	\$ 24.05
779390	CHALKSTICK,DUSTLESS,12/BX,ASTD	BX	\$ 0.38
821808	WIPES,DISINFECTANT,CLOROX	EA	\$ 3.94
834270	NOTEBOOK,6PK,1SUBJ,COLLEGE RLD	PK	\$ 3.64
892501	SHARPENER,X-ACTO,TEACHER PRO	EA	\$ 36.75
903508	PAPER,KRAFT,36X1000,ROLL,WHITE	EA	\$ 64.02
905739	CALCULATOR,GRAPHING,TI-83 PLUS	EA	\$ 78.41
906035	PENCIL,#2,TICONDEROGA,48BX,YLW	BX	\$ 7.33
908996	SHARPENER,PENCIL X-ACTO Manual	EA	\$ 10.36
947242	CLAY, NON HARDING MODELING, 4 CLR	BX	\$ 1.99
949362	CRAYON,CRAYOLA,3-5/8",16-COLOR	BX	\$ 0.38
950162	CRAYONS,8CT,CRAYOLA	BX	\$ 0.52



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASING

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

951962	PAINT, WATERCOLOR, W/BRUSH, 8/SET	ST	\$	1.12
1397818	INDEX CARD 3X5 RULD WHT 300CT	PK	\$	0.83
2480274	BLUNT SCISSORS 5 INCH 2 PACK	EA	\$	0.66
2480283	KIDS POINTED SCISSORS 5IN 2PK	PK	\$	0.66

APPENDIX VII
ADDITIONAL PROGRAM TERMS

For purposes of this Agreement, “Spend” shall mean County’s paid-for purchases, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, postage, shipping and mailing services, gift cards and warranties, and “Contract Year” shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term.

The incentive(s)/rebate(s) offered hereunder are contingent on County being in compliance with all terms and conditions set forth in this Agreement. To the extent that County fails to remit complete and timely payment on any invoice, Contractor shall have the right to offset any monies otherwise due and owing for rebates/incentives earned against any amounts owed by County due to delinquent County invoices.

1. Annual Spend Rebate. Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an Annual Spend Rebate based on Spend per Contract Year,. Annual Spend Rebates will be paid to County within sixty (60) days of the end of each Contract Year. Payment shall be based on the following rebate tiers:

Annual Spend	Rebate Percentage
\$0.00 - \$150,000.	1% back to \$1
\$150,000.01 - \$500,000.	2% back to \$1
\$500,000.01 - \$1,000,000.	3% back to \$1
\$1,000,000.01 +	4% back to \$1

2. Aggregate

Rebate. If at the end of each Contract year, the annual aggregate Spend of the County and America Saves Program Participating Agencies reaches Thirty-Five Million Dollars (\$35,000,000.), Contractor shall pay an additional one-half of one percent (.5%) rebate to County and each Participating Agency within sixty (60) days of the end of each Contract Year.

- 3. Copy and Print Annual Spend Rebate.** Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an annual Copy and Print Category Spend Rebate. Such rebate shall equal five percent (5%) of Spend during each Contract Year, solely in the category of Copy and Print. Custom imprinted Promotional Products are included in the Copy and Print Category. Applicable Annual Copy and Print Category Spend Rebates will be paid to County within sixty (60) days after the close of each Contract Year.
- 4. Workspace Facilities Annual Spend Rebate.** Provided County is in compliance with the payment terms set forth in the Agreement, Contractor shall pay County an annual Workspace

America Saves Spend

Facilities Category Spend Rebate. Such rebate shall equal two percent (2%) of Spend during each Contract Year, solely in the category of Workspace Facilities. Applicable Annual Workspace Facilities Category Spend Rebates will be paid to County within sixty (60) days after the close of each Contract Year.

5. **Point of Sale Discount.** Provided County is in compliance with the payment terms set forth in this Agreement, County shall receive a point-of-sale discount based on pre-tax order size as set forth in the table below. This point-of-sale discount excludes orders that include inventory that is not stocked in an Office Depot facility at the time of the order, special orders, furniture, technology products, in-store purchases, and services (i.e. assembly and product protection plans). Applicable discounts will be reflected on the corresponding invoice.

Order Size (pre-tax)	Discount %
\$100. to \$199.99	1%
\$200. to \$1,000.	1.5%

6. **Annual Marketing Rebate.** Provided County is in compliance with the payment terms set forth in this Agreement, Contractor shall pay County, an Annual Marketing Rebate of Five Thousand Dollars (\$5,000.), paid to County within sixty (60) days of the end of each Contract Year upon verification of paid qualifying expenses. Qualifying expenses are to be used to offset cost of marketing and promoting the America Saves program. Acceptable marketing methods many include, but are not limited to, trade shows, paid advertising, marketing material printing, association memberships, and charitable event sponsorships, as mutually agreed by the County and Contractor.
7. **Annual Administrative Fee.** Provided County is in compliance with the payment terms set forth in this Agreement, Contractor shall pay County, as Lead Agency for the America Saves Program, an Annual Administrative Fee ("Fee") of one-half of one percent (.5%) of Participating Agency Spend per Contract Year. The Fee will be paid to County semi-annually within sixty (60) days of January 1st and July 1st of each Contract Year.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of a Cooperative Agreement with the City of Orange for the rehabilitation of Lewis Street from Garden Grove Boulevard to Chapman Avenue. (Cost: \$166,555.80) (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to approve a Cooperative Agreement with the City of Orange for the rehabilitation of Lewis Street from Garden Grove Boulevard to Chapman Avenue.

BACKGROUND

The City of Orange prepared a street rehabilitation project for Lewis Street from Garden Grove Boulevard to Chapman Avenue and has offered to improve the approximately one-tenth of the portion that is in Garden Grove. This proposed agreement is for construction costs for Garden Grove's portion of the project. The City of Orange is serving as the lead agency.

DISCUSSION

Staff has reviewed the plans, specifications, and construction estimate of the project and verified the work located within Garden Grove's portion. The project cost for Garden Grove's portion of Lewis Street is estimated at \$166,555.80.

FINANCIAL IMPACT

There will be no financial impact to the General Fund. This improvement is included in the Fiscal Year 2019-20 Capital Improvement Budget and is funded by Measure "M2 Local Fair Share" and Gas Tax funds.

RECOMMENDATION

It is recommended that the City Council:

- Approve a Cooperative Agreement with the City of Orange, in the approximate amount of \$166,555.80, for the rehabilitation of Lewis Street from Garden Grove Boulevard to Chapman Avenue; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modification as appropriate thereto.

By: Nick Hsieh, P.E.
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
COOP AGREEMENT	5/28/2019	Agreement	COOP_ORANGE_LEWIS-GGBLVD.pdf
Location Map	6/6/2019	Exhibit	6-11-19_Location_Map.pdf

**COOPERATIVE AGREEMENT
BETWEEN CITY OF ORANGE AND CITY OF GARDEN GROVE
FOR FUNDING AND CONSTRUCTION OF THE LEWIS STREET IMPROVEMENT
PROJECT**

This **COOPERATIVE AGREEMENT** ("Agreement") is made and entered into this _____ day of _____ 2019 ("Agreement"), by and between the CITY OF ORANGE ("Orange"), a municipal corporation in the State of California, and the CITY OF GARDEN GROVE ("Garden Grove"), a municipal corporation in the State of California (the "Parties").

RECITALS

A. Lewis Street is an existing four-lane secondary arterial street located on the border of Orange and Garden Grove, laying partially in Orange and partially in Garden Grove, as shown in the Project Location Map attached as Exhibit "A" and incorporated herein by reference. Lewis Street runs generally in a north-south direction, and the portion pertinent to this Agreement runs from Chapman Avenue to Garden Grove Boulevard.

B. The Parties agree that Lewis Street is in need of rehabilitation, on portions of the street located in Orange as well in Garden Grove (the "Project").

C. Project improvements will include: 1) traffic control; 2) ADA ramps; 3) asphalt concrete (AC) grinding; 4) AC overlaying; 5) unclassified excavation; 6) AC dig-out repairs with deep lift pavement; 7) adjustment of surface grade utility boxes; 8) covers and vault lids; 9) traffic detector loops; 10) pavement striping; 11) legends; 12) sidewalks; 13) curbs and gutters; 14) alley aprons; and 15) raised pavement markers.

D. Orange has obtained a bid for the Project. Garden Grove has reviewed the bid and agrees with the work to be performed in Garden Grove as well as the contractor's estimated costs therefor. The bid, including the estimate for that portion of the work to be performed in Garden Grove, is attached as Exhibit "B" and incorporated herein by reference.

E. The Parties agree that Orange shall take the lead in managing the Project and that Garden Grove shall reimburse Orange for that portion of the work within Garden Grove according to the provisions set forth herein.

F. Each Party has authorized sufficient funds in its budget to cover the costs of the Project in its respective jurisdiction.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals of fact, the mutual covenants and conditions contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Project Funding Obligations.

1.1 Garden Grove will be responsible for one hundred percent (100%) of the cost for those portions of the Project which occur within Garden Grove ("Garden Grove Portion"), as set forth in Exhibit "B" ("Garden Grove's Costs"). Garden Grove will pay Orange directly, upon invoice and statement of work completed.

1.2 Orange will be responsible for one hundred percent (100%) of the cost for those portions of the Project which occur within Orange ("Orange Portion"), as set forth in Exhibit "B" ("Orange's Costs"). Orange will also be responsible for the cost of the bid preparation, and all costs associated with Project management. Orange will pay the contractor directly and be reimbursed by Garden Grove for the Garden Grove Portion as provided in Section 2.1.

2. Payment Obligation.

2.1 Garden Grove shall pay for the Garden Grove Portion based on its proportionate share of the actual pavement quantities as measured in the field. The contractor shall provide and verify such amounts to the satisfaction of Garden Grove. In the event of a dispute over the pavement quantity allocations, the Parties shall work cooperatively with the contractor to resolve such dispute.

3. Construction Responsibilities.

3.1 Project Engineer. Orange shall act as Project Engineer and be responsible for all tasks necessary to prepare construction plans, specifications and cost estimates in accordance with all applicable criteria from Orange, Garden Grove, the County of Orange, and Caltrans.

3.2 Utility Relocation/Impacts. Orange and Garden Grove shall work together to identify all conflicting utilities within the Project. Orange shall issue all utility relocation request letters or other communications with utilities.

3.3 Project Plans, Insurance & Warranties.

a. Orange has submitted Project Scope of Work and the contractor's bid proposal to Garden Grove for review and approval and Garden Grove has approved said Project Scope of Work and bid proposal. All work completed in Garden Grove shall be constructed per Garden Grove specifications.

b. Orange shall require the contractor to identify the City of Garden Grove as an additional insured with insurance sufficiently broad to the satisfaction of Garden Grove.

c. Orange shall require the contractor to pass through and assign all warranties to Garden Grove associated with the Garden Grove Portion.

3.4 Project Inspection. Garden Grove shall have access to the Project at all times during construction for the purpose of inspection. Garden Grove shall inspect the Garden Grove Portion regularly. Garden Grove agrees to cooperate with Orange on any joint inspections as requested by Orange. Should Garden Grove deem any remedial work to be necessary, Garden Grove shall notify Orange in writing thereof within three (3) business days of inspection, specifically describing the needed corrections and proposed remedial work. Garden Grove shall be solely responsible for any remedial work that is not brought to Orange's attention in accordance with this Section.

3.5 Traffic Control. Traffic control for the Project may require road/lane closures and traffic signal management. The Parties agree that Orange shall take the lead in coordinating traffic control in and around the Project area and Garden Grove agrees to work cooperatively with Orange in traffic management.

3.6 Permits.

a. Orange shall obtain any and all permits required for the Project, including encroachment permits, Caltrans permits, etc.

b. Garden Grove shall issue any required encroachment permits necessary for the Project at no charge.

3.7 Community Notification. Orange shall provide any and all required notification regarding the Project, including business and neighborhood community notifications.

3.8 Contract Change Orders. Garden Grove shall process any contract change orders ("CCOs") that are deemed necessary by Orange for construction of the Project. If CCOs are needed within the Garden Grove Portion, Garden Grove shall review and approve such CCOs and provide a Project liaison, e.g., City Engineer, during construction to coordinate CCO approval. City Engineer shall provide concurrence on CCOs within three (3) business days of Orange's submittal to Garden Grove. If Garden Grove fails to concur with or propose changes to CCO within such time, such CCO shall be deemed approved.

3.9 Project Acceptance. Prior to Orange's acceptance of Project improvements and filing a notice of completion, Garden Grove City Engineer shall review and provide written approval of all Project work. The Project liaison's written approval shall only be withheld for work not completed in accordance with the construction contract documents

for the Project, which uncompleted work shall be identified during Garden Grove's regular inspections as provided in Section 2.4. Orange shall furnish Garden Grove with one set of record drawings for the completed Project and a copy of the filed notice of completion.

3.10 Garden Grove's Obligations Post-Construction. Upon Garden Grove City Engineers' written approval and Orange's final acceptance of the Project, Garden Grove shall assume ownership, maintenance obligations and environmental mitigation responsibilities for the Garden Grove Portion of the Project.

4. Miscellaneous Obligations.

4.1 Time is of the essence in the execution and performance of this Agreement.

4.2 Indemnification & Hold Harmless. The Parties shall indemnify, defend with counsel approved by the other Party in writing, save and hold each of its elected officials, officers, directors, agents and employees harmless from any and all claims, injuries, liabilities, actions, damages, losses or expenses, of every type and description to which they may be subjected arising out of any act or omission of, its employees, representatives, agents and independent contractors in connection with the implementation of the actions described in this Agreement.

4.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment of either Party's interest in this Agreement shall be made without the written consent of the other Party.

4.4 Entirety & Amendments. This Agreement contains the entire agreement between the Parties with respect to the matters provided for herein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties.

4.5 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

4.6 Notices. Notices or other communications which may be required or provided under the terms of this Agreement shall be given as follows:

CITY OF ORANGE
Public Works Department
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Engineer

CITY OF GARDEN GROVE
Public Works Department
11222 Acacia Parkway
Garden Grove, CA 92840
Attn: City Engineer

All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid and addressed as above.

Notwithstanding the above, the Parties may also provide notices by facsimile transmittal, and any such notice so given shall be deemed to have been given upon receipt during normal business hours or, in the event of receipt after business hours, on the following business day. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion shall be deemed not given.

4.7 Governing Law & Venue. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

4.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

4.9 Termination. In the event Orange or Garden Grove defaults in the performance of any of their obligations under this Agreement or materially breaches any of the provisions of this Agreement, the non-breaching Party shall have the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event the breaching Party cures such default within such thirty (30) day period, the election to terminate shall be deemed revoked and of no further force and effect as to that particular default.

4.10 Consent to Breach Not Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

IN WITNESS WHEREOF, each City has caused this Agreement to be executed by its respective mayor and attested by its respective Clerk on the dates written opposite their signatures, all thereunto duly authorized by their City Council respectively.

CITY OF ORANGE,
a municipal corporation

By:

Date: _____

Mark A. Murphy, Mayor

Attest:

Approved as to Form:
ORANGE CITY ATTORNEY

By:

Pamela Coleman, City Clerk

Mary E. Binning, Sr. Asst. City Attorney

CITY OF GARDEN GROVE,
a municipal corporation

By:

Date: _____

Scott C. Stiles, City Manager

Attest:

Approve as to Form:
GARDEN GROVE CITY ATTORNEY

By:

Teresa Pomeroy, City Clerk

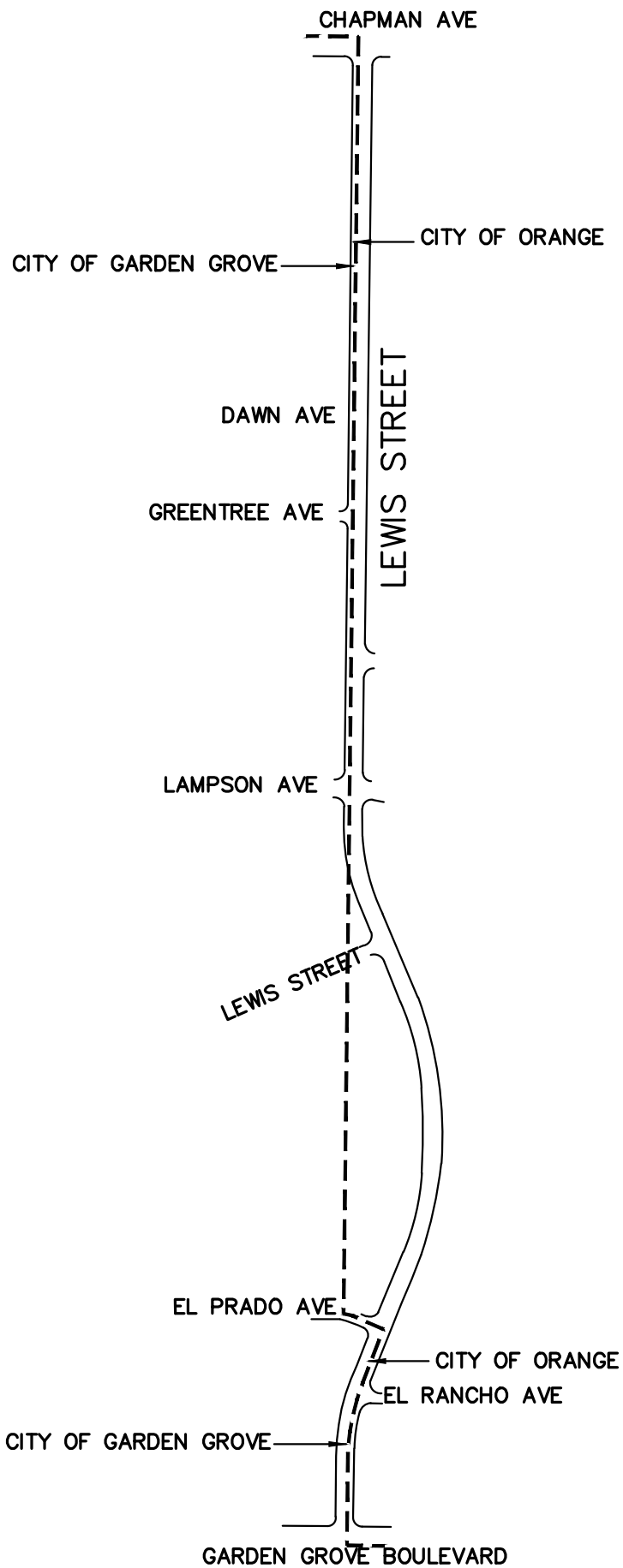
By: 

Omar Sandoval, City Attorney

EXHIBIT "A"

PROJECT LOCATION MAP

[Beneath this sheet]



LOCATION MAP

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Award a contract to Davey Resource Group, Inc., to provide urban and community forestry consulting services for the Urban Forest Management Plan (UFMP) Project. (Cost: \$121,856) (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

The purpose of this report is to request City Council approval to award a contract to Davey Resource Group, Inc. (Davey Resource) to provide professional urban and community forestry consulting services for the Garden Grove Urban Forest Management Plan (UFMP) project.

BACKGROUND

The City received a CalFIRE grant award under the California Climate Investments (The Greenhouse Gas Reduction Fund). The project scope includes: development of a comprehensive UFMP; an update to the City's Tree Ordinance; an assessment of canopy cover; and, provide Greenhouse Gas calculations related to the project's 363 trees to be planted within OCTA Pacific Electric Right-of-Way. The specific planting area is located between Nelson Street and Brookhurst Street (see Attachment 2).

DISCUSSION

In March 2019, staff released a Request for Proposal (RFP) and on the closing date, the City received one (1) completed proposal that complied with the RFP requirements for review from Davey Resource. A review panel consisting of two (2) staff members from different divisions participated in the review process. The proposal received was reviewed based on qualifications, professional experience working on grant funded projects, cost and budget, process, customer service, and problem solving skills and creativity.

Following the review process, it was determined that the Davey Resource proposal met all design criteria requested by the City. Additionally, all reference evaluations from other contracting cities responded with excellent reviews. In May 2019, the selection panel concluded its evaluation and recommended the award to Davey Resource.

The Davey Resource was founded in 1880 and provides a full range of natural resource and utility consulting to commercial, residential, municipal, and governmental entities. Specifically, the Davey Resource has provided services such as tree inventories; tree preservation and protection; urban tree canopy assessment; land cover mapping; urban forestry management planning and software and public education. Based on years of professional experience, service, and the number of projects, Davey Resource qualifies for the project.

FINANCIAL IMPACT

There is no financial impact to the General Fund. The project is funded through the Greenhouse Gas Reduction Fund grant. Included in the total contracted amount, the City will provide a 27% local match with staff time divided amongst Public Works, Planning, and Community Services along with a portion of volunteer time. At the May 8, 2018 meeting, the City Council approved Resolution No. 9498-18 acknowledging the grant request and the City's matching funding commitment.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Davey Resource Group, Inc., to provide urban and community forestry consulting services, in the amount, not to exceed \$121,856; and,
- Authorize the City Manager or authorized designee, to execute the Professional Services Agreement on behalf of the City and to make minor modifications as appropriate.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Professional Service Agreement Attachment 2 Aerial Map - OCTA Pacific Electric Right-of-Way between Nelson Street and Brookhurst Street	5/30/2019	Agreement	City_of_Garden_Grove_Professional_Services_Agreement_Davey_Resource_Group__Inc_for_June_11__2019_CC_Meeting.pdf
		Exhibit	Davey_Resource_Group_Aerial_Map_OCTA_Pacific_Electric_Right-of-Way_for_June_11__2019__Attachment_2.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Davey Resource Group, Inc.** ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval dated _____.
2. CITY desires to utilize the services of CONSULTANT to **provide Urban and Community Forestry Consulting Services for a grant awarded project specializing in an Urban Forest Management Plan. This Plan includes developing a comprehensive Urban Forest Management Plan, updating the City's Tree Ordinance, Tree Canopy Assessment, and Greenhouse Gas Calculations for project related trees.**
3. CITY does not have the personnel to accomplish said services.
4. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish the required services.
5. CITY received the Urban and Community Forestry State funded grant through California Climate Investments (The Greenhouse Gas Reduction Fund) and approved Resolution No. 9498-18 to receive the state funds.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This term of the Agreement shall cover services rendered from date of this Agreement until the services to be provided are completed or unless sooner terminated per Subsection 3.4.
2. **Services to be Provided:** CONSULTANT shall provide urban and community forestry consulting services as tasks specified in the CONSULTANT'S Proposal, which is attached hereto as Attachment "A" and incorporated herein by reference. The Proposal and this Agreement do not guarantee any specific amount of work. CONSULTANT'S warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with customary and usual practices in CONSULTANT'S profession and the standards prevalent in the industry for such services. By executing this Agreement, CONSULTANT warrants that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement. It is understood that

any information to be provided by CONSULTANT is an assessment that shall be considered accurate only at the time of observation. Trees are living organisms that grow, respond to their environment, mature, decline, and fall over time. CONSULTANT makes no representation concerning the effect over time of site distributions, environmental or internal conditions of the trees. It is the sole responsibility of CITY to plan and implement whatever continuing inspection and maintenance programs may be advisable to detect, or mitigate potential hazards that may result from future conditions of the trees that CONSULTANT is being asked to assess.

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

3.1 **Amount.** CONSULTANT shall be compensated for the services provided under this Agreement in accordance with the fee schedule set forth in CONSULTANT's Proposal; provided, however, that total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total compensation payable by CITY to CONSULTANT under this Agreement shall not exceed the total amount of **One Hundred Twenty One Thousand, Eight Hundred and Fifty-Six Dollars and 00/100 cents, (\$121,856.00)**, payable in arrears and billed on a time and material basis. Unless otherwise mutually agreed by the parties in writing, CONSULTANT shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein.

3.2 **Payment.** For work under this Agreement, payment shall be made per invoice submitted by CONSULTANT for work completed. Labor and Expenses will be billed per the attached Fee Schedule and Rate Sheet (Attachment "B").

3.3 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.

3.4 **Termination.** CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination to the other party. If the Agreement is terminated by CITY, then the provisions of this Section 3 shall apply to that portion of the work completed. In such event, CITY will compensate CONSULTANT for work performed to date in accordance with the Proposal. CONSULTANT is required to present evidence to support performed work.

4. **Insurance Requirements**

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

4.2 **Workers Compensation Insurance.** For the duration of this Agreement,

CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.

4.3 Insurance Amounts. CONSULTANT shall maintain the following insurance for the duration of this Agreement:

- a) Commercial general liability in an amount not less than \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
- b) Automobile liability in an amount not less than of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be approved by the CITY, admitted and licensed in California, and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
- c) Professional liability in the amount not less than \$1,000,000 per claim; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self- Insurance maintained by the

CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** Except for licensed work as provided for in CONSULTANT's Proposal, all documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- (a) Address of CONSULTANT is as follows:

**Davey Resource Group, Inc.
1500 N Mantua Street
P.O. Box 5193
Kent, OH 44240-5193**

- (b) Address of CITY is as follows (with a copy to):

**Paul Guerrero
Community and Economic Development Department
Real Property Division
City of Garden Grove
P.O. Box 3070
Garden Grove, CA 92840**

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT's proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a Garden Grove Business License, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Timely Manner of Services.** CONSULTANT's services will be performed in a timely manner consistent with good professional practice and the desire that the Project proceeds as expeditiously as practical; and CONSULTANT will use its best efforts to meet the progress schedule.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of

CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
19. **Indemnification.** Per California Civil Code §2782.8 effective January 1, 2018, with respects to CONSULTANT's performance of professional services, CONSULTANT agrees to indemnify and hold harmless CITY, from and against any and all claims, losses, damages, or liability, of any kind or nature, arising directly out of CONSULTANT's negligent acts, errors or omissions in the performance of professional services under this Agreement. In the event of any claim within the coverage afforded by an industry-standard professional liability insurance policy, then CITY and each Indemnitee shall control its own defense, and at the time of claim resolution, CONSULTANT shall provide reimbursement for cost to defend. However, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. Notwithstanding the previous sentence, in the event one or more Indemnitors is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.
20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.
21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.
22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.
23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties
24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
25. **Limitation of Action.** Any and all actual or alleged causes of action concerning any services rendered pursuant to this Agreement, including without limitation those for indemnification, shall be deemed to have accrued for purposes of any

statutes of limitation or repose as of the date of CONSULTANT's last invoice concerning the Project. Further, in all events the statutes of limitation for such actual or alleged causes of action, including those for latent deficiencies, will be deemed to have run no later than four years after the date of the Project's substantial completion.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

ATTEST:

"CITY"
CITY OF GARDEN GROVE

City Clerk Dated

By: _____
City Manager Dated

APPROVED AS TO FORM:

 5-23-19

City Attorney Dated

"CONSULTANT"
Davey Resource Group, Inc.

By: _____
Title: _____
Dated: _____
Tax I.D.: _____

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

Attachment "A" Scope of Work



Professional Services for Preparation of an Urban Forest Management Plan For Garden Grove, California

Proposal Modified May 13, 2019

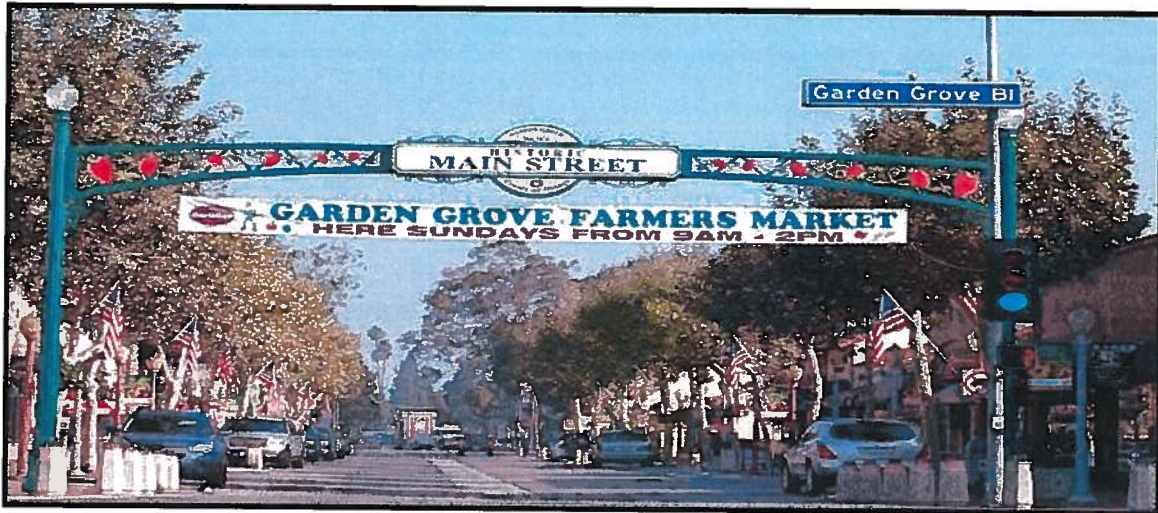


Photo Credit: Garden Grove Chamber of Commerce



Western Region Office

6005 Capistrano Ave., Unit A

Atascadero, CA 93422

Contact: Dorothy Abeyta

(925) 391-5969

Dorothy.Abeyta@Davey.com

Company Headquarters

1500 N Mantua Street

Kent, OH 44240

www.daveyresourcegroup.com

**Professional Services for Preparation of an
Urban Forest Management Plan
for Garden Grove, California**



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Executive Summary

Company Name: Davey Resource Group, Inc. "DRG"
Address: 6005 Capistrano Avenue, Unit A, Atascadero, California 93422
Contact: Dorothy Abeyta
Phone: (926) 391-5969 mobile, (800) 828-8312 office
Fax: 805-461-8501
E-Mail: dorothy.abeyta@davey.com

The City of Garden Grove's commitment to advance its urban forest program aligns with its strategic goals and priorities to develop and sustain a healthy, prosperous community. The environmental, economic, aesthetic and health benefits provided by the regional urban forest enhances the City of Garden Grove's livability, desirability and prosperity. Creating and adopting an Urban Forest Management Plan (UFMP) will serve as a guide for understanding, planning and caring for this important resource. An updated Tree Ordinance will provide the authorization and standards for best management activities. By themselves, neither document can assure that the trees in the City of Garden Grove will be improved or even maintained. By infusing and implementing the two documents as a cohesive unit, the City of Garden Grove will position itself with the structure and tools to attain a healthy, vigorous, and well-managed community forest for generations to come.

Davey Resource Group is a national leader in professional urban and community forestry consulting services. Our staff provides extensive knowledge in urban forest management planning and practices drawn from working with communities across North America. For this project, DRG presents our best team of seasoned professionals. Each person is passionate about advancing urban forestry through community involvement, science and technology. They are experts in GIS and i-Tree analysis, urban forestry best management practices (BMP), and comprehensive management services. Working together on behalf of the City of Garden Grove, the DRG team will provide clarity in the use of technology, Urban Forestry industry standards and BMP's and comprehensive research to formulate an UFMP and complementary tree ordinance that is clear, understandable and can be immediately implemented.

The following proposal outlines in detail the specific methodology and project approach we suggest to develop an optimum comprehensive UFMP. A strong UFMP is one that is uniquely identified with the City and community it represents and serves DRG will listen, guide and provide the flexibility required for the City of Garden Grove to develop a meaningful UFMP. We are delighted to have the opportunity to present the following RFP response to collaborate with the City of Garden Grove.

1. Urban Forest Management Plan Profiles

The following project profiles highlight three recent successful urban forest management plan projects and their relevance to the City of Garden Grove's desired outcomes. Each project was completed in accordance with the fully executed agreement for services between the client and DRG.

References

City of Orange, California (2013 - 2014) - Street Tree Master Plan

Alan Truong, PW Maintenance Supervisor atruong@cityoforange.org (714) 251-1105

The purpose of the City of Orange Street Tree Master Plan (STMP) is to provide a framework for the long term care, enhancement, and preservation of the City's street trees. The Plan recognizes the significant environmental and socioeconomic benefits of street trees and their important contribution to the natural beauty and sense of place that characterizes the City of Orange. This Plan identifies the overarching goal, objectives, and strategies that will guide and optimize street tree management operations and future planning and development. It provides a framework for the planning, installation, and maintenance of the City's public street trees. The overarching goal of the Plan is to maximize the impact and value of the City's street tree resource by creating a more robust urban forest through proper planning, appropriate tree care, and the efficient use of available resources.

This project included a revision of the City of Orange Tree Ordinance, i-Tree analysis, stakeholder and resident outreach, and tree planting palette.

City of Patterson, California (2014 - Present) - Inventory, Software and UFMP

Maria Encinas, Public Works Management Analyst mencinas@ci.patterson.ca.us (209) 895-8061

In 2014 Davey Resource Group was awarded a contract with the City of Patterson to provide TreeKeeper tree management software and training and to complete a city-wide tree inventory. In 2017 DRG was once again awarded a contract to provide data analysis of the tree inventory and develop an Urban Forest Management Plan for the City.

The Plan development process explored community values, existing regulations, and policies that protect community trees. The UFMP will serve as a long-term guiding document for city departments and the community. It examines what the City has, what it wants, what it needs, and how to achieve its goals. Patterson's UFMP will primarily focus on public trees (city trees, open space areas and parks) and will also make recommendations regarding increasing diversity and maintaining optimum canopy coverage for trees on public and private property. The plan will focus on urban forest management goals and objectives for the next 40 years and will identify the City's long term urban forest goals in attainable 3-5 year milestone increments.

Yorba Linda Country Club, Yorba Linda, California (2013) Tree Management Plan

Elliot Webber, Superintendent super@yorbalingclub.com (714) 779-2490

Davey Resource group was awarded the tree inventory contract for the country club during the development of the Course Master Plan. Davey's tree software management system (Treekeeper) was chosen by YLCC to manage the courses urban forest. The tree management plan development process involved a comprehensive review and assessment of the existing tree resource. The tree inventory is continually updated as the course trees are monitored for health, pests and structure by the DRG team. The tree management plan provides a roadmap to successful planning and management of the valuable tree resources on this property.

Additional Related Projects

Davey Resource Group has partnered with more communities nationwide to develop unique, comprehensive, and high quality Urban Forest Plans than any other company. In addition to the above references, the following is a list of other clients in California (clickable links to plans in digital document provided on thumb drive):

Client Location	Year Completed	Urban Forest Master Plan Services Provided By DRG
Woodland, CA	In Progress	<i>UTC Mapping and Analysis, Urban Forest Master Plan</i>
Sacramento, CA	In Progress	<i>UTC Mapping and Analysis, Urban Forest Master Plan</i>
South San Francisco, CA	In Progress	<i>UTC Mapping and Analysis, Urban Forest Master Plan</i>
Merced, CA	In Progress	<i>Inventory, UTC Mapping and Analysis, Urban Forest Master Plan</i>
City of Los Altos, CA	2017	<i>Tree Inventory & Treekeeper software, i-Tree Streets Analysis</i>
City of Atwater, CA	2017	<i>Urban Forest Management Plan</i>
City of Roseville, CA	2016	<i>Inventory, UTC Mapping and Analysis, Urban Forest Master Plan</i>
Mountain View, CA	2015	<i>i-Tree Streets, Tree Canopy Assessment, Community Tree Master Plan</i>
Manhattan Beach, CA	2015	<i>i-Tree Streets, Tree Canopy Assessment, Urban Forest Resource Analysis</i>
Pacific Grove, CA	2015	<i>Inventory, i-Tree Streets, Tree Canopy Assessment, UF Resource Analysis</i>
City of Clovis, Ca	2013	<i>Urban Forest Management Plan</i>

2. Davey Resource Group Personnel

Our proposed teams include project oversight and management, local support, an in-house IT team, and an in-house urban forestry consulting team. All of our field staff, consultants, managers and local support are ISA Certified Arborists. Many of our team specialists also hold higher ISA credentials including Municipal Specialist, Board Certified Master Arborist and the ISA Tree Risk Assessment Qualification (TRAQ) credential. Verification of team member credentials will be provided upon contract award.

Project Management

Emily Spillett, Western Region Urban Forestry Operations Manager joined the Davey Resource Group team in 2001 as a consulting forester. She has seventeen years professional experience working with utility forestry, urban forestry, land use planning, and natural resource management issues. Ms. Spillett currently manages a variety of municipal and utility projects in California, Oregon, and Washington including municipal projects in Palo Alto, Sacramento, San Diego, and other municipalities throughout California and the Western United States. Ms. Spillett leads the team of urban foresters through the unique requirements of consulting projects throughout the West. Ms. Spillett holds a bachelor of science degree in Environmental Forest Biology from the State University of New York College of Environmental Science and Forestry. Ms. Spillett currently serves as Board President of the California Urban Forests Council. She is an International Society of Arboriculture (ISA) Certified Arborist (WE-6702A) and a graduate of the Municipal Forestry Institute. ***(For this project, Ms. Spillett will provide managerial leadership on the project including personnel management, logistical planning, project delivery and cost control.)***

Tina McKeand will serve as the Project Manager for this project and will be the primary contact with the City of Garden Grove. Tina McKeand has managed and contributed to some of the most distinguished urban forestry assessments, management and master plans in the country. Her most recently completed assignments include Urban Forestry Strategic Plans for the cities of Tulsa, Citrus Heights, Manhattan Beach, and Orange County. Previous projects include a *Forestland Assessment and Management Plan* for Anchorage and an *Assessment of Portland Street Trees as a Public Asset* for the Portland Bureau of Planning. She has led Canopy Assessments for the cities of Bonney Lake and Port Angeles, and Advanced Resource Analysis for the State of Montana, Palo Alto, San Mateo, Burlingame, Orange, Clovis, Burlingame, Pasadena, San Mateo, and Tempe. She was a co-author and illustrator for a US EPA project *Stormwater to Street Trees* on the use of stormwater retention strategies in cities across the United States.

Ms. McKeand is a Board Certified Master Arborist and Municipal Specialist (WE-5005BM) and a graduate of the Municipal Forestry Institute. She is the former urban forester for the City of Yuma, Arizona, and has been working for Davey for over ten years. Ms. McKeand is the former president of the Arizona Community Tree Council, a volunteer for the Western Chapter of the International Society of Arboriculture and the Nevada Shade Tree Council.

Urban Forestry Specialists

Allison Serafin joined Davey Resource Group in 2016. Most recently she has been the primary author for Sacramento, CA UFMP and Tracy, CA UFMP. She has supported other projects through writing, editing, and research, including: Denver Green and Gray: Increasing Tree Canopy in Downtown Streetscapes, Boulder, CO UFMP, and Woodland, CA UFMP.

Ms. Serafin is a Certified Arborist (RM-7919A) and Qualified Tree Risk Assessor, with both professional credentialing programs administered by the International Society of Arboriculture. While earning her B.S. in Horticulture from Colorado State University, she worked for Dr. Whitney Cranshaw assisting with research of impacts of systemic pesticides in prevention of Emerald Ash Borer on honey bees and other pollinators, resistance in European Elm Scale, and other horticulture pests.

Additional UFMP Support

Dorothy Abeyta, Project Developer for the Davey Resource Group specializes in urban forestry and environmental resources. Dorothy served as the landscape manager for the City of San José Special Assessment Districts for over 15 years and has vast knowledge of municipal and commercial landscape management, landscape renovation and conversion techniques for environmental stewardship. She managed CalFire grants for the City and currently provides the greenhouse gas calculations for the City of Merced CalFire tree planting reports. Dorothy spent the early part of her career as an independent landscape consultant, writer, speaker and consulting arborist. With over 30 years of experience in the fields of arboriculture, stormwater and landscape management, plant pathology and soil science, Dorothy brings a broad perspective to the field of landscape management and urban and community forestry. Dorothy served on the Board of Directors of the California Urban Forest Council for nine years and president for two years. She graduated in the 2007 class of the Municipal Forestry Institute, holds a Master's degree in Plant Pathology and is an ISA Certified Arborist and Municipal Specialist (WE-9795AM) and is TRACE/TRAQ qualified.

GIS/IT Support

Deborah E. Sheeler, GISP, M.A., is currently the Production Manager of GIS services within DRG. She is a geographic information systems analyst and cartographer with extensive professional experience applying advanced GIS and remote sensing technology to environmental analysis, land use planning, and natural resource management. Her primary responsibilities include supporting the DRG's GIS operations throughout the U.S. and Canada and managing GIS mapping and analysis projects at all scales for utility, urban forestry, and ecological services.

Promoted to a supervisor role in 2006, Ms. Sheeler became the lead GIS programmer for the DRG's custom ArcPad inventory programs and custom Asset Manager Software. She also has experience and knowledge in the field of natural hazards research, AutoCAD®, as well as extensive experience in the utilization, maintenance, and support of mobile mapping hardware and global positioning systems

(GPS). Her daily work involves database and project management, spatial analysis and interpretation, the creation and design of cartographic products through the use of advanced GIS software and managing the development of innovative GIS solutions and services for the DRG.

Prior to joining Davey, Ms. Sheeler was a graduate/teaching assistant at Kent State University where she holds a Master of Arts degree in geography with a concentration in GIS and natural hazards research. She also holds a Bachelor of Science degree in geography from the University of Central Missouri with a minor in earth science. Ms. Sheeler is a member of the Geographic and Land Information Systems (GIS/LIS) Advisory Committee at the University of Akron, American Society of Photogrammetry and Remote Sensing (ASPRS), Ohio Urban Regional System Association (URISA) Ohio Chapter, GIS Users of Northern Ohio (GUONO), and the Kentucky Association of Mapping Professionals (KAMP). She joined the DRG in 1997. (For this project, Ms. Sheeler will provide GIS and mapping services as needed.)

William D. Ayersman, GISP, Geographic Information Systems Coordinator has extensive experience applying spatial analysis and predictive modeling to natural resource issues. His current responsibilities include remote sensing and image analysis, LiDAR analysis, database and project management, and the creation and design of predictive and suitability models. Since 2011, he has been the project lead on all urban tree canopy (UTC) assessment and forestry analysis projects for urban forestry and utility services, including generating custom mapping and reports for transmission right-of-way projects.

Mr. Ayersman plays a key role in the development of Davey Resource Group's innovative GIS tools and solutions, focusing on the urban canopy effects of stormwater, watersheds, and ecosystem cost/benefits analysis. He has experience and knowledge in the field of forestry resource management, cartography, landscape metrics, and spatial statistics. He also has strong interests in the research and development of new spatial analysis procedures, timber stand dynamics, and the ecological impacts of invasive species.

Prior to joining Davey Resource Group, Mr. Ayersman worked as a GIS Analyst for the Natural Resource Analysis Center in Morgantown, West Virginia where he collaborated with WV Department of Natural Resources to obtain goals for a wetland predictive model, conducted watershed and remote sensing analysis, and performed predictive/suitability modeling for invasive species. As a graduate research assistant at West Virginia University, he worked with the USDA Forest Service to design and create a spatial predictive model for the spread of emerald ash borer using GIS as well as a role in applying spatial analysis in order to complete his thesis requirements.

Mr. Ayersman holds a Master of Science degree in Forestry and a Bachelor of Science degree in Forest Management from West Virginia University. He is a member of the Association of American Geographers (AAG), the American Society of Photogrammetry and Remote Sensing (ASPRS), Ohio Urban Regional System Association (URISA) Ohio Chapter, and the Kentucky Association of Mapping Professionals (KAMP). He joined Davey Resource Group in April 2011.

3. Project Understanding

An UFMP serves as a long-term guiding document for city departments and the community. It examines what a city has, what it wants, what it needs, and how to achieve the goals. The City of Garden Grove's UFMP will primarily focus on public trees and will also make recommendations regarding increasing and maintaining optimum canopy coverage for trees on public and private property. The plan will focus on urban forest management goals and objectives for the next 30 to 40 years, and will identify Garden Grove's long term urban forestry goals in attainable 3-5 year milestone increments.

The UFMP will include sections on work programs, policies ordinance, sustainable urban forest management, design, planting, staffing, stewardship, carbon offset, stormwater management, open space and natural resource management public tree inventory and community participation and education. It will serve as a model of urban forest sustainability for the region and is intended to be used by all departments involved in the urban forest. In addition, the UFMP involves the participation of public stakeholders and provides a document that allows them a definitive way to acknowledge the City strategies for Garden Grove's urban forest and find ways to participate in the health and sustainability of the City's trees.

To complete this project DRG will meet with all involved city departments that affect or may be affected by trees, including those that relate to tree maintenance, management and design. DRG will review the City's ordinances, policies, programs, and best management and design practices that relate to trees within Garden Grove. From these assessments DRG will make recommendations and develop a streamlined process and a binding procedure manual that can be used by all city departments. Outreach to key stakeholders will be designed, coordinated and facilitated by DRG with City guidance. All stakeholder interviews will include citizen groups, business owners, non-profit organizations, other government agencies, and educational institutions regarding future urban forest management, best management practices and concerns. DRG anticipates eight (8) to ten (10) meetings with City staff and eight (8) to ten (10) stakeholder interviews. DRG recognizes the number of meetings may increase or decrease at the City's discretion.

The City of Garden Grove has an inventory of public trees which is used to support the preservation and management of community trees primarily in parks and along streets. Inventory data are used to produce a GIS layer that includes vital information about each tree including species, size, condition, and geographic location. DRG will use these data in conjunction with i-Tree Eco benefit-cost modeling software to develop a detailed and quantified analysis of the current structure, function, and value of the community urban forest.

DRG also recommends a canopy coverage analysis based on aerial digital imagery. The Urban Tree Canopy (UTC) assessment is listed with the optional services below. This analysis includes both public and private trees, including open space and natural resource areas. The analysis will provide information to guide the City to set achievable goals to meet an acceptable level of canopy coverage within the region. Additionally, the data can be used to develop a sustainable planting plan with methods and processes in the UFMP to meet Garden Grove's canopy goals for the next 30 to 40 years.

As part of the UFMP DRG will review and recommend updates based on local and regional research to the City of Garden Grove's Street Tree palette and provide recommendations for parks, street side landscapes, trees in natural areas, median spaces and for private homeowners and businesses.

Focused attention to the Pacific Electric line will be made to provide guidance to the volunteer plantings occurring in this corridor. We will recommend which new tree species and cultivars can be introduced into Garden Grove's urban forest to increase diversity and improve the resiliency of the urban forest . In doing so we will identify which species are suitable to the regional growing zone and have the potential to thrive. In addition we will also identify which tree species present problems and should be removed from Garden Grove's recommended tree list.

Community understanding and contribution is essential to quality and effective UFMP. Information from the tree inventory analyses and canopy study will be presented and shared using clear, understandable maps and illustrations in a series of three (3) community outreach meetings. The first two of three community meetings will be used to educate the public about the value and benefits of the urban forest and to gather input; and the third meeting to gain consensus and support from the public for the UFMP.

Throughout the process of developing the UFMP, DRG will consistently engage the City staff in dialogue regarding the outcomes and meaning of the analysis results and the direction of the UFMP. DRG plans to deliver presentations to the Downtown Commission, Planning Commission, and City Council regarding the findings and progress on the project to gather input. A presentation to the City Council for their final approval of the UFMP is included.

UFMP Approach

The development of an UFMP is a comprehensive exercise in collaboration, education, research, and community participation. DRG has completed numerous UF strategic management and master plans across the United States and Canada. Each plan has a different outcome; one that meets the needs of the community for which it was developed. We understand that by creating a plan that is collaborative between the City of Garden Grove, its residents and DRG, a unique road map will emerge incorporating the combined experiences and knowledge of all stakeholders.

The framework of the plan will be generated through a proven methodology of industry adopted goal-setting and research. Research will be both historical and current, and conducted by document examination, personnel, and community input. It will be guided by what the City of Garden Grove team asks DRG to look for, as well as our experience in knowing what to look for. It will result in key components that will lead to stronger connections and engagement of the urban forest stakeholders within the city.

The following description of our approach to this project is based on working with communities and entities we have served both locally and regionally across North America. For the City of Garden Grove, we will address all aspects and phases identified in the Request for Proposal (RFP) to create a clear, understandable and useful UFMP that reflects the vision, needs, culture and environment of the City.

Research and Information Gathering

Kickoff Meeting

We prefer to begin every UFMP project with a kickoff meeting that includes our project manager (ISA Board Certified Master Arborist), project developer, and our urban & community forestry specialists. For this meeting, it is our hope that your critical project team members will be in attendance. This includes not only a designated project manager, but any key personnel that might be interacting with us throughout this process. At this meeting, we will obtain names and contact information from you for projected interview candidates. We also hope to begin the task of an online survey early in the process. For this reason, we would hope that your public relations / marketing personnel could be present as well. We want to be sure that we are following your community culture and protocols from the start of the UFMP process. We feel that communication is critical and this meeting sets the tone for the project.

After the kick-off meeting, DRG begins the process of “fact gathering”. We approach this in five ways:

- Convene meetings with internal and external stakeholders
- Gather critical internal and external documents that will support the UFMP
- Create an online survey for the community
- Conduct community meetings for stakeholder input
- Develop and perform a Canopy study

Resource Development

Resource development is generally weighted towards the governing entity of the urban forest. However, it is important that all stakeholders within the city, region and state become a part of the plan early. Their contributions lay the groundwork and determine the answers to the question, “What do we have?” Based on our experience, we expect to utilize the following documents but we are not limited to these and may explore additional documents as we conduct our research.

- City of Garden Grove general plan
- City of Garden Grove municipal code (tree and zone sections, landscape and planning sections, others as requested)
- The City of Garden Grove Community Services Department Park Master Plan
- Guidelines for Developing and Evaluating Tree Ordinances (Swiecki, T.J., and Bernhardt, E.A. 2001).
- City of Garden Grove public tree inventory
- City of Garden Grove Adopt-A-Tree and Memorial Tree Programs
- Planting specifications (internal and external)
- Guiding documents from the National Urban and Community Forestry Advisory Committee

- Guiding documents from the Sustainable Urban Forestry Coalition including the Vibrant Cities/Vibrant Communities Initiative
- Cal Green (California Green Building Standards Code)
- California Public Resources Code Section 4799.06 – 4799.12 (Urban Forestry Act of 1978)
- California Urban Forest Council: Urban Forest Master Plan Tool Kit
- AB 32 – California Greenhouse Gas Reduction/Climate Change Information (2006)
- Urban Forests Ecosystem Institute (UFEI)-SelectTree
- University of California Cooperative Extension ANR publications
- Various Solar/Photovoltaic/Tree Conflict legislation as it pertains to the Urban Forest
- Other documents that may impact the plan including those of the CPUC, Fire Codes, CalTrans, and CA Endangered Species Act.

Needs Assessment

A needs assessment is a systematic exploration and analysis of "the way things are" and "the way things ought to be." A *need* is not a want or desire, but rather a gap between the current situation and the optimal situation. We consider this first step one of research and information gathering.

To complete this first step, DRG will meet with all involved city departments that affect or may be affected by trees, including those that relate to tree maintenance, management and design. Their contributions lay the groundwork and determine the answers to the question, "What do we have?" We will address with staff the city practices as they relate to the urban forest. Gaps and or inconsistencies in Best Management Practices will be identified and documented.



Stakeholder Interviews

As written documentation is only a portion of our research, we will also obtain lists and contact information for the City of Garden Grove staff, key City supporters, elected officials, and other stakeholders that share an interest and/or responsibility for the urban forest. We will be guided by the City of Garden Grove during this portion. This part of plan development helps to answer the question, "What do we want?"

Having previously conducted many of these types of projects, DRG has developed a methodology for this critically important task. Our process includes developing a standard set of questions that will be asked during these interviews. These questions do not preclude additional discussion that might be pertinent, but they do allow for consistency in research. In addition, if a critical stakeholder's schedule makes it difficult to conduct the interview, an email survey can take the place of a face-to-face interview.

We develop our questions around the following items:

- Protocols and processes
- Use of available tools
- Relationships and conduct for working together (inter and intra-departmentally)
- Reviewing procedures for development applications when trees are involved
- Projects and planning including Capital Improvement projects
- Ordinances that can impact the management and growth of the urban forest
- Conflict, cohesion, and collaborative efforts affecting the urban forest and its stakeholders
- Utility challenges and opportunities

Potential stakeholder interviews can include:

- Urban forest and tree management personnel within the City (both Planning and Maintenance staff)
- Community Development Department (Engineering & Development personnel)
- Public Works personnel that impact the urban forest (Stormwater, Streets, etc.)
- Environmental Education and Sustainability personnel
- Emergency Management personnel
- Risk Management personnel
- Elected officials
- Appointed officials and committee members (Downtown and Planning Commission, Neighborhood Improvement and Conservation Commission, Parks, Recreation, and Arts Commission, Traffic Commission, etc.)
- Key volunteers and supporters

External stakeholder meetings will be similar to the internal stakeholder meetings. They will include a series of questions that are pertinent to the research and the goals of the management plan and will be conducted in person.

We recommend an online survey to gather public input about the urban forest is an optimal tool for gaining an understanding of public sentiment. We will work with the City's public relations department to develop this and upload to the City's website. We can develop media contact to draw citizens to the survey for better participation.

Staff Access/Communication

DRG has established a reputation of providing layers of support and technical knowledge for all of our projects ensuring work is ongoing and consistent. We are accessible and there is always someone to communicate with as the need arises.

That stated, we ask that you support our efforts to help us reach stakeholders that may be necessary for the desired outcomes. We might also ask that you help us gather city documents that are not

posted publicly. Garden Grove's role in this project will be minimal. We will provide bi-weekly reports as to our accomplishments, so you are prepared for what is needed to support a successful project together.

Urban Forest Analyses

Vital information regarding urban forest structure and benefits can be developed using data from an up-to-date tree inventory and the i-Tree Eco software. However, most tree inventory data only contain information regarding public trees. An Urban Tree Canopy (UTC) assessment covers both public and private trees and can be obtained from the use of GIS and aerial imagery. Both of these analyses are important tools to help inform and guide the development of an UFMP.

DRG successfully uses both methods or a combination of the two to deliver the most complete information available. At minimum, we recommend analysis of the street tree inventory with i-Tree Streets. A more in depth UTC analysis of aerial imagery is strongly recommended.

i-Tree Eco

Although i-Tree Streets is still available for use, DRG recommends using i-Tree Eco. i-Tree Eco is the most current available science and is replacing i-Tree Streets.

Understanding the current state of any resource is the key to developing a successful and sustainable management strategy. Analysis of the City's tree inventory will provide valuable information about the composition, relative age, performance, and overall health of the tree population throughout Garden Grove's public right of ways. i-Tree Eco uses tree inventory data to quantify the dollar value of annual environmental and aesthetic benefits: energy conservation, air quality improvement, CO₂ reduction, stormwater control, and property value increase.

Similar to infrastructure such as roads, sewers and sidewalks, street trees, when effectively managed, provide valuable services to urban communities. The i-Tree suite of software tools provide the models necessary for cities to analyze the street trees and assess the value of the services they provide. Knowing that the urban forest doesn't exist in a vacuum, DRG will point efforts toward critical issues that are of concern to Garden Grove such as **stormwater runoff** and **air quality**. i-Tree was developed in partnership with USDA Forest Service, the National Arbor Day Foundation, the Society of Municipal Arborists, the International Society of Arboriculture, Casey Trees and Davey Tree Expert Company.

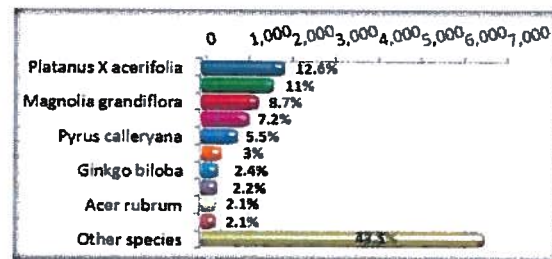
i-Tree Eco focuses on the benefits provided by a municipality's street trees. It makes use of a sample or complete inventory to quantify and put a dollar value on the street trees' annual environmental and aesthetic benefits. i-Tree Eco also describes urban forest structure and management needs to help managers plan for the future. The software assesses different functions of the urban forest such as land cover, stormwater systems, individual or multiple trees at the parcel level, air pollution, carbon monitoring and so much more.

i-Tree Eco is designed to provide accurate estimates of:

- Urban forest structure (e.g., species composition, number of trees, tree density, tree health, etc.), analyzed by land-use type.
- Hourly amount of pollution removed by the urban forest, and associated percent air quality improvement throughout a year. Pollution removal is calculated for ozone, sulfur dioxide, nitrogen dioxide, carbon monoxide and particulate matter (<10 microns).
- Hourly urban forest volatile organic compound emissions and the relative impact of tree species on net ozone and carbon monoxide formation throughout the year.
- Public health incidence reduction and economic benefit based on the effect of trees on air quality improvement.
- Total carbon stored and net carbon annually sequestered by the urban forest.
- Yearly avoided runoff attributed to trees summarized by tree species or land use.
- Compensatory value of the forest, as well as the value of air pollution removal and carbon storage and sequestration.
- Tree pollen allergenicity index.
- Pests risk analyses based on host susceptibility, pest/disease range and tree structural value.

In addition to the environment and health benefits generated by the urban forest i-Tree Streets calculates the following aspects of your tree resource:

- Structure (e.g., species composition, age distribution, canopy cover).
- Function (environmental and aesthetic benefits).
- Value (annual monetary value of benefits and costs).
- Management needs (e.g., recommended maintenance, stocking levels, tree conflicts).



Example of species frequency

i-Tree Model and Field Measurements

Using the full tree inventory data provided by the City of Garden Grove, DRG will proceed to transform the data for use within the i-Tree model. The results from this model will be analyzed by DRG and compiled in a report document. This report will be usable by multiple stakeholders in your community as it will:

- Facilitate planning for the future of the urban forest by detailing the long-term needs of Garden Grove's street tree inventory.
- Describe the costs and benefits of Garden Grove's street trees as they relate to other city activities including stormwater management projects.
- Support policy development at the City, by functioning as a supplemental educational tool for other city departments.

- Provide important measures of street tree performance to guide Garden Grove staff in maintaining a healthy and sustainable municipal forest.
- Allow both the public and city management a definitive way to acknowledge the value of Garden Grove's street trees and uncover ways to participate in the health and sustainability of the City's urban forest.

DRG will provide a questionnaire to the City for additional city statistics that the model requires. Once the model is set up, a DRG urban forestry specialist will analyze and compile the results in a report for the City. The report will use i-Tree Streets to report on the species composition, condition and age distribution, canopy cover and tree replacement values for Garden Grove's urban forest. The report will include an environmental attribute summary consisting of energy saving calculations, carbon dioxide sequestration, air quality improvement, stormwater runoff reduction, aesthetic, property value and socioeconomic benefits of the urban forest.

Community Meetings

Community meetings are important in developing the UFMP. They also support the question, **"What do we want?"** We suggest that a minimum of three take place; two to gather input, and one to show results and create buy-in from the public. With the assistance of the City, we can assure that there is an abundance of opportunity for public input. When conducting the meetings, the DRG follows a very simple and proven plan:

1. Reveal the results of the resource development (i-Tree Eco, Tree Canopy) in simple terms. This includes helping the community understand the value and benefits the urban forest provides in economic, environmental, and social terms.
2. Help understand what might be missing in Garden Grove's urban forest and guide community members to understand what the role of the stakeholders is in growing the forest.
3. Allow the community members to give guided input on what is important to them in the development of the urban forest.



The questions we pose are posted during the meeting and participants have the opportunity to "vote" on the questions. The input is utilized to create community recommendations for the UFMP.

Policy Review & Recommendations

DRG will review and develop recommendations consistent with city goals and policies that provide for growth in internal efficiencies, cost reductions, and limiting liability. Recommendations will also support and promote better communication and coordination among city departments that work within and adjacent to the urban forest (trees), decision-makers, and the community. All recommendations will include applicable costs and responsibilities within the city. Operational recommendations will be supported by Best Management Practices of the ISA, Tree Care Industry Association (TCIA), (of which Davey is a member) as well as ANSI.

Maintenance Recommendations and Schedule

In order to promote good health, safe structure, and longevity, most trees in urban settings require regular maintenance. Needs often vary, depending upon species, the size of the tree at maturity, age, and history among other factors. Appropriate and timely care can substantially increase the useful lifespan of individual trees, promoting greater benefits, managing liability, and reducing long-term cost of maintenance.

DRG will review the City's inventory of trees and segregate the tree population by the urgency of care required. The most immediate maintenance needs will be included as part of the initial priority maintenance cycle. The remaining trees will be addressed in the routine maintenance cycle, which can be designed to meet the specific needs of the City. Routine maintenance cycles often extend over a four to five year period. Ultimately, DRG will outline a simple roadmap for successfully maintaining the community tree resources, providing Garden Grove with pruning and maintenance cycles and alternate work priorities and priority work locations. Additionally, by creating a maintenance schedule, it is possible to reduce the cost to maintain the street tree population over a fixed period of time.

In addition to priority ranking, DRG will develop maintenance recommendations by inventoried trees species. DRG will also develop a general budget to identify associated annualized costs that align with our tree maintenance recommendations.

Removal Criteria

Not all trees are meant to perform well in the urban environment. DRG aligns with the International Society of Arboriculture (ISA) philosophy of "right tree in the right place, for the right reason". Within our UFMP process DRG will review the current recommended tree list and compare it to long-term climate forecast models to project predicted temperature, precipitation and other environmental projections for the next 40 years. We will develop a standard removal criteria for existing trees that addresses climate forecasts, potential negative impacts involving hardscape, utility and view considerations. DRG will develop and recommend clear criteria for tree removal, and implement practices to retain healthy and safe trees for the City of Garden Grove.

Formulate Recommendations

Analyzing the Research

All of the aforementioned resources will be utilized to support and develop a vision for the urban forest. From there, keystones are developed with goals and priority recommendations that support the same principles. This analysis helps answer the questions **“What do we want,”** and **“How do we get there?”**

Through the research, we uncover issues that may include both opportunities and challenges within the urban forest. Issues such as inconsistencies in tree management, conflicts with stakeholder groups, awareness and understanding of the urban forest by elected officials are common findings. Other challenges will arise during the research and subsequent analysis. These issues can lead to recommendations for a more holistic approach to tree management and develop the roadmap for **“How do we get there.”**

Ultimately, the plan will make recommendations based on findings. This points to the final portion of the plan: developing a monitoring and measurement component to determine the effectiveness of the UFMP. This can be a methodical and simple follow-up with assignments for review on an annual basis. Our intent is not to deliver a plan that sits on a shelf and collects dust. Rather, we see the opportunity for Garden Grove to leverage its local and interdepartmental partnerships to create a dynamic response to addressing the needs of the urban and community forest.

After we gather and review the above materials, DRG will develop UFMP goals and standards that address issues related to all public and private trees. DRG will recommend standards to maintaining a healthy, stable, and functional tree canopy, including selection of species that 1) are well adapted and long-lived, 2) maximize tree biomass given each site’s spatial constraints, 3) avoid over-reliance on too few species, and 4) control management costs (pruning, removal, liability). Now is the perfect time to assess the overall condition of the urban and community forest, evaluate the impact of the City’s planting efforts, and plan for the future management of this valuable resource.

Budget Recommendations

Early in the process, DRG will collect information on the operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving the efficiency of work. Within the information gathering process, DRG will review budgets, staffing levels and types, fleet records, equipment, regulatory documents, and other program and operations information. From this information, and input from staff interviews, DRG will create a generalized budget to address the first five (5) years of the UFMP, with 5-10 year incremental estimates for future planning and stewardship. Specifically within addressing budget recommendations DRG will:

- Evaluate the forestry operations and management practices as they relate to personnel, equipment resources, and budgets, with the aim of identifying specific options for improving

the efficiency of work, specifically focusing on support staffing needed to maintain the tree inventory, streamline work request responses, acquiring and maintaining necessary equipment and to implement a proactive maintenance program.

- Analyze Garden Grove’s work request system and procedures for prioritizing work.
- Review municipal regulations and ordinances related to trees and tree plantings with a focus on the permitting process and mandated activities that impact the urban forestry operations.
- Explore the potential for increasing strategic partnerships for operational tasks.
- Assemble a list of specific recommendations for improving the City’s tree management program.
- Prepare budget estimates to achieve the plan’s recommendations.

Department Funding Recommendations

Sustainable department funding is essential to a healthy urban forestry program. As a component of reviewing the City’s urban forestry operations and management practices, DRG will explore sustainable funding strategies for the department. Interdepartmental efficiencies will be addressed, as will external funding opportunities. Additionally, with our nationwide presence and experience, DRG can also offer input that may include unique practices and funding mechanisms that may not be in practice in California. For all considerations, DRG will present relevant comparisons and provide recommendations for the City of Garden Grove.

Policy Alignment and Consistency

During the operational review, DRG will evaluate the many components of Garden Grove’s urban forestry program. Our review will provide a summary of existing conditions, identify strengths and areas for improvement, and ultimately suggest goals, guidelines, and rationale that, once adopted, will serve to standardize and optimize the community’s forest management program and its arboricultural practices.

DRG will assemble a list of specific recommendations for improving the City’s tree management program, including ways to align with and carry out the recommendations within the City’s General Plan, the Planning Department and other city departments.

Project Review

The final project review begins with the submittal of what we refer to as a 100% complete draft. This is a highly collaborative process where the City and DRG will review all plans, goals, and recommendations developed. Once Garden Grove’s team provides their feedback on the complete draft and we reach consensus on the final elements to be included in the plan, we transition into the graphic design phase of the document.

Our urban and community forest management plans have been designed utilizing a modern appearance and visually pleasing palette that includes a well balanced combination of a narrative

document, tables, images, and maps to share and convey the critical information necessary to achieve your objectives. We intend to utilize not only one of our current urban and community forestry specialists to help design the document, but we also work with a graphic designer to assist in the final layout and design.

Design and deliverable concepts can vary. One concept is to break down the actual document into booklets that can be housed together as one document or stored in a binder and removed for certain projects or specific uses. Another concept is to bind the document completely with sections tabbed for ease of use. The document can be any size, including 11x17. A third concept is to link the document back to an action plan and goals list that can be literally “checked off” as recommendations are achieved. The plan will be designed with a number of audiences in mind. It will be available both in color for Web applications (with dynamic links) and attractively designed in black and white for printing if desired.

Project Deliverables

Urban Forest Management Plan

We are committed to delivering a management plan that is dynamic and useable, incorporates tree management policy, and supports the vision and goals for the City of Garden Grove. Your plan will be formatted for a variety of uses including:

- A tool for planning for the future of the urban forest as it integrates into Garden Grove’s vision for a sustainable future.
- It will assist personnel in budgeting, staffing, and other operational aspects. In addition, it will give staff a tool for coordination on projects both internally and externally, including capital projects.
- The document(s) will support planning policies both internally and externally and speak to both stakeholder groups.
- Urban forest personnel will have a tool that will support their efforts to maintain a healthy and sustainable municipal forest.
- Public stakeholders will have a document that allows them a definitive way to acknowledge the strategies for Garden Grove’s urban forest and find ways to participate in the health and sustainability of the City’s trees.

The document will be narrative text authored by two seasoned project specialists. It will incorporate sections on Program, Policy (including an updated Tree Ordinance), Management, Design, Planting, Tree lists, Maintenance, Staffing, Public Tree Inventory, Community Participation, and Education. All of those components will lead to plans and goals that will be easily recognizable and achievable. We will incorporate all of our findings from meetings, interviews, and online surveys.

Greenhouse Gas Calculations

Davey Resource Group staff has provided the greenhouse gas calculation for several municipalities in California to support CalFIRE grant reporting. CalFIRE requires quarterly updates on grant related activities including tree planting efforts. DRG receives the tree planting data from the grantee on a quarterly basis and provides the necessary information for the greenhouse reduction reporting

required by CaFIRE. DRG has assisted the cities of Merced, Novato, Santa Cruz, Morgan Hill, Rancho Cordova and others by providing this service.

Urban Tree Canopy Assessment

Approach

DRG believes that innovations are what allow us to be the leading tree company in the United States. Ninety percent of our most recent UFMP projects have been supported by canopy analysis data, and have relied heavily on that data to guide the development and final design of the best UFMPs. In addition to the GIS data and analysis resulting from a canopy assessment, the GIS data we deliver to the City will be valuable as a long range planning and analysis tool. The applications for this data will be useful not only for the development of the UFMP but for broader applications across other city departments and regional interests.

Identifying canopy cover, as a measurement tool for healthy communities is fast becoming the norm across the United States. Measuring canopy can be utilized as a climate change tool, social equity understanding, and an economic tool. Canopy defined by an I-Tree Streets Analysis of the tree inventory available is calculated without the use of overhead imagery and only includes public trees within the inventory. An urban tree canopy analysis (UTC) can support an urban forest program by setting a baseline for canopy coverage of all trees within the city limits. From there, the increase in canopy can be measured in time increments to check progress. This is one measuring tool that is tangible and fairly accurate to determining the growth of Garden Grove's urban forest. Understanding where changes have occurred allows us to explore additional patterns and trends, greatly increasing the amount of useful information for the City to consider for addressing strategic tree plantings, equality, justice, and other issues pertinent to planning and creating a welcoming and just city.

A key step to protecting and enhancing a community's urban forest is developing land cover strategies that are supported by critical information like an urban tree canopy (UTC) assessment. This is accomplished by first quantifying a community's current percentage of UTC and other land cover. In addition to establishing the location and extent of existing canopy cover, it is important to evaluate additional metrics, including:

- Ecosystem benefits provided by the existing tree canopy
- Consideration of different models for estimating the cost and value of increasing canopy and projecting future ecosystem benefits.

Methods

The most detailed and comprehensive approach includes completing a full land cover extraction. DRG will obtain the most current National Agricultural Imagery Program (NAIP) leaf-on 1 meter aerial digital imagery acquired by the U.S. Department of Agriculture to provide the most up-to-date land cover extraction. We utilize the NAIP 4-band orthoimagery on a majority of our past and current tree canopy projects, taking advantage of the near-infrared band for a more accurate extraction.

Every project and imagery is different and the results vary depending on the area of interest (urban or rural), the type of imagery (multispectral, natural color, or panchromatic), the date and time the

and designation (e.g. citywide, parks and open space, land use, zoning, improvement and redevelopment areas, neighborhoods, subdivisions, flood zones, etc.). This comparison of canopy cover with land designations will become a primary resource for recommendations and goals for the Garden Grove community forest. DRG will analyze the "Possible UTC" as determined by the US Forest Service to identify methods for increasing canopy. "Preferable" planting sites or suitable sites will also be determined based on selected criteria for all involved stakeholders that may be affected by trees and that relate to the tree maintenance, management, and design.

Land cover summaries for the entire city will be analyzed. Additional boundaries such as neighborhoods, census tracts, watersheds, council districts, homeowners associations, etc. can also be assessed pending data availability. Summaries for each of the five classes and potential planting area will be calculated during this procedure.

Building on our remote sensing and GIS analysis experience, DRG has developed a comprehensive working knowledge of i-Tree and its many applications. From identifying the initial land cover data to mapping and graphing actual ecosystem services for the City of Garden Grove, DRG will utilize the tree canopy percentage from the land cover analysis to calculate **ecosystem benefits** for air quality, carbon, and stormwater using i-Tree Software (i-Tree Canopy and i-Tree Hydro, specifically).

Based on this understanding of the canopy coverage and distribution, a **priority planting plan** will be developed for the City. While the final UTC-based planting plan analysis parameters will be decided by the City with input from DRG, the following information will be used at a minimum and as a basis for creating the planting plan and prioritizing target planting areas within the project area per the stated objectives of reducing heat islands, reducing flooding and mitigating stormwater, and maximizing ecosystem services and providing equal access to all citizens:

- Socio-demographics and population density per Census Tract
- Proximity to surface waters and impaired waterways
- Topography, flood plains, and soil types
- Public/private ownership
- Linkages to greenways and other forest resources
- Stormwater problem areas
- Mitigating urban heat island effect

We will utilize current baseline percentages from the UTC assessment to generate possible planting scenarios. This will allow us to estimate future tree plantings to attain a canopy goal, allowing Garden Grove to set the desired canopy cover percentage increase based for specific land use categories. We will report on the feasible number of trees that can be planted within the available planting space and vice versa, estimating budget implications and accounting for the number of trees plantable by crown size. This will include graphs for the existing and projected UTC results, the number of trees within the plantable space, and the estimated cost of planting.

DRG strongly recommends utilizing geospatial analysis to generate the best information for the Planting Plan. The GIS analysis places a point for each tree planting site and provides important decision-making information about each site (e.g. tree canopy size, demographics of site, environment, etc.). Approximate numbers and tree size suggestions are included for each prioritized area with an

emphasis on maximizing the population of large canopy tree species. Tree size assignment results prioritize large tree planting, over medium size trees and medium sized trees over small size.

The figure below illustrates the GIS data layer and associated attributes of a prioritized planting plan. Tree planting areas can be viewed or used as polygons or as points for planning purposes depending on the level of detail required. When viewing either polygons or points, the attribute table will indicate whether the species recommended for a given area is a small, medium, or large tree. The attribute table will also include information organized by identified geographical areas. Those geographical areas identified by Garden Grove may include land use, council district, DAC, high pollution zone, priority level, and/or urban heat island.

Additional Urban Forest Analyses Options (not included in RFP)

The following services are not necessary to meet the City of Garden Grove's needs as stated in the RFP yet they are worthy of consideration based on their value as a method of graphic communication and as a tool for additional City assessment and planning. Because these items are not critical for the services identified in the RFP, these analyses are included here.

OPTION: Urban Tree Resource Analysis and Cost Estimator (UTRACE) Tool Developed by Davey Resource Group, the Urban Tree Resource Analysis and Cost Estimator (UTRACE) tool utilizes current baseline percentages from the UTC assessment to generate possible planting scenarios. The tool is aimed at estimating future tree plantings to attain a canopy goal, allowing a user to set the desired canopy cover percentage increase for the entire project area or specific land use categories. The tool allows the user to determine the estimated number of trees biophysically feasible to plant within the available planting space and vice versa, estimating budget implications and accounting for the number of trees plantable by crown size. UTRACE also generates graphs for the existing and projected UTC results, the number of trees within the plantable space, and the estimated cost of planting. The custom calculator is fully adjustable and will allow the client and regional partners to plan and consider additional planting strategies as conditions change or priorities shift.

OPTION: StoryMap DRG can capture and share Garden Grove's UFMP in an effective visual presentation. StoryMap is put together through a fusion of text, data, and images to detail project findings. Using StoryMap technology, the City of Garden Grove will have the means to showcase the UFMP process to the public in a simplified manner that allows for understanding and learning. This link will take you to a StoryMap Davey created for the City of Cleveland. It's best reviewed in Chrome.
<https://gis.davey.com/CommunityReleaf/Cleveland>

OPTION: Forest Fragmentation - Urban forests provide numerous environmental and socio-economic benefits, but the benefits to wildlife may not always be fully appreciated. The overall health of the urban ecosystem depends highly on the ability of the trees, plants, wildlife, insects, and humans to interact collectively as a whole. A key factor in declining urban health is urban build-up and sprawl, which can lead to the removal and decrease of canopy across a community. Often this effect causes canopies to be fragmented and leads to the degradation of ecosystem health, which in turn leads to a decline in habitat quality and canopy connectivity. This decline results in changes and imbalance to microclimates and increases the risk and susceptibility to invasive species. Fragmentation is a serious

issue that affects almost all urban forests. Using this as a focal point, the community can get a better understanding on the degree of fragmentation of the forest and an understanding of how to address the issue.

OPTION: Socio-Economic and Demographic Analysis - Davey Resource Group can provide an analysis that relates current UTC to socio-demographic and economic data for the city. Data from the most recent census will be aggregated for census tracts and/or blocks groups to determine trends and correlations. This data can be used by the City to prioritize results of the UTC analysis even further. Examination of socio-demographic and economic data can chart positive and negative correlations to the percentage of UTC within the given tract or block group. Data will be assessed on the city level, planning areas, and census tracts.

Typical analysis includes:

- Canopy % vs. median household income
- Canopy % vs. population density
- Canopy % vs. ethnicity
- Canopy % vs. age group
- Canopy % vs. education
- Canopy % vs. poverty rates/unemployment
- Canopy % vs. building value/age

If tree canopy equity or social justice issues are present within the community, this analysis can help identify areas of the community that are underserved. Greater attention can be placed on these areas within the plan to alleviate environmental justice issues. By signaling these deficiencies in tree canopy cover, the City can take steps to ensure that all citizens have equal access to trees.

OPTION: i-Tree Hydro Stormwater Pollution Assessment - Using i-Tree software, DRG will identify the amount of pollutants in stormwater runoff that are generated. Historical data will be analyzed to get the average pollutant runoff within the city limits. This could be essential later on when determining water quality measures and setting goals focused on stream restoration or preservation. Estimated average annual pollutant runoff for total suspended solids, oxygen compounds, phosphorus, nitrogen, and other pollutants will be reported. This is an additional step to the stormwater runoff evaluation. This report will detail the amount of pollutants captured and filtered by trees, which supplements the importance of trees and how they factor into stormwater contribution in terms of water quality.

4. Process and Timeline

Because this is a granted project, and there are deadlines that coincide with the grant, we understand the importance of timeliness. Our experience analyzing large datasets and creating urban forest management, master, and strategic plans, DRG methodology is proven, and we can commit to meeting Garden Grove's desired deliverables within its expected timeframe. We are prepared to begin work within fourteen (14) days after the contract has been awarded and approval by the City Council is received.

DRG can guarantee the City of Garden Grove an UFMP process and timeline that will not be interrupted or delayed due to unforeseen personnel issues. If a DRG staff member experiences an unforeseen problem, we have the ability to replace that team member with another Davey staff

member with similar professional qualifications and expertise. Garden Grove is assured uninterrupted service from DRG.

The estimated timeline is based on the City's request to complete the project within a two-year time frame. DRG will work with the City of Garden Grove staff to develop a firm timeline once the final scope of work has been determined and approved. The approved timeline will include scheduling of the community outreach and engagement component as well as the tree inventory analysis and the canopy study. The tasks/phases likely will not run consecutively without pause, however we are confident we have the ability to move this project forward in a timely basis to meet the needs of the City of Garden Grove.

Urban Forest Management Plan Schedule																								
Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
1 - Kickoff																								
2 Stakeholder Interviews and program/ordinance review																								
Document Review																								
Ordinance Review & Recommendations																								
Internal Stakeholder Interviews (8-10)																								
i-Tree analysis																								
Identify Key Issues and Challenges																								
3: Public Meetings																								
Community-at-Large Workshops (3)																								
City Council meeting (1)																		TBD						
Downtown Commission meeting (1)																								
Planning Commission meeting (1)																								
4: Community Engagement																								
Community Advisory Committee Meetings (4)																								
Develop posters, flyers, handouts																								
Online survey																								
Public Service Announcements																								
5: Master Plan-Drafts/Formatting/Imagery																								
Formulating Recommendations																								
Draft #1 - Table of Contents																								
Draft #1 Review (City)																								
Draft #2 - 80%																								
Draft #2 Review (City)																								
Draft #3 - 95% formatted with graphics																								
Draft #3 Review (City)																								
Final Plan																								
6: Greenhouse Gas Calculations for 363 newly planted trees																								
7: 5-Land Cover Classes - Spatial Representation of Tree Canopy Cover																								
Analysis of NAIP leaf-on 1 meter aerial digital imagery																								
8: Land Cover Metrics - Analysis of Canopy Cover																								
Area and percentages of canopy cover calculated																								
9: Urban Tree Canopy Report and Maps - Summary of Analysis																								
10: Training and Guide Manuals for City Department Managers																								
Department Level guide Manual																								
Half-day On-Site Managers' Training																								

5. Project Budget

Task	Description	Cost
	Kickoff Meeting	
1	In person meeting on site between DRG Team and Garden Grove staff (designated project manager and any key personnel). DRG will obtain names and contact information for projected stakeholder interviews, begin the task of gathering important files to review (tree ordinance, access to tree inventory, general plan, etc.), and review project scope and timeline.	\$4,291
	Stakeholder Interviews and program/ordinance review	
2	The regulatory and operations review includes 8 to 10 stakeholder interviews on site. Interviews may be individual or group interviews to gain insight into processes, procedures, staffing levels, and budgets. Relevant tree related documents, policies, processes and procedures will be reviewed and recommendations for revisions provided. i-Tree analysis of the street tree inventory will be completed and a report provided on the findings.	\$28,031
	Public Meetings (6 total)	
3	Community-at-Large (3) (two workshops to show results of the tree inventory and canopy study and gather input on what the community wants; one community meeting to show results of Plan and create buy-in from the Public), Formal Public Presentations of the Plan: (one presentation of the plan to the Planning Commission and one to the Downtown Commission, and one presentation to the City Council. The formal presentations to Commissions and City Council are typically made after the Plan is nearing the final stages of completion.	\$19,633
	Community Engagement	
4	Work with staff to form a community advisory committee (CAC). Facilitate and attend 4 CAC meetings coinciding with the weeks prior to major outreach events and plan drafts. Facilitate discussion of problems or challenges to areas of study, and strategies for engaging residents, in particular, underrepresented residents. Develop outreach survey, flyers, posters, and service announcement about UFMP. Monitor survey results and incorporate into plan.	\$12,314
	Master Plan-Drafts/Formatting/Imagery	
5	Provide Table of Contents for staff review and approval. Create 80% draft (loosely formatted and with limited graphics) for staff review and comment. Incorporate comments, format with graphics and submit 95% draft for staff review. Make final changes. Provide electronic copy for color printing, a version for website publication and a version for B/W publication.	\$27,410

Greenhouse Gas Calculations for 363 newly planted trees		
6	City staff will provide the following information for each tree planted as part of the grant: Tree species; Size of tree at planting (stem caliper); distance and direction to the nearest building (optional); Sun exposure; Estimated mortality (optional); Street address or location identifier. DRG will calculate (in units and associated dollar values) for the grant cycle on a quarterly basis: Greenhouse Gas (GHG) sequestered and avoided (owing to reductions in energy use); Energy conserved; Air pollutants captured and avoided; Stormwater filtered; Tree aboveground biomass. Information will be provided in an Excel spreadsheet format.	\$6,000
7	5-Land Cover Classes - Spatial Representation of Tree Canopy Cover Extraction of data from aerial imagery for coverage of 5-Land Classes: Trees, low vegetation, impervious surfaces (roads, parking lots, rooftops, etc.), water and bare soil.	\$11,647
8	Land Cover Metrics - Analysis of Canopy Cover Area and percentages of canopy cover calculated for each land use type and designation (e.g. citywide, parks and open space, land use, zoning, improvement and redevelopment areas, neighborhoods, subdivisions, flood zones, etc.).	\$1,765
9	Urban Tree Canopy Report and Maps - Summary of Analysis Stand-alone report covering the analysis (including maps) of the Urban Tree Canopy Assessment.	\$7,465
Department Manager Half-day training and Guide Manual		
10	This half-day training will include a reference guide for managers to the changes to City policy and procedure. The training will include instruction on how to use the City Urban Forest Management Plan, how to keep it up-to-date, and how to field questions from the Public.	\$3,300

Project Investment NTE \$121,856

6. Fee Schedule for additional GIS Options

Optional Deliverable	Description	Cost
UTRACE	Canopy Goal Calculator	\$1,118
Socio-Economic/Demographic	Analysis of Canopy Equity	\$3,824
Priority Planting	Mapbook or target planting areas	\$ 3,294
StoryMap	Web Based Presentation of UFMP Process https://gis.davey.com/CommunityReleaf/Cleveland	\$ 7,647
i-Tree Hydro	Stormwater Pollution Assessment	\$1,765
Forest Fragmentation	Analysis of Ecosystem Function	\$ 1,118

7. Hourly Rates

Key Personnel	Position	Hourly Rate
Tina McKeand	Project Manager	\$ 125
Dorothy Abeyta	Project Developer/Municipal Specialist	\$ 110
Allison Serafin	Urban Planning Specialist	\$ 95
Will Ayersman	Lead GIS Analyst	\$ 105

8. Contract Amendment

Davey Resource Group, Inc. accepts the statement of work listed in this RFP and the City's requirements for professional services agreements including, but not limited to, insurance requirements, indemnification, licensing requirements, representations, warranties, and certificates that are presented herein. Davey Resource Group requests the addition of the following language to the indemnification clause of the contract:

“Any information to be provided by CONSULTANT is an assessment that shall be considered accurate only at the time of observation. Trees are living organisms that grow, respond to their environment, mature, decline, and fail over time. CONSULTANT makes no representation concerning the effect over time of site distributions, environmental or internal conditions of the trees. It is the sole responsibility of CITY to plan and implement whatever continuing inspection and maintenance programs may be advisable to detect, or mitigate potential hazards that may result from future conditions of the trees that CONSULTANT is being asked to assess.”

9. Certificates of Insurance

Certificates of Insurance cover DRG, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels required by the City of Garden Grove. Certificates will be provided within ten (10) business days of contract award.

10. Disciplinary Actions and Lawsuit History

No pending or settled lawsuits or professional liability claims in which the consultant was involved during the past ten (10) years. No disciplinary actions have been filed, settled, or are pending.

11. Conflict of Interest

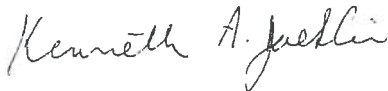
No potential or known conflict of interest regarding this RFP and/or the City exist with DRG or its employees.

12. Business License

A City of Garden Grove Business License application will be filed within ten (10) business days of contract award.

14. Proposal Authorization

Davey Resource Group accepts the statement of work listed in this RFP and the City's requirements for professional services agreements including, but not limited to, insurance requirements, indemnification (with additional language added below), licensing requirements, representations, warranties, and certificates that are presented herein. Davey Resource Group does not have any exceptions to this scope of work.



Kenneth A. Joehlin, Vice President
Davey Resource Group, Inc.

Davey Resource Group requests the addition of the following language to the indemnification clause of the contract:

"Any information to be provided by CONSULTANT is an assessment that shall be considered accurate only at the time of observation. Trees are living organisms that grow, respond to their environment, mature, decline, and fail over time. CONSULTANT makes no representation concerning the effect over time of site distributions, environmental or internal conditions of the trees. It is the sole responsibility of CITY to plan and implement whatever continuing inspection and maintenance programs may be advisable to detect, or mitigate potential hazards that may result from future conditions of the trees that CONSULTANT is being asked to assess."

DAVEY



PROVEN SOLUTIONS FOR A GROWING WORLD

13. W-9

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>► Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>						
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DAVEY RESOURCE GROUP, INC.</p>								
<p>2 Business name/disregarded entity name, if different from above</p>								
<p>Print or type. See Specific Instructions on page 3.</p>	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ► _____ </p>							
	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p>							
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 1500 NORTH MANTUA STREET REMIT TO: PO BOX 74142</p>							
	<p>6 City, state, and ZIP code KENT, OH 44240 CLEVELAND, OH 44194-4142</p>							
<p>7 List account number(s) here (optional)</p>								
<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p><small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small></p> <table style="width: 100%;"> <tr> <td style="width: 60%;">Social security number</td> <td style="width: 40%;"></td> </tr> <tr> <td>OR</td> <td></td> </tr> <tr> <td>Employer identification number</td> <td></td> </tr> </table>			Social security number		OR		Employer identification number	
Social security number								
OR								
Employer identification number								
<p>Part II Certification</p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>								
<p>Sign Here</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Signature of U.S. person ► <i>[Handwritten Signature]</i></td> <td style="width: 50%;">Date ► <i>10/2/2018</i></td> </tr> </table>			Signature of U.S. person ► <i>[Handwritten Signature]</i>	Date ► <i>10/2/2018</i>				
Signature of U.S. person ► <i>[Handwritten Signature]</i>	Date ► <i>10/2/2018</i>							
<p>General Instructions</p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.</p> <p>Purpose of Form</p> <p>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> Form 1099-INT (interest earned or paid) Form 1039-DIV (dividends, including those from stocks or mutual funds) Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) Form 1098-A (acquisition or abandonment of secured property) <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i></p>								

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)

Attachment "B" Rate Sheet



Hourly Rates

Key Personnel	Position	Hourly Rate
Tina McKeand	Project Manager	\$ 125
Dorothy Abeyta	Project Developer/Municipal Specialist	\$ 110
Allison Serafin	Urban Planning Specialist	\$ 95
Will Ayersman	Lead GIS Analyst	\$ 105

Attachment 2

Aerial Map - OCTA Pacific Electric Right-of-Way between Nelson Street and Brookhurst Street



LEGEND:



OCTA Pacific Electric Right-of-Way between Nelson Street and Brookhurst Street, for future 363 trees.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Award a contract with California Yellow Cab for the Senior Mobility Program. (Cost: \$210,000) (<i>Action Item</i>)	Date:	6/11/2019

OBJECTIVE

For the City Council to award a contract to California Yellow Cab to provide transportation services for the H. Louis Lake Senior Center Senior Mobility Program (SMP).

BACKGROUND

Since 2009, the City of Garden Grove has been providing transportation services for the SMP at the H. Louis Lake Senior Center. Funding for the City's SMP has been provided by three separate funding sources that include the Orange County Transportation Authority (OCTA), Office on Aging, and Senior Serv. The current agreement for transportation services will expire on June 30, 2019.

DISCUSSION

In March 2019, the City released a Request for Proposal (RFP) from local transportation service companies that would be interested in providing transportation services for the SMP. The City rejected the two proposals received for this first round, as there was not sufficient response of qualified proposers for a competitive process. On April 26, 2019, the City released the RFP, and there was only one qualified proposal received and opened on May 6, 2019. The Source Selection Committee's (SSC) review scores were completed on May 20, 2019. The list below indicates the proposal pricing and the SSC scores.

The SSC committee recommends California Yellow Cab, based on being the only qualified proposer to have submitted a response for this RFP, past experience with the City's program and other cities with similar programs, and their understanding of the needs of the program and its clients.

Company Name	Per Trip Rate	Final Score
California Yellow Cab Santa Ana, CA	\$12.50	3,880

FINANCIAL IMPACT

Funding for transportation services for the City's SMP will continue to be split funded among the City, OCTA and Senior Serv. OCTA will provide grant funding for the City's SMP through June 2021, while Senior Serv will provide annual grant-funding. Total available funding for the SMP during Fiscal Year 2019/2020 will be \$210,000; OCTA will provide \$185,000, and Senior Serv will provide approximately \$25,000 for the twelve-month period.

The City is required to provide a twenty (20) percent match for the OCTA grant funding, which is a total of \$39,391 that can be an in-kind or financial match. The City's match will consist of in-kind staff services with a value of \$39,391 that is budgeted in the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to California Yellow Cab for transportation services for the City's Senior Mobility Program at the H. Louis Lake Senior Center, in the amount not to exceed \$210,000, for Fiscal Year 2019-20; and
- Authorize the City Manager to execute the contract on behalf of the City, including making minor modifications as appropriate and necessary.

By: Janet Pelayo, Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/6/2019	Agreement	DOC-20190606-08_38_27.pdf

CITY OF GARDEN GROVE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 30th day of May, 2019, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Cabco Yellow Inc.**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council Resolution No. 9212-14 (January 28, 2014).
2. CITY desires to utilize the services of CONTRACTOR to Provide Transportation Services for the City of Garden Grove's Senior Mobility Program.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination** The term of the agreement shall be full execution of the agreement through June 30, 2021, with an option to extend said agreement for an additional three (3) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing (Attachment "B"). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A" and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Four Hundred Twenty Thousand Dollars (\$420,000.00), from the full execution of the agreement through June 30, 2021, payable in arrears and in accordance with RFP S-1251-A and Proposal Pricing in Attachment "B".

- 3.2 Payment. For work under this Agreement, payment shall be made per invoice for work completed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in Proposal Pricing in Attachment "B".
- 3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this contract, including Attachment A, Attachment B and all other records including Exhibits A through F and the Senior Mobility Program and Policy Guidelines. These records will be made available at reasonable times to CITY.
- 3.4 Termination. CITY and CONTRACTOR shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance requirements.**

- 4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.
- 4.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$5,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$3,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's

Guide Rating of A-, Class VII or better, as approved by the CITY.

- (c) Excess liability, *following form*, coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein (**claims made and modified occurrence policies are not acceptable**). Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (d) Professional liability in an amount not less than \$1,000,000. Insurance companies must be admitted and licensed In California and have a Best's Guide Rating of A-,Class VII or better, as approved by the City. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

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

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

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess liability policy follows form, additional insured endorsement forms, and

the schedule of underlying policies with policy numbers, that conform to CITY's requirements, as approved by the CITY. Information for the excess policy only needs to be provided if the underlying policies do not meet the policy limits set forth herein.

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.
- a. (Contractor)
Cabco Yellow, Inc.
Attention: Tim Conlon, President
520 West Dyer Road
Santa Ana, CA 92707
 - b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840
10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.
12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
13. **Time of Essence.** Time is of the essence in the performance of this Agreement.
14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR'S agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

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

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

\\\\\\

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Cabco Yellow, Inc.

By: Tim Conlon

Name: Tim Conlon

Title: President

Date: 5.30.19

Tax ID No. 33-0723354

Contractor's License: 17 OCTAP

Expiration Date: 12/31/20

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT "A"
SCOPE OF SERVICES
RFP No. S-1251-A

Provide Transportation Services for the City of Garden Grove's Senior Mobility Program

A. Project Objective

The City of Garden Grove, California (CITY) is seeking proposals from qualified contractors to provide transportation services for the Senior Mobility Program.

B. Background

The City of Garden Grove (CITY) will enter into a cooperative agreement with the Orange County Transportation Authority (OCTA) for a Senior Mobility Program (SMP). OCTA is providing grant funds to CITY for the purpose of transporting senior residents on various trips throughout Garden Grove and neighboring cities, up to 5 miles outside Garden Grove city boundaries only for approved types of rides. The CITY is requesting proposals from qualified firms to provide transportation for this service, as outlined in this Scope of Work.

C. Term of Agreement

The City is seeking a two (2) year contract. The City, may, at its option, extend the Agreement with the same or more limited scope of required services for three (3) additional one-year terms. Should OCTA discontinue the grant funding, the City may, at its option, terminate the contract with a 30 day written notice. The Agreement is contingent upon funding approval by the City Council each budget year.

D. Services Requested

The selected firm will successfully operate transportation services between senior residents' homes, Garden Grove Senior Center, local grocery stores, Senior Center nutrition program, senior center programming, medical appointments and social/recreational activities as approved by the City. Transportation companies that respond to this RFP should be capable of providing all necessary vehicles, drivers, fuel, maintenance, insurance, recordkeeping and reporting, and necessary communication equipment to efficiently and effectively provide a safe, dignified and friendly service.

The City's Senior Center program is offered for seniors 60 years and older throughout Garden Grove. Transportation services begin at 7:30 a.m. and conclude at 6:00 p.m., Monday through Friday. The City plans on conducting the senior transportation program five days a week, Monday through Friday, with the exception of holidays and special events on weekends. Occasionally, the CITY may request the CONTRACTOR to provide services for and participate in promotional or community service activities.

Bid proposals must include a comprehensive Project Summary and Proposal Operational System that includes the following:

- (a) the proposed service rates;
- (b) the proposed operational design, including a description of how the services will be provided, the number/type/mileage/year/condition of vehicles assigned, the number and training of all proposed employees and the service days/times for proposed transportation services between
 - a. senior resident homes,
 - b. Garden Grove H. Louis Lake Senior Center, and
 - c. various establishments for
 - i. nutrition program, located at the H. Louis Lake Senior Center, 11300 Stanford Avenue, Garden Grove;
 - ii. senior program, located at the H. Louis Lake Senior Center, 11300 Stanford Avenue, Garden Grove;
 - iii. medical appointments, no farther than five (5) miles outside Garden Grove city limits;
 - iv. social/recreational city sponsored and approved events.

Additionally, successful bidders who are awarded a contract will be responsible for registering program participants, scheduling, dispatching, documenting ridership, coordinating cancellations and new riders, and providing the City with copies of its daily trip logs and schedules and other SMP mandated reports. Contractor should also provide a weekly roster of all participants registered under the Senior Mobility Program.

This is a shared ride service and trips may be grouped or chained to allow the most efficient use of the vehicle. Trips to the Garden Grove H. Louis Lake Senior Center take priority. Other trips will be made in response to rider requests on a first come, first served basis, as funding allows.

The City of Garden Grove (CITY) currently contracts with Cabco Yellow, Inc. for transportation services; the contractor provides approximately 17,000 one-way trips annually. The total number of trips per year will be based on the cost for the service (per trip) and total available funds designated for this program on an annual basis.

E. Contractor Obligations.

a. *Vehicle Operations:*

- The safety of the passengers is of utmost concern to the City of Garden Grove; therefore, Contractor is required to perform daily inspection of the vehicles.
- Contractor shall maintain vehicles and vehicle equipment required by this RFP in good repair and in good working condition satisfactory to the City. Contractor shall assume all responsibilities for the proper use, maintenance and inspection of all vehicles used in performing services under the Agreement.

- ❑ The Contractor will be required to provide passenger vehicle(s), no specific make or model that meets the vehicle requirements stated in the scope of work.
- ❑ Contractor shall provide curb-to-curb service including assistance to and from the residence by drivers to those seniors who would necessitate any special assistance.
- ❑ Contractor shall provide upon request an ADA approved, lift- equipped, accessible vehicle(s).
- ❑ Contractor will ensure that all vehicles conform to the Federal Vehicle Safety Standards and to the California Code of Regulations, Title 13.
- ❑ Contractor is not permitted to affix any advertising or other unapproved logo or decal to such vehicles without the City's prior written consent.
- ❑ Contractor shall ensure that all vehicles used to perform services under the Agreement that meet the criteria for California Highway Patrol (CHP) inspection must be inspected. Those vehicles that do not meet the criteria will not be required to be inspected.
- ❑ All costs associated with the proper towing of all vehicles used to perform services under the Agreement shall be assumed by the Contractor, and the Contractor shall ensure that there are proper vehicle towing procedures in place.
- ❑ Contractor shall ensure that all Contractor drivers are properly licensed and trained, and that procedures are established to ensure that all drivers promptly report all vehicle maintenance problems, all vehicle accidents/collisions, all program participant injuries, all program participant complaints, all program participant altercations, all service interruptions and/or delays, to the Contractor, the Project Manager, and the City.
- ❑ Contractor shall establish procedures for timely and properly reporting all automobile accidents and passenger injuries to law enforcement and to emergency response personnel.
- ❑ To facilitate customer service and improve vehicle life, it is imperative vehicles remain clean and free from body damage (other than minor scratches).

b. Personnel Operations:

- ❑ Contractor shall implement a dress code policy requiring that all employees driving vehicle(s) pursuant to the Agreement are in a clean, neat, and identifiable uniform provided by Contractor.
- ❑ Contractor shall ensure all drivers possess a valid California Driver's license in the class required for the vehicle proposed to be used at all times during performance of the Agreement.
- ❑ Contractor shall ensure that a properly trained and licensed driver(s) is available during the established SMP operating hours.
- ❑ Contractor shall ensure that no employee performs any services under the Agreement if they have been convicted (or pleads guilty or nolo contendere), regardless of the time elapsed, in any state, of any crime that is substantially related to the qualifications, functions or responsibilities of a transit operator.
- ❑ All vehicle operators performing services under the Agreement shall be trained to properly operate all vehicles, including those provided by the City via OCTA,

- if applicable, and to demonstrate knowledge of proper use of wheelchair lifts, ramps, and other equipment associated with this service.
- Contractor shall have in effect personnel policies that conform to all state and federal laws including, but not limited to, all regulations concerning Equal Employment Opportunities, FTA Drug and Alcohol Regulations, Compensation, Workers' Compensation, and other regulations as appropriate.
 - The City has a zero tolerance policy for inappropriate behavior between passengers or between passengers and driver. Contractor's personnel policies must clearly address all inappropriate situations and how passenger altercations will be handled. At a minimum, this should include the proper handling of situations in which allegations of sexual misconduct, lewd behavior or sexual harassment have been made. Contractor must also adopt a zero tolerance policy and shall describe their procedure for training employees with respect to such policy.
 - The purchasing, consumption, and or possession of illegal substances or alcoholic beverages by Contractor employees performing services under the Agreement are prohibited. Contractor shall immediately remove any employee observed engaging in such conduct from further performance of service under the Agreement. The policies for addressing such incidents should be included in the Contractor's Drug and Alcohol Policies as required by the FTA and in compliance with the FTA Drug and Alcohol Regulations.
 - Contractor shall conduct pre-employment Department of Motor Vehicle (DMV) checks of all personnel hired to provide service under the Agreement. Any operator exceeding the California DMV point system or with a revoked or suspended license shall not be allowed to operate under the Agreement. Contractor shall comply with the DMV's Pull Notice Program, and shall pay for all applicable license fees for drivers, other personnel and vehicles. The results of those inspections shall be transmitted to the City.
 - Contractor shall require all vehicle operators to promptly report any in-service mechanical failure, including failure of wheelchair ramp, or other lifts, to Contractor's supervisor. Contractor shall promptly assess the problem and report any damaged in-service vehicle or other mechanical failure to the City immediately, and not later than the start of the next business day.
 - The City may require that any driver be removed from transporting City customers for excessive complaints, rudeness or other inappropriate behavior or appearance.
 - Vehicle operators are not allowed to enter a residence beyond what is necessary to assist a customer out the door and to the vehicle, or from the vehicle back in the door.
 - If requested, vehicle operators must assist customers with boarding or exiting.
 - Vehicle operators may be requested to assist with the boarding and exiting of handicapped individuals. It must be understood that assisting passengers, such as handicapped individuals, may at times require both physical strength and sensitivity.
 - Vehicle operators may handle customer's personal belongings only if requested and only during boarding and exiting. Driver will set items in a safe place such as a curb or on a bench, but may not carry or move items beyond that point.

- ❑ Vehicle operators are not permitted to solicit or accept tips, cash gifts or any other payment for services other than any other city required fees.
- ❑ Vehicle operators are not permitted to operate a cell phone, wear headphones, read, smoke, eat or drink while operating the vehicle.
- ❑ Vehicle operators must ensure that all passengers are seated and appropriately restrained before pulling away from a stop.
- ❑ Vehicle operators must have a current Red Cross CPR/First Aid certification and must carry the certification card at all times on duty.

c. *Administration:*

- ❑ Contractor shall identify a Project Manager who will oversee the proper operations and administration of all transportation services provided to the City under the Agreement. The designated Project Manager must be available to the City during operating hours.
- ❑ Contractor shall adhere to the performance standards set by the City, and shall meet periodically with the City to evaluate its performance under the Agreement. Transportation services and passenger demands will be assessed regularly by the City to ensure that the mobility needs of the City's seniors are met, and SMP is operating reliably and efficiently.
- ❑ In addition to SMP mandated reports, a City monthly report must accompany each invoice including dates of service, names and addresses of individuals served, pick-up location, destination location, trip category, vehicle service hours, destinations and any other coordinated transportation services.
- ❑ There is specific data that the Contractor will be required to collect for both the City and OCTA. Attached is an example of a form provided by OCTA that outlines specific data that will be required to be collected and provided in a report. The Contractor has the option to create the format of such reports containing this data.
- ❑ Contractor shall enter into an approved professional services agreement with the City in the form attached, and shall be responsible for all requirements contained therein.
- ❑ Contractor shall attend preliminary meetings with City staff to finalize the logistics and paperwork to properly implement, coordinate, and administer the SMP program to the satisfaction of the City and OCTA.
- ❑ Contractor shall hire capable and courteous personnel who are responsible for taking requests for transportation service and responding to telephone inquiries regarding the transportation service.
- ❑ Contractor shall notify the City of all automobile accidents and passenger injuries, both by telephone immediately and in writing by the close of the next business day.
- ❑ Contractor shall enforce all established policies with regard to operational emergencies, driver training, passenger safety, quality control, and professional service performance.
- ❑ Contractor shall submit with the bid proposal, certified financial statements reflecting the financial condition of Contractor for the past two years.

- Contractor shall coordinate with City staff regarding the schedule, status, and program services, at a minimum, on a monthly basis. Meeting may be scheduled as requested by City.
- Contractor shall comply with all State and Federal regulations relating to driver training, licensing, vehicle inspections, maintenance documentation, allowable hours on duty requirements, drugs and alcohol testing, and other applicable regulations.
- Contractor to provide City and OCTA all required monthly system operating data and information for periodic audits as required by the OCTA Senior Mobility Program.
- Contractor shall provide the necessary staff to ensure efficient and timely administration of reservations, as well as scheduling and dispatching of City senior transportation trips in accordance with the service schedules and policies set forth by the City.
- Contractor shall provide all necessary operating equipment for the driver and supporting office personnel, if applicable.
- Contractor shall be responsible for all training of the vehicle drivers regarding service policies, passenger fares and overview of other City services.
- Contractor shall comply with all California OSHA requirements including the requirement of SB198 to develop and implement an employee injury prevention safety plan.
- Contractor is required to provide a computerized system for trip reservations, scheduling and dispatching of senior transportation services, as well as for the collection, recording and reporting of operational and performance data regarding these services.
- The invoice for services rendered shall follow a format provided by the City, with all relevant back-up documentation, including monthly operations summaries, included with the invoice.
- CONTRACTOR shall provide to CITY, upon demand, proof of all necessary licenses, certificates, and training demonstrating sufficient skills in assisting senior or handicapped passengers entering, riding and exiting the vehicle.

d. *Fare Collection and Accountability:*

- Contractor shall adhere to the cash fare for service as established by the City. The City reserves the right to change the fare.
- Contractor shall have the vehicle operator collect fares daily and Contractor will deduct fares from the invoices submitted to the City.
- Contractor shall submit monthly reports that include daily totals of passenger.
- Contractor shall cooperate fully with the City, OCTA, and/or state agencies in the event an audit of the SMP under the Agreement is conducted. CITY will have reasonable access to the necessary portions of Contractor facilities, records and files for review or audit purposes.
- The fare per trip has been determined, to be \$4.00 per trip. However, trips to the H. Louis Lake Senior Center will not be charged.
- The H. Louis Lake Senior Center Assistant Supervisor may occasionally request transportation services for special events. CONTRACTOR shall provide transportation service for City sponsored events. Participants may be assessed

a fee for the use of the transportation services, said fee to be established by CITY.

G. Payment

Bid proposals shall include a proposed payment. All payments are subject to approval by the Garden Grove City Council and shall be in accordance with the terms and conditions of the Agreement.

Invoices for payment of service shall be prepared in such a form and supported by such copies of invoices, payrolls, and other documents as may be required by the City to establish amounts allowable. All invoices and related records are subject to audit by the City and/or OCTA. Invoices will be required on a monthly basis with backup data and will be submitted to the City. A schedule of invoice submittals will be determined between the City and the Contractor.

H. Other Requirements

Please reference Exhibits A through F and the Senior Mobility Program Policy Guidelines which are included in this RFP document. These guidelines must be followed and these documents will be included as an attachment to the final contract.

"ATTACHMENT B"
PROPOSAL PRICING

This section shall include the proposed cost, ***as a per trip rate***, to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City. An hourly rate may be used for pricing the cost of additional services in the space below.

Per trip charge must include ALL costs and fees associated with providing services, including all wages, overhead, mileage, insurance, benefits, training and other expenses. If any costs are outside of this quote, CONTRACTOR must note it below. **No fees, costs or charges will be considered or paid by CITY that are not identified in this proposal. Please DO NOT change/alter this page in any way! This page must be submitted with your proposal to be considered complete.**

PROPOSAL PRICE
The Per Trip Charge must be stated below as requested.
Per Trip Charge \$ <u>12.50</u> per passenger
Total Proposed Rate Amount Written in Words: <u>Twelve Dollars and fifty cents.</u>
When there is a discrepancy between the words and figures, the WORDS WILL GOVERN.
Please attach a detailed summary of all itemized costs resulting in this rate.

ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES:

All trips provided to and from addresses within the City of Garden Grove will be charged at the rate of \$12.50 per passenger.

Authorized trips outside the City will be charged at the rate of \$10.00 plus \$2.00 per mile using shortest route calculator.

Multiple passengers travelling from and to the same addresses at the same time will be billed \$12.50 for first passenger and \$7.50 per additional.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

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: 6/11/2019
from the meetings held on
May 28, 2019, and June 4,
2019. (*Action Item*)

Attached are the minutes from the meetings held on May 28, 2019, and June 4, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes 5-28-19	6/6/2019	Minutes	cc-min_05_28_2019.pdf
Minutes 6-4-19	6/6/2019	Minutes	June_4__2019__budget.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, May 28, 2019

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

CONVENE STUDY SESSION

At 5:47 p.m., Mayor Jones convened the Study Session in the B Room.

ROLL CALL PRESENT: (6) Council Members Brietigam, T. Nguyen, Bui,
K. Nguyen, Mayor Pro Tem Klopfenstein,
Mayor Jones

ABSENT: (1) Council Member O'Neill absent at Roll Call,
but joined the meeting at 5:57 p.m.

ORAL COMMUNICATIONS FOR STUDY SESSION

Speakers: Leland Sisk

DISCUSSION REGARDING A COMPREHENSIVE APPROACH ON HOMELESSNESS IN
GARDEN GROVE

Community Development and Economic Department Director Lisa Kim, Sr. Program Specialist Nate Robbins, and Police Chief DaRé provided a PowerPoint presentation that summarized the costs related to homelessness, the cycles of homelessness, levels of service and solutions for permanent supportive housing.

Following City Council discussion, the City Council directed staff to move forward with collaborating and working on solutions for Garden Grove residents impacted by homelessness.

ADJOURN STUDY SESSION

At 6:47 p.m., Mayor Jones adjourned the Study Session.

CONVENE REGULAR MEETING

At 7:24 p.m., Mayor Jones convened the meeting in the Council Chamber with all Council Members present.

INVOCATION

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

COMMUNITY SPOTLIGHT IN RECOGNITION OF GREGORY KOZLOWSKI FOR BEING NAMED 2019 SPECIAL OLYMPICS ATHLETE OF THE YEAR

ORAL COMMUNICATIONS

Speakers: Tony Flores, Nicholas Dibs, Patrick Krietner, Janet Krietner, Dale Soeffner

RECESS

At 7:48 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:52 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING JUNE 2019 AS LGBT PRIDE MONTH
(F: 83.1)

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

A Proclamation declaring June 2019 as LGBT Pride Month, 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 AN AMENDMENT TO THE AGREEMENT WITH CONTINENTAL CONCRETE CUTTING, INC., TO PROVIDE SAW CUTTING SERVICES FOR THE REMOVAL OF ASPHALT AND CONCRETE AS NEEDED THROUGHTOUT THE CITY

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

The amendment to the agreement with Continental Concrete Cutting, Inc., in the amount of \$200,000, to provide saw cutting services for the removal of asphalt and concrete as needed, be approved; and

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

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON MAY 14, 2019
(F: VAULT)

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

Minutes from the meeting held on May 14, 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 T. Nguyen that:

Regular Warrants 650676 through 651013; Wires W2487 through W2498; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Payroll Warrants 183216 through 183237; Direct Deposits D348434 through D349114; and Wires W2590 through W2593; be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

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

WAIVER

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

Full reading of ordinances listed be waived.

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

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

ACKNOWLEDGEMENT OF THE RESIGNATION OF KEVIN RODGERS FROM THE TRAFFIC COMMISSION

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

The resignation of Kevin Rodgers from the Traffic Commission be acknowledged with regret.

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

INTRODUCTION AND FIRST READING OF AN ORDINANCE ESTABLISHING A NEPOTISM POLICY FOR BOARDS, COMMITTEES AND COMMISSIONS AS REQUESTED BY THE CITY COUNCIL

(As approved earlier in the meeting, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen, and approved by a 7-0 vote, that full reading of ordinances listed be waived.)

Following the introduction by City Attorney Sandoval, it was moved by Council Member Bui, seconded by Council Member Klopfenstein that:

Ordinance No. 2905, entitled: An Ordinance of the City Council of the City of Garden Grove establishing a nepotism policy for boards, committees and commissions, be passed to second reading.

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

TRANSMITTAL OF THE 2019 GARDEN GROVE SAFE ROUTES TO SCHOOL (SRTS)
PHASE 1 PLAN AS REQUESTED BY CITY MANAGER STILES

Community and Economic Development Sr. Administrative Analyst, Alana Cheng, provided a report and introduced Frank Barrera with the KOA Corporation who provided a PowerPoint presentation.

Council Member K. Nguyen noted that the Phase 1 Plan did not represent schools located in City Council Districts 5 and 6, which are in high traffic areas.

Following the introduction and presentation, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

The Safe Routes to School: Phase I Master Plan 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

DISCUSSION ON LISTING A PROCLAMATION DECLARING JUNE 20 AS WORLD
REFUGEE DAY ON THE JUNE 11, 2019, CITY COUNCIL AGENDA AS REQUESTED BY
COUNCIL MEMBER K. NGUYEN

Following introduction of the proclamation by Council Member K. Nguyen, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen that:

A proclamation declaring June 20 as World Refugee Day be listed on the June 11, 2019, City Council agenda.

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 REGARDING ESTABLISHING A POLICY SIMILAR TO THE CITY OF FULLERTON FOR THE DISPLAY OF FLAGS AT CITY HALL, AS REQUESTED BY COUNCIL MEMBER K. NGUYEN

Council Member K. Nguyen introduced this matter and stated she requested this matter be listed on the agenda for discussion and included the City of Fullerton's commemorative flag policy with the agenda materials for the purpose of providing guidance. She noted that Fullerton's policy allows 45 days to commemorate Harvey Milk Day on May 22nd and continues through the month of June. She asked City Attorney Sandoval to provide clarification on developing a flag policy.

City Attorney Sandoval pointed out that Fullerton's flag policy limits the number of requests that the City Council can consider and in addition to governmental flags it only allows commemorative flags recognized by the federal or state government as an historical event. Fullerton's policy further clarifies that the flag poles are not a public forum and is limited to government speech and only those flags that the City Council specifically authorizes as commemorative events. The Fullerton policy does allay legal concerns related to any future requests that may arise.

RECESS

At 8:16 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:35 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

DISCUSSION REGARDING ESTABLISHING A POLICY SIMILAR TO THE CITY OF FULLERTON FOR THE DISPLAY OF FLAGS AT CITY HALL, AS REQUESTED BY COUNCIL MEMBER K. NGUYEN (Continued)

Following a recess, Mayor Jones invited members of the audience to speak on this issue.

Speakers: Ann Dinh, Leland Sisk, Ethan Nguyen, Tom Raber, Joanne Ladwig, Nicholas Dibs, James Webb, Tracy La, Roman Nguyen, Linh Tran, Jared Wallace, Hieu Nguyen, Ariana Arestegui, Danielle Serio, Peterson Pham, Bob Tucker, Julie Vo, Janis Mena, My Nguyen, Uyen Hoang, Tim Phan, Lena Tran, Sarah Jean Nguyen, Lena Tran, Sarah Ann Nguyen, Jeff LeTourneau, Chuck Jones

Email Correspondence: Tony Flores

Council Member K. Nguyen moved to list a flag policy on the next agenda, seconded by Council Member T. Nguyen.

Council Member Brietigam expressed frustration that labels such as racism and homophobia are projected onto those with a different opinion on this issue. He stated that a flag policy is needed; however, there is no need to rush into approving a flag policy, nor have a flag policy that is the same as the City of Fullerton. He expressed the need for input from more residents rather than hearing input from one group.

Council Member O'Neill commented that he has expressed support for the LGBT community; however, as a life-long resident he understands the people he represents and votes on behalf of his constituents. His position on the flag policy is not to display non-governmental flags. He stated that he would support a flag policy that is developed by the City Council and not use the policy from the City of Fullerton.

Council Member Bui expressed his anti-communism political stance and his passion for working towards the protection of human rights and being the voice for those who do not have the right to speak out. He has been called a communist sympathizer and agent and wrongly blamed for selling Garden Grove to communist China. He has also been labeled as doing harm because he speaks out against those who do harm to the Vietnamese community. He noted his involvement in the TET Festival and his support of LGBT representation in the parade. He commented that even though he does not support displaying the LGBT pride flag in City Hall, he does not want to be misunderstood or judged as non-supportive. His opinion is that City Hall is a government building and that government should refrain from appearing to take a position on an issue that could be interpreted as forcing a viewpoint onto the public.

Council Member Klopfenstein commented that the next two weeks gives people enough time to provide input by emailing or calling their district Council Member.

Council Member Brietigam moved a substitute motion to bring a flag policy back for discussion without the City of Fullerton's flag policy. Council Member Bui seconded the substitute motion.

Council Member O'Neill suggested amending Council Member Brietigam's motion to be that the discussion on the flag policy include whether or not to establish a commemorative flag policy.

Council Member Brietigam agreed to modify his substitute motion to discuss whether or not to establish a commemorative flag policy.

Council Member Bui agreed to the modification of the substitute motion.

Council Member K. Nguyen noted that she brought the City of Fullerton's Resolution forward because of the similarity to Garden Grove's current flag policy; however, she reiterated Fullerton's resolution that added commemorative flags to their Standards and asked why this would not address the concerns.

Council Member Brietigam stated that he would not want to rubber stamp Fullerton's resolution as it may not accurately reflect the community of Garden Grove.

Council Member K. Nguyen noted that language in resolutions, ordinances, and policies need to set parameters but also to be flexible. Fullerton's resolution is done very well, and the more attempts to be very specific can be subject to be viewed as discriminatory.

The substitute 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)

Mayor Jones offered sincere condolences to the family of Mr. Richard Olson, a long-time resident of Garden Grove and Veteran who was politically active in the community.

Council Member Brietigam commented that he had a great time at the Strawberry Festival. He noted that he attended numerous meetings with discussions on Willowick, Harbor Boulevard and Valley View Street corridors and Brookhurst Street and Chapman Avenue, while attending the International Conference of Shopping Centers. He asked that the City consider establishing a memorial event to recognize veterans, noting that Garden Grove was home to two distinguished veterans, Michael Monsoor and Tibor Ruben.

Council Member Klopfenstein noted that the Downtown Business Association had discussed honoring Garden Grove Veterans in a Memorial Day event.

Council Member Bui agreed that this is an excellent idea noting that he visited the Magnolia Memorial Park several years ago and it disappointed him that there was no event this year. He expressed that recognizing the Veterans is important and there should be a celebrated event in Garden Grove.

CONVENE CLOSED SESSION

At 9:57 p.m., Mayor Jones announced that City Council will convene Closed Session in the Founders Room to discuss the following matters.

CONFERENCE WITH LABOR NEGOTIATORS PURSUANT TO GOVERNMENT CODE SECTION 54957.6(F)

City designated representative: Laura Stover, Human Resources Director
Employee organization: Police Management.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9(d)(2)

One potential case related to the claim filed by Ester Reyes on January 22, 2019.

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

ADJOURN CLOSED SESSION

At 11:15 p.m., Mayor Jones adjourned Closed Session.

RECONVENE MEETING

At 11:16 p.m., Mayor Jones reconvened the meeting in the Council Chamber with all Council Members present.

Mayor Jones announced that there were no reportable actions taken during Closed Session.

ADJOURNMENT

At 11:16 p.m., Mayor Jones adjourned the meeting in memory of Richard Olson. The next Regular City Council Meeting will be held on Tuesday, June 11, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

MINUTES
GARDEN GROVE CITY COUNCIL
Special Meeting

Tuesday, June 4, 2019
Community Meeting Center
11300 Stanford Avenue, Garden Grove, CA 92840

CONVENE MEETING

At 6:41 p.m., Mayor Jones convened the meeting in the B Room.

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

ABSENT: (0) None

Study Session

ORAL COMMUNICATIONS

Speakers: None.

FISCAL YEARS 2019-20 AND 2020-21 BUDGET PRESENTATION (F: 34.1)

City Manager Stiles reviewed budget highlights as outlined in the cover letter in the proposed budget packet provided to the City Council. He introduced Patricia Song, Finance Director, and thanked Patricia and commended her staff for their work.

Following Finance Director Song's PowerPoint presentation, consensus of the City Council was that a reserve fund policy be pursued to address future diminishing surplus reserves, that Measure O monies be used in accordance with the majority of voters voting for enhanced public safety, and also that questions related to the budget be directed to the Finance Department to disseminate to Department Directors prior to a formal budget adoption.

ADJOURNMENT

At 8:04 p.m., Mayor Jones adjourned the meeting.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of warrants. (Action Item)	Date:	6/11/2019

Attached are the warrants recommended for approval.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	6/6/2019	Warrants	06-11-19_CC_Warrants_(05-29-19).pdf
Warrants	6/6/2019	Warrants	06-11-19_CC_Warrants_(06-01-19).pdf
Warrants	6/6/2019	Warrants	06-11-19_CC_Warrants_(06-11-19).pdf
Warrants	6/6/2019	Warrants	06-11-19_CC_Warrants_(06-06-19_PR).pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
650790	*CAMPBELL, ROBERT W	REV & VOID	-140.23 *
650872	TRUCK & AUTO SUPPLY INC. TrucParCo	REV & VOID	-303.30 *
650917	DOUBLE TREE BY HILTON HOTEL BAKERSFIELD	REV & VOID	-808.42 *
650924	DEPARTMENT OF CONSUMER AFFAIRS	REV & VOID	-230.00 *
651014	*AHLO, JAYME	DUES/MEMBERSHIPS	285.00 *
651015	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,449.16 *
651016	DANGELO CO	WHSE INVENTORY	18,231.30 *
651017	KIM, LISA	OFFICIAL HOSPITALITY	173.99 *
651018	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,598.90 *
651019	DTNTech MARKETING	UNIFORMS	686.16 *
651020	DTNTech MARKETING	UNIFORMS	235.11 *
651021	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	614.84 *
651022	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
651023	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	872.35 *
651024	DEPARTMENT OF CONSUMER AFFAIRS	TAXES/LICENSES	230.00 *
651025	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	19,782.89 *
651026	CHAMBER OF COMMERCE- WOMEN'S DIVISION GG	DUES/MEMBERSHIPS	125.00 *
651027	CHAMBER OF COMMERCE- WOMEN'S DIVISION GG	ADVERTISING	75.00 *
651028-651040	VOID WARRANTS		
651041	CDW-GOVERNMENT INC	SOFTWARE	24,311.70 *
651042	*CHOATE, RACHEL	OTHER FOOD ITEMS	120.00 *
651043	TKH DESIGN, INC.	JANITORIAL SUPPLIES	737.55 *

PAGE TOTAL FOR "*" LINES = 74,098.50

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651044	*GILDEA, PATRICK	DEP CARE REIMB	2,115.30 *
651045	*LEE, GRACE	DEP CARE REIMB	192.30 *
651046	*LOERA JR, RAFAEL	MED TRUST REIMB	430.00 *
651047	*SANCHEZ, DAVID	DEP CARE REIMB	115.38 *
651048	TIME WARNER CABLE	NETWORK COMMUNICT	2,700.00 *
651049	*VALDIVIA, CLAUDIA	DEP CARE REIMB	192.30 *
651050	GLOCK PROFESSIONAL, INC	TUITION/TRAINING	1,000.00 *
651051	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	130.00 *
651052	MEERS, BRYAN	DEP CARE REIMB	192.30 *
651053	*VICTORIA, ROD	DEP CARE REIMB	192.30 *
651054	VOID WARRANT		
651055	HOME DEPOT CREDIT SERVICES DEPT	INSECTICIDES	34.73
		SEEDS/PLANTS	186.56
		ARTIFICIAL PLANTS	169.86
		MOTOR VEH PARTS	88.47
		PAINT/DYE/LUBRICANTS	313.31
		JANITORIAL SUPPLIES	65.52
		ELECTRICAL SUPPLIES	64.17
		HSHLD EQUIP/SUPPLIES	179.51
		PIPES/APPURTENANCES	345.90
		MAINT SUPP-TRAFF SIG	667.11
		AIR COND SUPPLIES	99.46
		OTHER MAINT ITEMS	851.93
		GEN PURPOSE TOOLS	126.76
		MINOR FURN/EQUIP	195.56
		OTHER MINOR TOOLS/EQ	528.05
		LUMBER	499.64
		HARDWARE	19.51
		ASPHALT PRODUCTS	106.32
		AGGREGATES/MASONRY	9.23
		OTHER CONST SUPPLIES	282.84
			4,834.44 *

PAGE TOTAL FOR "*" LINES = 12,094.32

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651056	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	808.42 *
651057	DEPARTMENT OF CONSUMER AFFAIRS	TAXES/LICENSES	115.00 *
651058	DEPARTMENT OF CONSUMER AFFAIRS	TAXES/LICENSES	115.00 *
651059	ACCO ENGINEERED SYSTEMS	MAINT-SERV CONTRACTS	2,928.00 *
651060	AIS ADVANCED IMAGING STRATEGIES INC.	OFFICE SUPPLIES/EXP	221.85 *
651061	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	1,551.33 *
651062	AMERICAN LEAK DETECTION	OTHER BLD/EQ/ST SERV	400.00 *
651063	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV./ATTN:FISCAL	MOBILITY INSP FEE	1,200.00 *
651064	AWE & ASSOC	PC FEE REFUND	118.58
		FEE REFUND	60.00
		PLAN CK FEE REFUND	1,010.96
			1,189.54 *
651065	BC TRAFFIC SPECIALIST	WHSE INVENTORY	1,428.77 *
651066	CDW-GOVERNMENT INC	SOFTWARE	314.87 *
651067	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	902.63 *
651068	CAMERON WELDING SUPPLY	OTHER PROF SERV	46.70 *
651069	*CAMPBELL, ROBERT W	UNCLM PROPERTY REFUND	60.23 *
651070	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	6,089.00 *
651071	CORDOVA & SON, INC.	REPAIRS-FURN/MACH/EQ	905.00 *
651072	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	214.96 *
651073	ES ENGINEERING SERVICES, LLC	OTHER PROF SERV	12,918.50 *
651074	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPUTENANCES	901.27 *
651075	JOHN B EWLES INC	OTHER MAINT ITEMS	200.00 *

PAGE TOTAL FOR "*" LINES = 32,511.07

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651076	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	396.00 *
651077	FEDERAL EXPRESS CORP	FREIGHT/CARTAGE	49.85 *
651078	HAAKER EQUIPMENT COMPANY	MOTOR VEH PARTS	322.40 *
651079	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	8.24 *
651080	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS OTHER MAINT ITEMS	159.00 1,946.35 2,105.35 *
651081	HINDERLITER, DE LLAMAS & ASSOCIATES	OTHER PROF SERV	2,250.00 *
651082	CALIBER BODYWORKS, INC. DBA CALIBER COLLISION CENTERS	REPAIRS-FURN/MACH/EQ	1,396.72 *
651083	THE HOME DEPOT PRO	WHSE INVENTORY	2,172.55 *
651084	IPROMOTEU	OFFICE SUPPLIES/EXP	1,850.61 *
651085	JAY'S CATERING	OTHER AGR SUPPLIES	275.56 *
651086	KELLY PAPER	WHSE INVENTORY PAPER/ENVELOPES	1,727.00 430.80 2,157.80 *
651087	KIM, LISA	OTHER CONF/MTG EXP	1,048.10 *
651088	LIFECOM, INC.	REPAIRS-FURN/MACH/EQ	487.64 *
651089	MC MASTER-CARR SUPPLY CO	MOTOR VEH PARTS	108.08 *
651090	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	35.00 *
651091	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	88.38 *
651092	*NGUYEN, QUANG	MILEAGE REIMB	78.88 *
651093	NIAGARA PLUMBING	PIPES/APPURTENANCES OTHER MAINT ITEMS	206.84 132.46 339.30 *
651094	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	3,284.77 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651095	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	OTHER MAINT ITEMS	2,970.00 *
651096	ORANGE COUNTY FIRE PROTECTION	REPAIRS-FURN/MACH/EQ	122.75 *
651097	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	1,200.00 *
651098	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	OTHER PROF SERV	3,220.63 *
651099	PAVEMENT COATINGS CO.	ASPHALT PRODUCTS	541.25 *
651100	POOL WATER PRODUCTS	OTHER MAINT ITEMS	42.42
		OTHER MINOR TOOLS/EQ	312.00
			354.42 *
651101	PRIME TRUCK TIRE SERVICE	MOTOR VEHICLE MAINT	465.00 *
651102	NEWHOPE P & L, INC. DBA NEWHOPE PAINT & COATINGS	REPAIRS-FURN/MACH/EQ	3,100.00 *
651103	S.C. YAMAMOTO, INC.	OTHER PROF SERV	800.00 *
651104	SAFETY 1st PEST CONTROL, INC	OTHER MAINT ITEMS	750.00 *
651105	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
651106	SPARKLETT'S	BOTTLED WATER	243.28 *
651107	STATE INDUSTRIAL PRODUCTS	GEN PURPOSE TOOLS	380.63 *
651108	TOXGUARD FLUID TECHNOLOGIES	OTHER MOTOR VEH SUPP	385.88 *
651109	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	280.78 *
651110	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	254.66 *
651111	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS	759.25 *
651112	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	WHSE INVENTORY	276.58 *
651113	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	668.56 *
651114	UNITED PARCEL SERVICE	DELIVERY SERVICES	33.25 *
651115	VISION MARKING DEVICES	OTHER PROF SUPPLIES	66.20

PAGE TOTAL FOR "*" LINES = 16,869.92

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
6511116	VULCAN MATERIALS COMPANY WESTERN DIVISION	OFFICE SUPPLIES/EXP	22.52
6511117	GRAINGER		88.72 *
6511118	WEST COAST SAND & GRAVEL	ASPHALT PRODUCTS	14,511.08 *
6511119	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY	949.66 *
6511120	ZEP SALES & SERVICE	OTHER MAINT ITEMS	1,063.02 *
6511121	MOLINA, STEVE	WHSE INVENTORY	1,104.44 *
6511122	FACTORY MOTOR PARTS CO BIN 139107	WHSE INVENTORY	222.74 *
6511123	WESTERN WATER WORKS	BUS OPER TAX REFUND	25.50 *
6511124	CSU FULLERTON	MOTOR VEH PARTS	170.22 *
6511125	ZAP MANUFACTURING, INC.	WHSE INVENTORY	2,021.34 *
6511126	HOSHIZAKI WESTERN	TUITION/TRAINING	3,024.00 *
6511127	O'REILLY AUTO PARTS	SIGNS/FLAGS/BANNERS	1,353.25 *
6511128	NATURE'S GROWERS NURSERY	PIPES/APPURTENANCES	1,150.36 *
6511129	VERITIV OPERATING COMPANY	MOTOR VEH PARTS	861.97 *
6511130	SCHORR METALS, INC.	SEEDS/PLANTS	27.37 *
6511131	*MIHALIK, DANNY	WHSE INVENTORY	1,596.45 *
6511132	NAPA AUTO PARTS	MOTOR VEH PARTS	53.51 *
6511133	WEST COUNTY TIRE & AUTO INC.	TRAVEL ADVANCE P.D.	80.00 *
6511134	MSC INDUSTRIAL SUPPLY CO. INC.	MOTOR VEH PARTS	652.88 *
6511135	VOID WARRANT	WHSE INVENTORY	2,264.32 *
		WHSE INVENTORY	368.41 *

PAGE TOTAL FOR "*" LINES = 31,589.24

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651136	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	11,720.01 *
651137	SOUTHERN COMPUTER WAREHOUSE	MAINT-SERV CONTRACTS MINOR FURN/EQUIP	10,825.54 1,802.32 12,627.86 *
651138	ALPHA TINT	MOTOR VEH PARTS	380.00 *
651139	CALIFORNIA BUILDING OFFICIALS	DUES/MEMBERSHIPS	375.00 *
651140	LACEY CUSTOM LINENS, INC.	TUITION/TRAINING LAUNDRY SERVICES	240.88 32.30 273.18 *
651141	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	INTEREST COSTS LONG TERM DEBT PROPERTY TAXES	202.01 5,117.71 465.48 5,785.20 *
W2499	ST OF CALIF-EMPLOYMENT DEVELOPMENT DEPT	COMPENSATION INS	5,387.00 *
W2500	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,137.98 *
W2501	MARYLAND CHILD SUPPORT	WAGE ATTACHMENT	343.38 *
W2502	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	676,425.01 *
W2503	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
W2504	CO. OF ORANGE	WAGE ATTACHMENT	553.85 *
W2506	US BANK TRUST N.A.	WTR2010A-RESERVE WTR2010B-RESERVE WTR2010C-RESERVE INTEREST COSTS	-12.85 -14.86 -11.74 328,819.91 328,780.46 *
W2508	US BANK TRUST N.A.	FA SEWER 06/17	-340.62

PAGE TOTAL FOR "*" LINES = 1,045,250.47

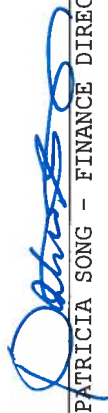
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/29/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W2514	SUNTRUST	INTEREST COSTS	330,487.50
		LONG TERM DEBT	540,000.00
			870,146.88 *
W2515	US BANK TRUST N.A.	INTEREST COSTS	590.57
		LONG TERM DEBT	26,043.72
			26,634.29 *
W2516	VISION SERVICE PLAN	FA 2015 WATER04	-6.47
		INTEREST COSTS	47,300.00
			47,293.53 *
W2517	WILLOWICK GOLF MANAGEMENT, LLC	VISION-CAFE CONTR	7,465.95 *
		CASH-WILLOW GOLF	50,000.00 *

PAGE TOTAL FOR "*" LINES = 1,001,540.65

FINAL TOTAL 2,233,409.40 *

DEMANDS #651014 - 651141 AND WIRES W2499 - W2517 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MAY 29, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651142	4MD MANAGEMENT, LLC	RENT SUBSIDY	727.00 *
651143	ADAMS, WILLIAM	RENT SUBSIDY	1,053.00 *
651144	ALISO VIEJO 621, LP	RENT SUBSIDY	1,200.00 *
651145	ALPINE APTS	RENT SUBSIDY	5,429.00 *
651146	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	RENT SUBSIDY	1,271.00 *
651147	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	1,671.00 *
651148	ANAHEIM REVITALIZATION IV PARTNERS, LP	RENT SUBSIDY	1,621.00 *
651149	ANAHEIM REVITALIZATION PARTNERS III L.P	RENT SUBSIDY	341.00 *
651150	AYERS, MARILISA BRADFORD	RENT SUBSIDY	909.00 *
651151	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	814.00 *
651152	BUI JR, RICHARD	RENT SUBSIDY	3,560.00 *
651153	BUI JR, RICHARD	RENT SUBSIDY	506.00 *
651154	BUI, JIMMY QUOC	RENT SUBSIDY	3,736.00 *
651155	BUI, LAI	RENT SUBSIDY	1,032.00 *
651156	BUI, LAN HUYNH NGOC	RENT SUBSIDY	891.00 *
651157	BUI, MINH Q	RENT SUBSIDY	2,552.00 *
651158	BUI, PHAT	RENT SUBSIDY	2,275.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651159	BUI, SON MINH	RENT SUBSIDY	1,186.00 *
651160	BUI, TINH TIEN	RENT SUBSIDY	1,122.00 *
651161	CALKINS, RONALD	RENT SUBSIDY	1,243.00 *
651162	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	649.00 *
651163	CHANTECLAIR APTS	RENT SUBSIDY	1,062.00 *
651164	CHEN, DAVID	RENT SUBSIDY	1,080.00 *
651165	CHOI, JOON	RENT SUBSIDY	1,362.00 *
651166	CHRISTMAN, ROBERT	RENT SUBSIDY	1,632.00 *
651167	CHU, MEI-LING	RENT SUBSIDY	1,129.00 *
651168	CLARY, KIM	RENT SUBSIDY	798.00 *
651169	CONCEPCION, RODRIGO	RENT SUBSIDY	935.00 *
651170	CRESTWOOD ON 7, LLC	RENT SUBSIDY	3,164.00 *
651171	CROCKETT, JACK	RENT SUBSIDY	3,944.00 *
651172	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	5,077.00 *
651173	DANG, STACY HOA TUOI	RENT SUBSIDY	1,597.00 *
651174	DINH, KIM-ANH T	RENT SUBSIDY	1,429.00 *
651175	DO, DAITRANG	RENT SUBSIDY	2,741.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651176	DO, DOMINIC HAU	RENT SUBSIDY	2,200.00 *
651177	DO, KIEN TRONG	RENT SUBSIDY	1,001.00 *
651178	DO, THO	RENT SUBSIDY	2,592.00 *
651179	DO, THUAN	RENT SUBSIDY	906.00 *
651180	DO, TIM	RENT SUBSIDY	1,833.00 *
651181	DOAN, DINH T	RENT SUBSIDY	1,217.00 *
651182	DONNER, HELMUT	RENT SUBSIDY	2,202.00 *
651183	DUONG, LAN	RENT SUBSIDY	1,308.00 *
651184	DUONG, CHI THI	RENT SUBSIDY	1,629.00 *
651185	EL CAMINO LU, LLC	RENT SUBSIDY	293.00 *
651186	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,246.00 *
651187	EMERALD GARDENS APT	RENT SUBSIDY	1,090.00 *
651188	EUCLID PARK APTS	RENT SUBSIDY	1,221.00 *
651189	FULLWOOD, DALE A	RENT SUBSIDY	581.00 *
651190	GAMA APART LLC	RENT SUBSIDY	1,619.00 *
651191	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	HAP-ESCROW	9,537.00 *
651192	GEORGIAN APTS	RENT SUBSIDY	1,089.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651193	GIA VU, INC	RENT SUBSIDY	1,431.00 *
651195	GROVE PARK LLC	RENT SUBSIDY	4,185.00 *
651196	HA, MANH MINH	RENT SUBSIDY	1,003.00 *
651197	HANSEN, RICHARD D	RENT SUBSIDY	1,189.00 *
651198	HARA, KULJIT	RENT SUBSIDY	874.00 *
651199	HARA, STEVE	RENT SUBSIDY	4,026.00 *
651200	HAUPT PROPERTIES LLC	RENT SUBSIDY	949.00 *
651201	Hawthorne Housing Authority	PORTABILITY ADMIN	72.42 *
651201	Hawthorne Housing Authority	RENT SUBSIDY	642.00 *
651202	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	RENT SUBSIDY	660.00 *
651203	HO, THOMAS P	RENT SUBSIDY	1,140.00 *
651204	HOANG, LIEN	RENT SUBSIDY	1,057.00 *
651205	HOFFMAN,NICK	RENT SUBSIDY	824.00 *
651206	HUANG, CHONG WEI	RENT SUBSIDY	1,827.00 *
651207	HUYNH, NATALIE N	RENT SUBSIDY	2,286.00 *
651208	HUYNH,NGHIA TRUNG	RENT SUBSIDY	2,031.00 *
651209	HUYNH,TRANG	RENT SUBSIDY	3,255.00 *
651210	JEAN, NARIYA	RENT SUBSIDY	1,980.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651211	JEANNE JURADO TRUSTEE	RENT SUBSIDY	1,022.00 *
651212	JOHNSON, LINDA	RENT SUBSIDY	2,186.00 *
651213	JOMARC PROPERTIES LTD		8,879.00 *
651214	JOSEPH & KIM CORP.	RENT SUBSIDY	1,077.00 *
651215	KDF HERMOSA LP	RENT SUBSIDY	3,857.00 *
651216	KDF MALABAR LP	RENT SUBSIDY	32,556.00 *
651217	KDF SEA WIND LP	RENT SUBSIDY	993.00 *
651218	KINGMAN GARDENS CORPORATION	RENT SUBSIDY	1,283.00 *
651219	KLEIN, MARTIN	RENT SUBSIDY	752.00 *
651220	KOLSY, M I	RENT SUBSIDY	1,178.00 *
651221	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
651222	LADERA WNG II, LLC	RENT SUBSIDY	2,598.00 *
651223	LAM, CAM THI T	RENT SUBSIDY	685.00 *
651224	LE FAMILY TRUST	RENT SUBSIDY	3,171.00 *
651225	LE, DON	RENT SUBSIDY	587.00 *
651226	LE, DONALD	RENT SUBSIDY	1,059.00 *
651227	LE, HUY	RENT SUBSIDY	2,269.00 *
651228	LE, HUY	RENT SUBSIDY	1,075.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651229	LE, NGHIA V	RENT SUBSIDY	2,191.00 *
651230	LE, TRACEY	RENT SUBSIDY	1,093.00 *
651231	LE, VANESSA	RENT SUBSIDY	1,230.00 *
651232	LE, VIET Q.	RENT SUBSIDY	1,090.00 *
651233	LE, YENNNHI	RENT SUBSIDY	1,042.00 *
651234	LE,BAO GIA	RENT SUBSIDY	2,330.00 *
651235	LE-MUNZER, HOABINH	RENT SUBSIDY	831.00 *
651236	LEONG, DOUG	RENT SUBSIDY	1,254.00 *
651237	LIAO, ALICE	RENT SUBSIDY	2,041.00 *
651238	MACDONALD, WILLIAM T	RENT SUBSIDY	2,121.00 *
651239	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,174.00 *
651240	MAH, LARRY	RENT SUBSIDY	544.00 *
651241	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,243.00 *
651242	MAMMEN, TERRY	RENT SUBSIDY	3,444.00 *
651243	MANNIL, SUPUNNEE	RENT SUBSIDY	3,500.00 *
651244	MAO, ZHIYAN	RENT SUBSIDY	2,230.00 *
651245	MARQUIS APTS, LLC	RENT SUBSIDY	1,829.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651246	MIDWAY INTEREST LP	RENT SUBSIDY	2,044.00 *
651247	MIYAMOTO, JEAN	RENT SUBSIDY	73.00 *
651248	MONARK, LP	RENT SUBSIDY	1,283.00 *
651249	NAGHIBI, ALI	RENT SUBSIDY	1,465.00 *
651250	NGO, ANDREW	RENT SUBSIDY	1,253.00 *
651251	NGO, KIM	RENT SUBSIDY	836.00 *
651252	NGO, MARY	RENT SUBSIDY	4,869.00 *
651253	NGO, HOA KIM	RENT SUBSIDY	1,467.00 *
651254	NGUYEN, ANDREA	RENT SUBSIDY	962.00 *
651255	NGUYEN, BACH THI	RENT SUBSIDY	1,079.00 *
651256	NGUYEN, BICHLE T	RENT SUBSIDY	4,298.00 *
651257	NGUYEN, D DUY MD	RENT SUBSIDY	972.00 *
651258	NGUYEN, FRANK M	RENT SUBSIDY	1,666.00 *
651259	NGUYEN, HOC VAN	RENT SUBSIDY	1,699.00 *
651260	NGUYEN, LAN HUONG	RENT SUBSIDY	748.00 *
651261	NGUYEN, LE THUY	RENT SUBSIDY	1,242.00 *
651262	NGUYEN, LINDA MAI	RENT SUBSIDY	885.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651263	NGUYEN, LOAN THANH	RENT SUBSIDY	1,011.00 *
651264	NGUYEN, MAI	RENT SUBSIDY	1,309.00 *
651265	NGUYEN, NICOLE U	RENT SUBSIDY	1,401.00 *
651266	NGUYEN, QUANG M	RENT SUBSIDY	1,180.00 *
651267	NGUYEN, STEVE T	RENT SUBSIDY	3,405.00 *
651268	NGUYEN, STEVEN	RENT SUBSIDY	948.00 *
651269	NGUYEN, TAM N	RENT SUBSIDY	1,020.00 *
651270	NGUYEN, THANG XUAN	RENT SUBSIDY	1,090.00 *
651271	NGUYEN, THANH VAN	RENT SUBSIDY	2,916.00 *
651272	NGUYEN, THU-ANH	RENT SUBSIDY	1,989.00 *
651273	NGUYEN, THUY T.	RENT SUBSIDY	1,174.00 *
651274	NGUYEN, VINH K	RENT SUBSIDY	1,265.00 *
651275	NGUYEN, NICOLE UYEN	RENT SUBSIDY	641.00 *
651276	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,241.00 *
651277	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,811.00 *
651278	NGUYEN, TON SANH	RENT SUBSIDY	1,177.00 *
651279	NGUYEN, TRACY	RENT SUBSIDY	1,462.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651280	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,086.00 *
651281	NIGUEL EQUITY PARTNERS, LLC	RENT SUBSIDY	1,842.00 *
651282	NORTHWOOD PLACE	RENT SUBSIDY	3,299.00 *
651283	PAHU, BRADRAKUMAR L	RENT SUBSIDY	1,142.00 *
651284	PALMA VISTA APTS, LLC	RENT SUBSIDY	1,185.00 *
651285	PARCIES INVESTMENT	RENT SUBSIDY	1,504.00 *
651286	PARK, CHONG PIL	RENT SUBSIDY	1,086.00 *
651287	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	2,547.00 *
651288	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	2,956.00 *
651289	PEAR TREE VILLAGE APTS, LLC	RENT SUBSIDY	2,134.00 *
651290	PHAM, ANH THI	RENT SUBSIDY	1,202.00 *
651291	PHAM, DAVID DUNG	RENT SUBSIDY	1,278.00 *
651292	PHAM, NHAC T.	RENT SUBSIDY	2,312.00 *
651293	PHAM, QUYEN	RENT SUBSIDY	799.00 *
651294	PHAM, TUNG	RENT SUBSIDY	1,638.00 *
651295	PHAM, VANTHI	RENT SUBSIDY	1,230.00 *
651296	PHAM, LOAN ANH THI	RENT SUBSIDY	1,131.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651297	PHAN, VAN KHANH	RENT SUBSIDY	1,044.00 *
651298	PHAN, VIVIAN	RENT SUBSIDY	983.00 *
651299	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	2,368.00 *
651300	PLAZA WOODS, LLC	RENT SUBSIDY	2,728.00 *
651301	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RENT SUBSIDY	1,333.00 *
651302	RANCHO ALISAL	RENT SUBSIDY	1,580.00 *
651303	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	624.00 *
651304	S.E. AMSTER	RENT SUBSIDY	1,059.00 *
651305	SCHWERMANN, CELESTE	RENT SUBSIDY	1,389.00 *
651306	SILLO NORTHEAST, LLC	RENT SUBSIDY	1,627.00 *
651309	TA, CATHY	RENT SUBSIDY	1,564.00 *
651310	TERESINA APARTMENTS	RENT SUBSIDY	1,080.00 *
651311	THE KNOLLS	RENT SUBSIDY	258.00 *
651312	THE OVERLOOK	RENT SUBSIDY	1,242.00 *
651313	THOMSON EQUITIES	RENT SUBSIDY	1,063.00 *
651314	THOMSON EQUITIES	RENT SUBSIDY	3,069.00 *
651315	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	1,656.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651316	TIC INVESTMENT COMPANY LLC NORTHWOOD PLACE APARTMENTS	RENT SUBSIDY	988.00 *
651317	TON, VINH THAT	RENT SUBSIDY	1,907.00 *
651318	TRAN, EDWARD T	RENT SUBSIDY	830.00 *
651319	TRAN, ERIC	RENT SUBSIDY	637.00 *
651320	TRAN, THERESA T	RENT SUBSIDY	847.00 *
651321	TRAN, TIEN	RENT SUBSIDY	651.00 *
651322	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	965.00 *
651323	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	614.00 *
651324	TRINH, TRANG N	RENT SUBSIDY	1,093.00 *
651325	TRUONG, BAY LE	RENT SUBSIDY	1,624.00 *
651326	TRUONG, THUAN BICH	RENT SUBSIDY	1,016.00 *
651327	TRUONG, THUAN BICH	RENT SUBSIDY	3,059.00 *
651328	TRUONG, SON BICH	RENT SUBSIDY	1,330.00 *
651331	TURI, ANGELO S	RENT SUBSIDY	2,353.00 *
651332	VELASTEGUI, MARCO	RENT SUBSIDY	1,290.00 *
651333	VILLA CAPRI ESTATES	RENT SUBSIDY	766.00 *
651334	VINH, THUA	RENT SUBSIDY	238.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651335	VISTA DEL SOL APARTMENTS	RENT SUBSIDY	1,130.00 *
651336	VISTA DEL SOL APTS	RENT SUBSIDY	1,076.00 *
651337	VO, KIMCHI	RENT SUBSIDY	1,661.00 *
651338	VO, NAM T	RENT SUBSIDY	657.00 *
651339	VO, TIN TRUNG	RENT SUBSIDY	1,010.00 *
651340	VPM MANAGEMENT	RENT SUBSIDY	1,059.00 *
651341	VU, THAI	RENT SUBSIDY	1,428.00 *
651342	VU, DANNY	RENT SUBSIDY	657.00 *
651343	WEST, NEIL E	RENT SUBSIDY	1,243.00 *
651344	WINDSOR-DAWSON LP	RENT SUBSIDY	5,090.00 *
651345	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,594.00 *
651346	WOODBURY SQUARE	RENT SUBSIDY	1,379.00 *
651347	YIANG, VINCE	RENT SUBSIDY	1,228.00 *
W651141	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,377.00 *
W651141	19822 BROOKHURST, LLC	RENT SUBSIDY	2,352.00 *
W651141	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	1,062.00 *
W651141	13251 NEWLAND LLC	RENT SUBSIDY	8,458.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651141	12911 GALWAY ST, LLC	RENT SUBSIDY	4,204.00 *
W651141	2300 W EL SEGUNDO, LP	RENT SUBSIDY	13,441.00 *
W651142	ABCO CROWN VILLA,LTD	RENT SUBSIDY	1,733.00 *
W651142	ACACIAN APTS	RENT SUBSIDY	32,465.00 *
W651142	ACT EQUITIES, LLC	RENT SUBSIDY	2,076.00 *
W651142	ACACIA VILLAGE	RENT SUBSIDY	20,404.00 *
W651142	8080 BEVER PLACE-NEGBA LLC	RENT SUBSIDY	1,250.00 *
W651142	7632 21ST ST LP	RENT SUBSIDY	3,913.00 *
W651142	8572 STANFORD, LLC	RENT SUBSIDY	830.00 *
W651143	ALFRED P VU & JULIE NGA HO,LLC	RENT SUBSIDY	3,510.00 *
W651143	ALIBULLA, REHANA	RENT SUBSIDY	1,978.00 *
W651143	AEGEAN APARTMENTS	RENT SUBSIDY	5,494.00 *
W651143	ADRIATIC APTS	RENT SUBSIDY	892.00 *
W651143	ADVANTAGE PROPERTY MANAGEMENT	RENT SUBSIDY	689.00 *
W651143	ALBERS, CHRISTOPHER J	RENT SUBSIDY	481.00 *
W651144	ALLARD APARTMENT, LLC	RENT SUBSIDY	3,566.00 *
W651144	ALLEN, LYNN KATHLEEN	RENT SUBSIDY	1,244.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651145	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	1,180.00 *
W651145	ALTEZA, INC	RENT SUBSIDY	1,964.00 *
W651146	AMERICAN FAMILY HOUSING	RENT SUBSIDY	1,761.00 *
W651149	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	5,625.00 *
W651149	AOU, CHUNG NAN	RENT SUBSIDY	1,197.00 *
W651149	ARBOR VILLAS, LLC	RENT SUBSIDY	1,350.00 *
W651149	ARJON, TIMOTEO	RENT SUBSIDY	2,117.00 *
W651149	ATTIA, EIDA A	RENT SUBSIDY	1,552.00 *
W651149	AUDUONG, PAUL	RENT SUBSIDY	1,194.00 *
W651149	AUGUSTA GROUP INVESTMENTS INC	RENT SUBSIDY	1,167.00 *
W651149	ARROYO DEVELOPMENT PARTNERS, LL	RENT SUBSIDY	428.00 *
W651150	BACH & JASON NGUYEN INVESTMENT LLC	RENT SUBSIDY	1,208.00 *
W651150	BACH, PHAN	RENT SUBSIDY	891.00 *
W651150	AYNEM INVESTMENTS, LP	RENT SUBSIDY	12,589.00 *
W651151	BANH, HA	RENT SUBSIDY	1,216.00 *
W651151	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	6,636.00 *
W651151	BEHRENS PROPERTIES, LLC	RENT SUBSIDY	897.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651151	BELAGE PRESERVATION, LP	RENT SUBSIDY	1,450.00 *
W651151	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	1,200.00 *
W651151	BHALANI, ANIL	RENT SUBSIDY	1,065.00 *
W651151	BHATT, N C	RENT SUBSIDY	2,824.00 *
W651151	BOUTROS, ADEL A	RENT SUBSIDY	1,921.00 *
W651151	BOWEN PROPERTY, LLC	RENT SUBSIDY	1,161.00 *
W651151	BOZARJIAN, MAI	RENT SUBSIDY	25,144.00 *
W651151	BRACHA, SHAY	RENT SUBSIDY	1,546.00 *
W651151	BRE PARAGON MF INVESTMENT LP	RENT SUBSIDY	3,446.00 *
W651151	BRIAR CREST / ROSE CREST	RENT SUBSIDY	3,206.00 *
W651151	BROWN, SHARON OR NORMAN	RENT SUBSIDY	3,021.00 *
W651151	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	1,116.00 *
W651151	BEACH CREEK APARTMENTS	RENT SUBSIDY	1,260.00 *
W651151	BERTINA PANG LOH CHANG	RENT SUBSIDY	903.00 *
W651151	BAKER RANCH AFFORDABLE LP	RENT SUBSIDY	2,116.00 *
W651151	BARRETT, BRETT A	RENT SUBSIDY	1,014.00 *
W651151	BORTHWICK, KELLY	RENT SUBSIDY	1,154.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651153	BUI, BACH	RENT SUBSIDY	955.00 *
W651153	BUI, DUNG	RENT SUBSIDY	883.00 *
W651153	BUI, DANIEL D.	RENT SUBSIDY	1,589.00 *
W651154	BUI, KIMBERLY	RENT SUBSIDY	2,276.00 *
W651154	BUI, KIMLOAN THI	RENT SUBSIDY	1,112.00 *
W651156	BUI, LONG	RENT SUBSIDY	1,019.00 *
W651157	BUI, MONICA	RENT SUBSIDY	2,628.00 *
W651157	BUI, NGA HUYNH	RENT SUBSIDY	997.00 *
W651159	BUI, SON VAN	RENT SUBSIDY	1,529.00 *
W651159	BUI, TAM THI	RENT SUBSIDY	1,357.00 *
W651159	BUI, THUAN	RENT SUBSIDY	1,826.00 *
W651160	BUI, TRIET THO-MINH	RENT SUBSIDY	1,779.00 *
W651160	C.S.T. CAPITAL LLC	RENT SUBSIDY	1,492.00 *
W651160	CAI-NGUYEN, THU T	RENT SUBSIDY	1,518.00 *
W651160	CALA GRASIO APTS	RENT SUBSIDY	987.00 *
W651160	BURLEY, DAVID M	RENT SUBSIDY	1,400.00 *
W651161	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	938.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651161	CAO, MYTRANG	RENT SUBSIDY	1,188.00 *
W651161	CAO, PHUOC GIA	RENT SUBSIDY	990.00 *
W651161	CASCADE TERRACE APARTMENTS	RENT SUBSIDY	4,513.00 *
W651161	CDN INVESTMENTS, INC	RENT SUBSIDY	2,243.00 *
W651161	CASA MADRID	RENT SUBSIDY	5,517.00 *
W651161	CASCINO, DAVID G.	RENT SUBSIDY	1,965.00 *
W651162	CHAN, KOU LEAN	RENT SUBSIDY	966.00 *
W651162	CHAN, TIFFANNIE L.	RENT SUBSIDY	1,310.00 *
W651162	CHAN,MIN OR TRAN,CHIEH	RENT SUBSIDY	2,193.00 *
W651162	CHANG, EVELYN	RENT SUBSIDY	2,434.00 *
W651162	CHANG, SHERRI	RENT SUBSIDY	1,545.00 *
W651162	CHANG, WARREN	RENT SUBSIDY	943.00 *
W651163	CHATHAM VILLAGE APTS	RENT SUBSIDY	5,776.00 *
W651163	CHAU, ALICE	RENT SUBSIDY	2,188.00 *
W651163	CHELSEA COURT APTS	RENT SUBSIDY	1,210.00 *
W651163	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,938.00 *
W651163	CHEN, SHIAO-YUNG	RENT SUBSIDY	4,967.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651163	CHEN, T C	RENT SUBSIDY	30,938.00 *
W651163	CHARLESTON GARDENS, LLC	RENT SUBSIDY	1,154.00 *
W651163	CHAUK PAN CHIN	RENT SUBSIDY	1,406.00 *
W651163	CHAU, KENNY	RENT SUBSIDY	1,398.00 *
W651164	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,226.00 *
W651164	CHEUNG,STEPHEN	RENT SUBSIDY	1,410.00 *
W651164	CHEY,PAUL M	RENT SUBSIDY	906.00 *
W651164	CHIANG, LI-YONG	RENT SUBSIDY	1,327.00 *
W651164	CHHUM, NARITH	RENT SUBSIDY	720.00 *
W651165	CHONG,DON J G	RENT SUBSIDY	9,462.00 *
W651167	CHUN, JOHN	RENT SUBSIDY	954.00 *
W651167	CINCO TRAN, LLC	RENT SUBSIDY	1,433.00 *
W651167	CHUNG, KYU B	RENT SUBSIDY	4,433.00 *
W651167	CITRUS GROVE, LP	RENT SUBSIDY	786.00 *
W651168	CLIFTON, KATHLEEN P	RENT SUBSIDY	1,042.00 *
W651168	COLACION, KATHY D	RENT SUBSIDY	1,791.00 *
W651168	COMMUNITY GARDENS PARTNERS LP	RENT SUBSIDY	4,725.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651168	CONCEPCION, NORMA S	RENT SUBSIDY	1,142.00 *
W651168	CO, PONCH	RENT SUBSIDY	1,015.00 *
W651169	CONCORD MGMT LLC	RENT SUBSIDY	701.00 *
W651169	CONNOR PINES LLC	RENT SUBSIDY	12,945.00 *
W651169	CONTINENTAL GARDENS APTS	RENT SUBSIDY	13,907.00 *
W651169	COURTYARD VILLAS	RENT SUBSIDY	8,068.00 *
W651169	COY, CHRISTINE OR FREEMAN, CYNTHIA	RENT SUBSIDY	1,127.00 *
W651169	CORNER CAPITAL INVESTMENTS	RENT SUBSIDY	735.00 *
W651171	CRUZAT, KERILYN	RENT SUBSIDY	931.00 *
W651171	CUNG, KHANH	RENT SUBSIDY	2,570.00 *
W651171	CUNG, KHIEM	RENT SUBSIDY	1,192.00 *
W651171	DAC, NGHIA HO OR PHAN VE TU	RENT SUBSIDY	1,611.00 *
W651171	CURTIS FAMILY TRUST	RENT SUBSIDY	1,562.00 *
W651171	DAI, HUONG NGOC	RENT SUBSIDY	723.00 *
W651171	D1 SENIOR IRVINE HOUSING PARTNERS, LP	RENT SUBSIDY	1,272.00 *
W651171	CTC INVESTMENT GROUP, INC	RENT SUBSIDY	1,154.00 *
W651172	DAM, BINH DINH	RENT SUBSIDY	1,241.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651172	DANG, ANNIE	RENT SUBSIDY	405.00 *
W651172	DANG, CHINH VAN	RENT SUBSIDY	1,255.00 *
W651172	DANG, MIKE M	RENT SUBSIDY	1,558.00 *
W651172	DANG, DAVID	RENT SUBSIDY	1,435.00 *
W651173	DANG, THANH-THUY THI	RENT SUBSIDY	913.00 *
W651173	DAO, JOSEPH N	RENT SUBSIDY	1,101.00 *
W651173	DAO, MINH	RENT SUBSIDY	864.00 *
W651173	DAO, NELSON NGUYEN	RENT SUBSIDY	3,523.00 *
W651173	DAO, TRU	RENT SUBSIDY	3,886.00 *
W651173	DAO, TU VAN	RENT SUBSIDY	2,011.00 *
W651173	DAO, NGOC-THUY	RENT SUBSIDY	1,207.00 *
W651173	DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN	RENT SUBSIDY	2,208.00 *
W651173	DAVIS, SON OR MICHELLE	RENT SUBSIDY	824.00 *
W651173	DE ANZA PLAZA APTS II	RENT SUBSIDY	2,123.00 *
W651173	DE MIRANDA MANAGEMENT	RENT SUBSIDY	1,071.00 *
W651173	DEWYER, CLARA J.	RENT SUBSIDY	1,187.00 *
W651173	DIAZ, FRANK T	RENT SUBSIDY	1,260.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651173	DIEP, HOI TUAN	RENT SUBSIDY	1,296.00 *
W651173	DINH, CHINH	RENT SUBSIDY	1,035.00 *
W651173	DINH, HAI	RENT SUBSIDY	1,338.00 *
W651173	DINH, HANH	RENT SUBSIDY	1,803.00 *
W651173	DINH, JOSEPH	RENT SUBSIDY	42.00 *
W651173	DINH, KATHLEEN	RENT SUBSIDY	1,593.00 *
W651173	DINH, KATHY	RENT SUBSIDY	2,452.00 *
W651173	DINH, KIM	RENT SUBSIDY	1,064.00 *
W651173	DINH, LAN THAI	RENT SUBSIDY	2,246.00 *
W651173	DINH, LONG T	RENT SUBSIDY	868.00 *
W651173	DINH, NHU Y	RENT SUBSIDY	1,144.00 *
W651173	DINH, THU V.	RENT SUBSIDY	1,378.00 *
W651173	DINH, TUAN	RENT SUBSIDY	1,714.00 *
W651173	DINH, Y NHA	RENT SUBSIDY	2,161.00 *
W651173	DDA LLC	RENT SUBSIDY	1,225.00 *
W651173	DEERING II FAMILY L.P.	RENT SUBSIDY	983.00 *
W651174	DINH, THANH	RENT SUBSIDY	1,487.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651174	DNK PROPERTY LLC	RENT SUBSIDY	14,230.00 *
W651174	DO, BRANDON BINH	RENT SUBSIDY	1,906.00 *
W651174	DO, BYRON	RENT SUBSIDY	2,122.00 *
W651176	DO, JONATHAN	RENT SUBSIDY	1,400.00 *
W651177	DO, MINH C.	RENT SUBSIDY	3,455.00 *
W651177	DO, MINH TAM	RENT SUBSIDY	1,663.00 *
W651177	DO, MY-PHUONG	RENT SUBSIDY	1,180.00 *
W651177	DO, NANCY	RENT SUBSIDY	1,005.00 *
W651177	DO, SELENA	RENT SUBSIDY	2,080.00 *
W651179	DO, THUY THI	RENT SUBSIDY	45.00 *
W651180	DO, TINA	RENT SUBSIDY	4,084.00 *
W651180	DO, XUYEN THI	RENT SUBSIDY	1,032.00 *
W651181	DOAN, HARRY	RENT SUBSIDY	612.00 *
W651181	DOAN, HOAI T	RENT SUBSIDY	1,274.00 *
W651181	DOAN, HUY	RENT SUBSIDY	2,784.00 *
W651181	DOAN, KYLAM	RENT SUBSIDY	1,526.00 *
W651181	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,467.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651181	DOAN, PHUONGNGA THI	RENT SUBSIDY	1,737.00 *
W651181	DOAN, THANH QUE	RENT SUBSIDY	1,526.00 *
W651181	DOHANH, WILLIAM D	RENT SUBSIDY	1,574.00 *
W651181	DOIDGE, JERRY	RENT SUBSIDY	1,278.00 *
W651181	DOLCE VITA INVESTMENTS, LLC	RENT SUBSIDY	5,323.00 *
W651181	DONG, MINH TRANG	RENT SUBSIDY	765.00 *
W651181	DOAN, HIEP THI	RENT SUBSIDY	4,454.00 *
W651182	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	941.00 *
W651182	DOWD III, WILLIAM A.	RENT SUBSIDY	948.00 *
W651182	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	4,878.00 *
W651182	DTP INVESTMENTS, LLC	RENT SUBSIDY	2,429.00 *
W651182	DU, CHRISTINE H.	RENT SUBSIDY	1,320.00 *
W651182	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	1,043.00 *
W651182	DUNNETT, DAVID F	RENT SUBSIDY	1,134.00 *
W651182	DUONG, HONG MANH	RENT SUBSIDY	950.00 *
W651182	DUNN, DAVID C	RENT SUBSIDY	2,511.00 *
W651182	DUCATO GARDENS, LLC	RENT SUBSIDY	852.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651183	DUONG, LOM	RENT SUBSIDY	1,500.00 *
W651183	DUONG, MINH B	RENT SUBSIDY	3,934.00 *
W651183	DUONG, THAI VAN	RENT SUBSIDY	1,257.00 *
W651184	DUONG,HUNG Q	RENT SUBSIDY	1,142.00 *
W651184	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	2,081.00 *
W651184	EHLE, GERALD	RENT SUBSIDY	1,928.00 *
W651184	DYO, GLADYS	RENT SUBSIDY	559.00 *
W651184	EDLUND, DANIEL T	RENT SUBSIDY	1,308.00 *
W651185	EL PUEBLO APTS	RENT SUBSIDY	179.00 *
W651185	EL RAY PARTNERS, LLC	RENT SUBSIDY	6,643.00 *
W651186	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,213.00 *
W651186	ELIAS CAPITAL GROUP, LLC	RENT SUBSIDY	2,233.00 *
W651187	ENGEL, TERRY C	RENT SUBSIDY	9.00 *
W651188	EVERGREEN ESTATE EXPANSION LLC	RENT SUBSIDY	6,327.00 *
W651188	FAIRVIEW MGMT COMPANY	RENT SUBSIDY	2,676.00 *
W651188	FAN, BOONE	RENT SUBSIDY	2,249.00 *
W651188	FBC APARTMENTS	RENT SUBSIDY	780.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651188	FIELDS, FLOYD H	RENT SUBSIDY	1,206.00 *
W651188	FINCH, WENDY	RENT SUBSIDY	981.00 *
W651188	FIVE POINTS SENIOR APTS	RENT SUBSIDY	2,057.00 *
W651188	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	1,473.00 *
W651188	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,187.00 *
W651188	FRECHTMAN, WILLIAM	RENT SUBSIDY	1,184.00 *
W651188	FREEDOMPATH PROPERTIES, LLC	RENT SUBSIDY	1,555.00 *
W651188	FU CRAIG FA, LLC	RENT SUBSIDY	3,840.00 *
W651188	FREMONT 2225	RENT SUBSIDY	1,251.00 *
W651188	FRANCISCAN GARDENS APTS-	RENT SUBSIDY	16,129.00 *
W651190	GANZ, KARL	RENT SUBSIDY	993.00 *
W651190	GARCIA, ALBINO	RENT SUBSIDY	2,352.00 *
W651190	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,092.00 *
W651190	GARDEN BAY APARTMENTS, LLC	RENT SUBSIDY	937.00 *
W651191	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	5,032.00 *
W651191	GARZA, CAROL	RENT SUBSIDY	806.00 *
W651191	GARDEN TERRACE MHC, LLC	RENT SUBSIDY	1,003.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W6511192	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,606.00 *
W6511193	GIACALONE, BRIGITTE	RENT SUBSIDY	871.00 *
W6511193	GIGI APARTMENTS	RENT SUBSIDY	1,987.00 *
W6511193	GLENHAVEN MOBILODGE	RENT SUBSIDY	328.00 *
W6511193	GOMEZ, HENRY S.	RENT SUBSIDY	1,417.00 *
W6511193	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	383.00 *
W6511193	GREENFIELDSE, LLC	RENT SUBSIDY	2,583.00 *
W6511193	GREEN, WILLIAM	RENT SUBSIDY	1,229.00 *
W6511194	GROVE PARK L.P.	RENT SUBSIDY	61,229.00 *
W6511195	GULMESOFF, JIM	RENT SUBSIDY	3,998.00 *
W6511195	GUSTIN, TIMOTHY M	RENT SUBSIDY	707.00 *
W6511195	GUYUMJYAN, GINA	RENT SUBSIDY	3,100.00 *
W6511195	HA, DAC T	RENT SUBSIDY	1,211.00 *
W6511195	HA, KHIEM Q	RENT SUBSIDY	986.00 *
W6511195	HA, CASIE	RENT SUBSIDY	2,117.00 *
W6511196	HA, TRAN D	RENT SUBSIDY	2,497.00 *
W6511196	HA, TRIET M.	RENT SUBSIDY	1,119.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651196	HAH, CHENG	RENT SUBSIDY	944.00 *
W651196	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,430.00 *
W651196	HAN, LINDA	RENT SUBSIDY	1,974.00 *
W651197	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	1,964.00 *
W651199	HAU, STEVEN	RENT SUBSIDY	1,857.00 *
W651199	HARBOR GROVE LUXURY APARTMENTS	RENT SUBSIDY	23,348.00 *
W651201	HERITAGE PARK	RENT SUBSIDY	3,360.00 *
W651201	HERITAGE VILLAGE	RENT SUBSIDY	1,465.00 *
W651201	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	1,186.00 *
W651202	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	1,363.00 *
W651202	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,669.00 *
W651202	HO, HENRY HOI	RENT SUBSIDY	1,566.00 *
W651202	HO, HIEP or DAO, NGOC THUY	RENT SUBSIDY	4,426.00 *
W651202	HO, KEVIN TRIEU	RENT SUBSIDY	2,291.00 *
W651202	HO, LIEN KIM	RENT SUBSIDY	1,398.00 *
W651202	HO, PAULINE	RENT SUBSIDY	2,282.00 *
W651202	HIGHLAND FINANCE INVESTMENTS CORP.	RENT SUBSIDY	1,140.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651203	HO, TIM	RENT SUBSIDY	1,077.00 *
W651203	HOANG, JAMES	RENT SUBSIDY	3,502.00 *
W651203	HOANG, LAN T	RENT SUBSIDY	1,394.00 *
W651204	HOANG, LONG	RENT SUBSIDY	1,129.00 *
W651204	HOANG, TRACY	RENT SUBSIDY	902.00 *
W651204	HOANG, TUAN	RENT SUBSIDY	1,272.00 *
W651204	HOANG, LANG	RENT SUBSIDY	1,053.00 *
W651204	HOANG, NHAN TIEN	RENT SUBSIDY	961.00 *
W651205	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	898.00 *
W651205	HOPPE, SALLY	RENT SUBSIDY	1,071.00 *
W651205	HOWELL, ARLENE J	RENT SUBSIDY	1,069.00 *
W651205	HSU, CHANG-HUA LIU	RENT SUBSIDY	1,114.00 *
W651205	HUA, LUC	RENT SUBSIDY	1,348.00 *
W651206	HUERTA, DANIEL	RENT SUBSIDY	1,007.00 *
W651206	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,225.00 *
W651206	HUSS, DON	RENT SUBSIDY	2,007.00 *
W651206	HUYNH, CHEN THI	RENT SUBSIDY	3,584.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651206	HUYNH, FELIX	RENT SUBSIDY	1,107.00 *
W651206	HUYNH, KELVIN	RENT SUBSIDY	1,153.00 *
W651206	HUYNH, LOAN	RENT SUBSIDY	1,009.00 *
W651206	HUYNH, MINH HUY	RENT SUBSIDY	1,111.00 *
W651206	HUYNH, MINH T MAI	RENT SUBSIDY	869.00 *
W651207	HUYNH, PHILIP	RENT SUBSIDY	548.00 *
W651207	HUYNH, SALLY B	RENT SUBSIDY	1,140.00 *
W651207	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	1,032.00 *
W651207	HUYNH, LONG BAO	RENT SUBSIDY	1,037.00 *
W651207	HUYNH, TONY	RENT SUBSIDY	621.00 *
W651209	HWANG, C.M.	RENT SUBSIDY	1,244.00 *
W651209	IMPERIAL NORTH HOLDINGS, LLC	RENT SUBSIDY	726.00 *
W651209	IMPERIAL NORTHWEST HOLDINGS	RENT SUBSIDY	4,887.00 *
W651209	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	2,406.00 *
W651209	J & E ESTATES, LLC	RENT SUBSIDY	1,780.00 *
W651209	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	3,767.00 *
W651209	JANESKI, JERRY	RENT SUBSIDY	976.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651209	JANGIE, LLC	RENT SUBSIDY	1,285.00 *
W651209	HWINN, TUE T	RENT SUBSIDY	1,140.00 *
W651211	JG & B CORPORATION	RENT SUBSIDY	8,186.00 *
W651211	JGKALLINS INVESTMENTS LP	RENT SUBSIDY	1,204.00 *
W651211	JOHNSON, NATHAN D.	RENT SUBSIDY	2,340.00 *
W651211	JENSEN SOMMERVILLE CONZELMAN CO. LP	RENT SUBSIDY	1,592.00 *
W651214	JTK & ASSOCIATES	RENT SUBSIDY	1,157.00 *
W651214	JTM BAYOU, LLC	RENT SUBSIDY	1,841.00 *
W651214	JU, LIN J	RENT SUBSIDY	2,113.00 *
W651214	JU, FRED	RENT SUBSIDY	1,067.00 *
W651214	KAID MALINDA INVESTMENT INC	RENT SUBSIDY	2,028.00 *
W651214	KAMAT, JAIDEEP	RENT SUBSIDY	1,224.00 *
W651214	KASHI TRUST	RENT SUBSIDY	11,910.00 *
W651214	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	675.00 *
W651214	KAY VEE, LLC	RENT SUBSIDY	1,421.00 *
W651214	KCM INVESTMENTS LLC	RENT SUBSIDY	1,879.00 *
W651214	JUNG SUN NOH	RENT SUBSIDY	8,195.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651214	KD RENT	RENT SUBSIDY	1,633.00 *
W651217	KEH, LU-YONG	RENT SUBSIDY	4,294.00 *
W651217	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,541.00 *
W651217	KELLEY, ROBERT	RENT SUBSIDY	3,893.00 *
W651217	KENSINGTON GARDENS	RENT SUBSIDY	1,651.00 *
W651217	KHA, DAN VAN	RENT SUBSIDY	2,267.00 *
W651217	KHA, CAM MY	RENT SUBSIDY	1,491.00 *
W651217	KHEANG, SETH S	RENT SUBSIDY	1,075.00 *
W651217	KHUU, HENRY THAI	RENT SUBSIDY	1,176.00 *
W651217	KIM, MELVIN LEE	RENT SUBSIDY	1,061.00 *
W651217	KIM, SON H	RENT SUBSIDY	3,385.00 *
W651217	KING COUNTY HOUSING AUTHORITY	PORTABILITY ADMIN	65.07 *
W651217	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	1,931.00 *
W651217	KING, BERNARD	RENT SUBSIDY	1,195.00 *
W651217	KIM, DAVID S	RENT SUBSIDY	809.00 *
W651217	KING INVESTMENT GROUP, INC	RENT SUBSIDY	6,198.00 *
W651217	KIM, JONG WAN	RENT SUBSIDY	1,721.00 *
W651217	KIM, HARRY H	RENT SUBSIDY	1,249.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651218	KITSELMAN, KENT M	RENT SUBSIDY	1,328.00 *
W651219	KNK PROPERTIES	RENT SUBSIDY	7,486.00 *
W651219	KLUNK,MARILYN	RENT SUBSIDY	3,912.00 *
W651220	KOTLYAR, ALISA	RENT SUBSIDY	1,136.00 *
W651220	KPKK, LLC	RENT SUBSIDY	889.00 *
W651221	KUO, EDWARD	RENT SUBSIDY	2,609.00 *
W651221	KURZ, JOAQUIN	RENT SUBSIDY	4,408.00 *
W651222	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	954.00 *
W651222	LAKESIDE ASSOCIATION	RENT SUBSIDY	3,125.00 *
W651222	LALLY, JULIE	RENT SUBSIDY	1,574.00 *
W651222	LALLY, STEVE	RENT SUBSIDY	1,238.00 *
W651222	LAM, ANDRE	RENT SUBSIDY	1,475.00 *
W651222	LAGUNA HILLS TRAVELODGE LLC	RENT SUBSIDY	31,107.00 *
W651223	LAM, CHAU	RENT SUBSIDY	5,868.00 *
W651223	LAM, HAI	RENT SUBSIDY	5,690.00 *
W651223	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,101.00 *
W651223	LAM, QUOC D	RENT SUBSIDY	2,164.00 *
W651223	LAM, THONG KIM	RENT SUBSIDY	2,091.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651223	LAM, TONY	RENT SUBSIDY	505.00 *
W651223	LAM, MAI	RENT SUBSIDY	997.00 *
W651223	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	13,483.00 *
W651223	LAMY OANH LLC	RENT SUBSIDY	6,276.00 *
W651223	LANDA, SALVADOR	RENT SUBSIDY	922.00 *
W651223	LARDERUCCIO, SAL	RENT SUBSIDY	1,085.00 *
W651223	LAU, STEPHEN	RENT SUBSIDY	3,692.00 *
W651223	LAM, HUNG	RENT SUBSIDY	2,064.00 *
W651223	LAZENBY, JOHN	RENT SUBSIDY	2,239.00 *
W651223	LAS PALMAS APTS	RENT SUBSIDY	1,333.00 *
W651224	LE MORNINGSIDE, LLC	RENT SUBSIDY	1,438.00 *
W651224	LE, BILL B.Q.	RENT SUBSIDY	1,124.00 *
W651224	LE, CHRIS	RENT SUBSIDY	1,597.00 *
W651224	LE, DANIEL	RENT SUBSIDY	1,513.00 *
W651226	LE, HIEN QUANG	RENT SUBSIDY	1,656.00 *
W651226	LE, HIEP THI	RENT SUBSIDY	2,324.00 *
W651226	LE, HONG PHUC THI	RENT SUBSIDY	1,164.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651226	LE, HUNG	RENT SUBSIDY	677.00 *
W651228	LE, JIMMY T	RENT SUBSIDY	1,963.00 *
W651228	LE, JOHN	RENT SUBSIDY	1,892.00 *
W651228	LE, JOHN TOAN	RENT SUBSIDY	2,897.00 *
W651228	LE, KIM CHI THI	RENT SUBSIDY	2,358.00 *
W651228	LE, LAN V.	RENT SUBSIDY	899.00 *
W651228	LE, LANH C	RENT SUBSIDY	1,802.00 *
W651228	LE, LANH VAN	RENT SUBSIDY	1,439.00 *
W651228	LE, LY PHUONG	RENT SUBSIDY	1,250.00 *
W651228	LE, LYAN	RENT SUBSIDY	1,192.00 *
W651228	LE, MICHAEL	RENT SUBSIDY	1,921.00 *
W651228	LE, NGA	RENT SUBSIDY	1,619.00 *
W651228	LE, NGAT THI	RENT SUBSIDY	2,526.00 *
W651228	LE, MY	RENT SUBSIDY	668.00 *
W651228	LE, KIM	RENT SUBSIDY	1,042.00 *
W651229	LE, NGUYEN NHU	RENT SUBSIDY	1,159.00 *
W651229	LE, PHU THI NOC	RENT SUBSIDY	768.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651229	LE, RICHARD TUANANH	RENT SUBSIDY	1,123.00 *
W651229	LE, STEPHANIE THU	RENT SUBSIDY	3,601.00 *
W651229	LE, THANH TIEN	RENT SUBSIDY	1,893.00 *
W651229	LE, TINA M	RENT SUBSIDY	1,061.00 *
W651229	LE, PHUONG L.	RENT SUBSIDY	664.00 *
W651231	LE, VICTOR	RENT SUBSIDY	1,608.00 *
W651233	LE,ANH NGOC	RENT SUBSIDY	771.00 *
W651234	LE,XAN NGOC	RENT SUBSIDY	1,051.00 *
W651235	LEDUC, MONIQUE	RENT SUBSIDY	1,504.00 *
W651235	LEE, DAVID OR TRINH	RENT SUBSIDY	480.00 *
W651235	LEMON GROVE LP	RENT SUBSIDY	1,239.00 *
W651236	LEUNG, ROGER	RENT SUBSIDY	2,150.00 *
W651236	LI, SOL M	RENT SUBSIDY	1,672.00 *
W651237	LIM, HONG S	RENT SUBSIDY	2,092.00 *
W651237	LIN, DAVID	RENT SUBSIDY	2,496.00 *
W651237	LIN, EEL-YU	RENT SUBSIDY	639.00 *
W651237	LINCOLN VILLAS APT HOMES, LLC	RENT SUBSIDY	7,048.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651237	LINCOLN WOODS APARTMENTS	RENT SUBSIDY	2,051.00 *
W651237	LITTON, KATHERINE	RENT SUBSIDY	1,358.00 *
W651237	LLE LLC	RENT SUBSIDY	1,032.00 *
W651237	LONG, TU-ANH & DUONG, TROY	RENT SUBSIDY	654.00 *
W651237	LOTUS PROPERTIES	RENT SUBSIDY	4,732.00 *
W651237	LOUIE, CINDY W	RENT SUBSIDY	2,291.00 *
W651237	LU, QUYNH THUY	RENT SUBSIDY	2,545.00 *
W651237	LUONG, KHANH	RENT SUBSIDY	1,134.00 *
W651237	LUONG, LONG DUC	RENT SUBSIDY	1,045.00 *
W651237	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,977.00 *
W651237	LUU, ALLEN	RENT SUBSIDY	1,444.00 *
W651237	LUU, TUAN V	RENT SUBSIDY	1,506.00 *
W651237	LUU, XUYEN	RENT SUBSIDY	1,438.00 *
W651237	LUVIE CORPORATION	RENT SUBSIDY	932.00 *
W651237	LY, DUC T	RENT SUBSIDY	1,444.00 *
W651237	LY, MING	RENT SUBSIDY	1,568.00 *
W651237	LY, TAN Q	RENT SUBSIDY	1,023.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651237	LY, THANH	RENT SUBSIDY	1,409.00 *
W651237	LY, TUYEN X	RENT SUBSIDY	2,311.00 *
W651237	LY, ANDY	RENT SUBSIDY	1,798.00 *
W651237	LY, TRANH	RENT SUBSIDY	1,749.00 *
W651238	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	6,236.00 *
W651239	MAGNOLIA PLAZA	RENT SUBSIDY	3,824.00 *
W651240	MAI, ANN N	RENT SUBSIDY	2,521.00 *
W651240	MAI, FRANK	RENT SUBSIDY	1,848.00 *
W651240	MAI, LINDA	RENT SUBSIDY	956.00 *
W651240	MAI,CHUCK	RENT SUBSIDY	1,808.00 *
W651240	MAI-NGO, JAIME	RENT SUBSIDY	1,047.00 *
W651242	MANDAS, KONSTANTINOS P.	RENT SUBSIDY	2,053.00 *
W651244	MARIPOSA PROPERTIES	RENT SUBSIDY	1,059.00 *
W651245	MAYER, LEOPOLD	RENT SUBSIDY	2,237.00 *
W651245	MAZENKO, FRANCINE	RENT SUBSIDY	1,027.00 *
W651245	MC GOFF, JOHN	RENT SUBSIDY	1,440.00 *
W651245	MCCOWN, A R	RENT SUBSIDY	1,648.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651245	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	2,224.00 *
W651245	MEAGHER, ELMER	RENT SUBSIDY	1,822.00 *
W651245	MEAK, MANH	RENT SUBSIDY	1,318.00 *
W651245	MEHTA, JAGDISH P	RENT SUBSIDY	2,730.00 *
W651245	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	712.00 *
W651245	MEYSENBERG, MAURICE F.	RENT SUBSIDY	1,085.00 *
W651245	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,046.00 *
W651245	MAX & MIN PROPERTIES, LLC	RENT SUBSIDY	2,596.00 *
W651246	MIKE & KATHY LEE LP	RENT SUBSIDY	2,653.00 *
W651246	MILLER, ROSEMARY	RENT SUBSIDY	1,251.00 *
W651247	MONARCH POINTE	RENT SUBSIDY	1,293.00 *
W651248	MONTEBELLO, ANTHONY	RENT SUBSIDY	1,097.00 *
W651248	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,266.00 *
W651248	N & V DEVELOPMENT, LLC	RENT SUBSIDY	7,249.00 *
W651248	N&V DEVELOPMENT, LLC	RENT SUBSIDY	1,114.00 *
W651248	N&V DEVELOPMENT, LLC	RENT SUBSIDY	8,205.00 *
W651248	NACHAM, ABRAM B	RENT SUBSIDY	947.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651248	MYCORN, BARRY N.	RENT SUBSIDY	577.00 *
W651248	MORNINGSIDE APTS, LLC	RENT SUBSIDY	6,463.00 *
W651248	MORALES, BACH	RENT SUBSIDY	1,892.00 *
W651249	NAMSINH, PATRICK	RENT SUBSIDY	1,435.00 *
W651249	NEW HORIZONVIEW, LLC	RENT SUBSIDY	2,669.00 *
W651249	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,025.00 *
W651249	NEWPORT ESTATE EXPANSION LLC	RENT SUBSIDY	2,307.00 *
W651249	NEWPORT SR. VILLAGE Atten: OFFICE	RENT SUBSIDY	798.00 *
W651249	NGHIEM, DALE XUAN	RENT SUBSIDY	907.00 *
W651249	NGHIEM, DANIEL	RENT SUBSIDY	20,251.00 *
W651250	NGO, HONG DIEP LE	RENT SUBSIDY	942.00 *
W651250	NGO, DAVID	RENT SUBSIDY	1,146.00 *
W651251	NGO, LOC T	RENT SUBSIDY	681.00 *
W651252	NGO, TAMMY	RENT SUBSIDY	1,059.00 *
W651253	NGUYEN, AN MANH	RENT SUBSIDY	1,043.00 *
W651253	NGUYEN, ANA-KARINA A.	RENT SUBSIDY	1,237.00 *
W651254	NGUYEN, ANDREW Q	RENT SUBSIDY	1,736.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651254	NGUYEN, ANH	RENT SUBSIDY	697.00 *
W651254	NGUYEN, ANH-DAO	RENT SUBSIDY	961.00 *
W651254	NGUYEN, ANNIE	RENT SUBSIDY	2,222.00 *
W651254	NGUYEN, ANTHONY	RENT SUBSIDY	1,140.00 *
W651256	NGUYEN, BINH NGOC	RENT SUBSIDY	2,616.00 *
W651256	NGUYEN, BINH QUOC	RENT SUBSIDY	2,181.00 *
W651256	NGUYEN, BOYCE JR	RENT SUBSIDY	1,507.00 *
W651256	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	2,963.00 *
W651256	NGUYEN, BRYAN	RENT SUBSIDY	1,887.00 *
W651256	NGUYEN, CALVIN H	RENT SUBSIDY	1,341.00 *
W651256	NGUYEN, CHARLIE	RENT SUBSIDY	1,415.00 *
W651256	NGUYEN, CHRISTINE	RENT SUBSIDY	2,173.00 *
W651256	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,409.00 *
W651256	NGUYEN, CHUONG	RENT SUBSIDY	1,319.00 *
W651256	NGUYEN, CUONG	RENT SUBSIDY	2,087.00 *
W651257	NGUYEN, DAT	RENT SUBSIDY	3,000.00 *
W651257	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,235.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651257	NGUYEN, DIEM-THUY	RENT SUBSIDY	1,503.00 *
W651257	NGUYEN, DONG	RENT SUBSIDY	841.00 *
W651257	NGUYEN, DUONG	RENT SUBSIDY	769.00 *
W651257	NGUYEN, DZUNG DAN	RENT SUBSIDY	947.00 *
W651257	NGUYEN, DAN	RENT SUBSIDY	938.00 *
W651257	NGUYEN, ERIC	RENT SUBSIDY	1,271.00 *
W651257	NGUYEN, DEBBY & TRAN, RICHARD	RENT SUBSIDY	1,730.00 *
W651257	NGUYEN, DENISE LOAN THU	RENT SUBSIDY	797.00 *
W651257	NGUYEN, DUNG KIM	RENT SUBSIDY	1,959.00 *
W651258	NGUYEN, HANG	RENT SUBSIDY	1,741.00 *
W651258	NGUYEN, HANH V	RENT SUBSIDY	1,423.00 *
W651258	NGUYEN, HAO & HUONG T	RENT SUBSIDY	847.00 *
W651258	NGUYEN, HOA THI OR NGUYEN, JOSEPH	RENT SUBSIDY	4,997.00 *
W651258	NGUYEN, HOAN VAN	RENT SUBSIDY	829.00 *
W651259	NGUYEN, HUAN NGOC	RENT SUBSIDY	1,264.00 *
W651259	NGUYEN, HUE THI	RENT SUBSIDY	1,166.00 *
W651259	NGUYEN, HUNG	RENT SUBSIDY	2,357.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651259	NGUYEN, HUNG X	RENT SUBSIDY	1,254.00 *
W651259	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	2,516.00 *
W651259	NGUYEN, JEANNIE	RENT SUBSIDY	1,043.00 *
W651259	NGUYEN, JOHN QUANG	RENT SUBSIDY	1,731.00 *
W651259	NGUYEN, KENNETH	RENT SUBSIDY	1,423.00 *
W651259	NGUYEN, KHAI HUE	RENT SUBSIDY	2,281.00 *
W651259	NGUYEN, KHANH	RENT SUBSIDY	2,077.00 *
W651259	NGUYEN, KHANH DANG	RENT SUBSIDY	905.00 *
W651259	NGUYEN, KHOI	RENT SUBSIDY	1,527.00 *
W651259	NGUYEN, KIEN	RENT SUBSIDY	4,054.00 *
W651259	NGUYEN, KIMCHI THI	RENT SUBSIDY	1,950.00 *
W651259	NGUYEN, KIMCHUNG	RENT SUBSIDY	226.00 *
W651259	NGUYEN, JULIE MAI	RENT SUBSIDY	1,020.00 *
W651259	NGUYEN, JULIE	RENT SUBSIDY	763.00 *
W651259	NGUYEN, KIEN THI	RENT SUBSIDY	1,464.00 *
W651259	NGUYEN, KEVIN	RENT SUBSIDY	1,924.00 *
W651260	NGUYEN, LANIE	RENT SUBSIDY	2,541.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651261	NGUYEN, LINDA	RENT SUBSIDY	2,320.00 *
W651261	NGUYEN, LINDA LIEN	RENT SUBSIDY	1,619.00 *
W651263	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,554.00 *
W651263	NGUYEN, LUONG	RENT SUBSIDY	1,077.00 *
W651263	NGUYEN, LYNDIA	RENT SUBSIDY	1,048.00 *
W651264	NGUYEN, MAI H	RENT SUBSIDY	2,338.00 *
W651264	NGUYEN, MAN M	RENT SUBSIDY	1,257.00 *
W651264	NGUYEN, MICHAEL Q	RENT SUBSIDY	1,389.00 *
W651264	NGUYEN, MICHAEL THANG	RENT SUBSIDY	1,839.00 *
W651264	NGUYEN, MY THI	RENT SUBSIDY	1,378.00 *
W651264	NGUYEN, MYLY	RENT SUBSIDY	1,300.00 *
W651264	NGUYEN, MYRA D	RENT SUBSIDY	3,310.00 *
W651264	NGUYEN, NANCY	RENT SUBSIDY	7,336.00 *
W651264	NGUYEN, NGHIA	RENT SUBSIDY	1,263.00 *
W651264	NGUYEN, NGHI	RENT SUBSIDY	2,182.00 *
W651265	NGUYEN, ORCHID	RENT SUBSIDY	1,604.00 *
W651265	NGUYEN, OSCAR THUAN	RENT SUBSIDY	1,928.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651265	NGUYEN, PETER	RENT SUBSIDY	2,343.00 *
W651265	NGUYEN, PHONG	RENT SUBSIDY	3,037.00 *
W651265	NGUYEN, PHUONG MY THI	RENT SUBSIDY	8,246.00 *
W651265	NGUYEN, QUAN	RENT SUBSIDY	1,788.00 *
W651266	NGUYEN, SKY	RENT SUBSIDY	3,295.00 *
W651266	NGUYEN, SON DINH	RENT SUBSIDY	1,172.00 *
W651266	NGUYEN, STEVE	RENT SUBSIDY	2,946.00 *
W651266	NGUYEN, SHAWN B	RENT SUBSIDY	2,010.00 *
W651267	NGUYEN, STEVEN	RENT SUBSIDY	952.00 *
W651268	NGUYEN, STEVEN	RENT SUBSIDY	1,753.00 *
W651268	NGUYEN, STEVENS	RENT SUBSIDY	1,101.00 *
W651269	NGUYEN, THAI DUC	RENT SUBSIDY	2,008.00 *
W651271	NGUYEN, THANH-LE	RENT SUBSIDY	1,599.00 *
W651271	NGUYEN, THANH-NHAN	RENT SUBSIDY	529.00 *
W651271	NGUYEN, THINH QUOC	RENT SUBSIDY	1,353.00 *
W651272	NGUYEN, THUY	RENT SUBSIDY	2,036.00 *
W651273	NGUYEN, THUYHUONG THI	RENT SUBSIDY	1,038.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651273	NGUYEN, TIEP	RENT SUBSIDY	1,852.00 *
W651273	NGUYEN, TIMMY	RENT SUBSIDY	1,908.00 *
W651273	NGUYEN, TOM ANH	RENT SUBSIDY	934.00 *
W651273	NGUYEN, TRACY TRUC	RENT SUBSIDY	800.00 *
W651273	NGUYEN, TUAN HOANG	RENT SUBSIDY	2,140.00 *
W651273	NGUYEN, TUAN NGOC	RENT SUBSIDY	2,117.00 *
W651273	NGUYEN, TUNG QUOC	RENT SUBSIDY	2,190.00 *
W651273	NGUYEN, TUNG XUAN	RENT SUBSIDY	825.00 *
W651273	NGUYEN, TUYET TRINH	RENT SUBSIDY	2,599.00 *
W651273	NGUYEN, VAN HUY	RENT SUBSIDY	1,843.00 *
W651273	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	397.00 *
W651273	NGUYEN, TRANG	RENT SUBSIDY	1,518.00 *
W651273	NGUYEN, TUYET MAI	RENT SUBSIDY	1,148.00 *
W651273	NGUYEN, TUONG LAN DAI	RENT SUBSIDY	1,742.00 *
W651274	NGUYEN, VIVIAN	RENT SUBSIDY	1,239.00 *
W651274	NGUYEN, CANG	RENT SUBSIDY	1,086.00 *
W651274	NGUYEN, CUONG CHI	RENT SUBSIDY	4,448.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651274	NGUYEN, DUNG VAN	RENT SUBSIDY	916.00 *
W651274	NGUYEN, HAN	RENT SUBSIDY	1,026.00 *
W651274	NGUYEN, HUNG C.	RENT SUBSIDY	1,337.00 *
W651274	NGUYEN, HUY	RENT SUBSIDY	1,877.00 *
W651274	NGUYEN, HUYNH T.T.	RENT SUBSIDY	3,478.00 *
W651274	NGUYEN, JAMES	RENT SUBSIDY	986.00 *
W651274	NGUYEN, LANI LAN T	RENT SUBSIDY	1,009.00 *
W651274	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,189.00 *
W651274	NGUYEN, MINH NGOC	RENT SUBSIDY	1,240.00 *
W651274	NGUYEN, VU	RENT SUBSIDY	1,284.00 *
W651274	NGUYEN, YVONNE QUYEN	RENT SUBSIDY	2,347.00 *
W651274	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	1,085.00 *
W651276	NGUYEN, PERRY	RENT SUBSIDY	1,065.00 *
W651277	NGUYEN, THANH	RENT SUBSIDY	3,424.00 *
W651277	NGUYEN, THANH-TUYEN	RENT SUBSIDY	2,825.00 *
W651277	NGUYEN, THINH THI	RENT SUBSIDY	7,571.00 *
W651277	NGUYEN, TIFFANY	RENT SUBSIDY	2,503.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651277	NGUYEN, TIM	RENT SUBSIDY	484.00 *
W651279	NGUYEN, WIN	RENT SUBSIDY	1,552.00 *
W651279	NGUYEN, XUAN YEN	RENT SUBSIDY	950.00 *
W651279	NGUYEN-LAM, PHIYEN TERESA	RENT SUBSIDY	1,104.00 *
W651279	NGUYEN-THIEN-NH, DIANA	RENT SUBSIDY	2,451.00 *
W651281	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	939.00 *
W651281	NNT PROPERTIES LLC	RENT SUBSIDY	1,666.00 *
W651282	OLSEN, MARIEL J	RENT SUBSIDY	1,242.00 *
W651282	OMDAHL, JOHN	RENT SUBSIDY	1,657.00 *
W651282	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	28,127.00 *
W651282	ORANGE TREE APTS	RENT SUBSIDY	16,911.00 *
W651282	OZAKI, SUIKO	RENT SUBSIDY	1,249.00 *
W651282	P & J PROPERTY MANAGEMENT	RENT SUBSIDY	1,400.00 *
W651283	PALM COURT APARTMENTS	RENT SUBSIDY	2,409.00 *
W651283	PALM ISLAND	RENT SUBSIDY	12,350.00 *
W651283	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,194.00 *
W651283	PALM GARDEN APARTMENTS	RENT SUBSIDY	982.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651284	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	940.00 *
W651285	PARISIAN APARTMENTS, LP	RENT SUBSIDY	1,153.00 *
W651285	PARK LANDING APARTMENTS	RENT SUBSIDY	1,227.00 *
W651285	PARK PLACE APTS LLP	RENT SUBSIDY	4,193.00 *
W651285	PARK, JIN	RENT SUBSIDY	1,353.00 *
W651286	PATEL DILIP M	RENT SUBSIDY	5,088.00 *
W651286	PATEL, SMITA DIPAK	RENT SUBSIDY	1,075.00 *
W651289	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	2,688.00 *
W651289	PELICAN INVESTMENTS #8 LLC	RENT SUBSIDY	1,124.00 *
W651289	PELICAN INVESTMENTS, LLC	RENT SUBSIDY	523.00 *
W651289	PETITE ELISE, LLC	RENT SUBSIDY	653.00 *
W651290	PHAM, BINH Q	RENT SUBSIDY	1,445.00 *
W651290	PHAM, CAROLINE	RENT SUBSIDY	2,922.00 *
W651290	PHAM, CHIEN DINH	RENT SUBSIDY	1,315.00 *
W651291	PHAM, DAVID LINH	RENT SUBSIDY	1,862.00 *
W651291	PHAM, DUNG TIEN	RENT SUBSIDY	1,613.00 *
W651291	PHAM, HIEU	RENT SUBSIDY	1,866.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651291	PHAM, HOANG	RENT SUBSIDY	3,584.00 *
W651291	PHAM, KHANG	RENT SUBSIDY	998.00 *
W651291	PHAM, KIM ANH OR PHAM, LUCY	RENT SUBSIDY	2,970.00 *
W651291	PHAM, LAN VAN	RENT SUBSIDY	2,348.00 *
W651291	PHAM, LIEN	RENT SUBSIDY	1,140.00 *
W651291	PHAM, MINH VAN	RENT SUBSIDY	835.00 *
W651291	PHAM, NGHIA	RENT SUBSIDY	1,430.00 *
W651292	PHAM, PHUONG T	RENT SUBSIDY	1,173.00 *
W651292	PHAM, PAULINE TRAM	RENT SUBSIDY	1,435.00 *
W651293	PHAM, QUYNH GIAO	RENT SUBSIDY	2,305.00 *
W651293	PHAM, RICHARD	RENT SUBSIDY	862.00 *
W651293	PHAM, SON THAI	RENT SUBSIDY	2,109.00 *
W651293	PHAM, THANH QUOC	RENT SUBSIDY	2,960.00 *
W651293	PHAM, TIM	RENT SUBSIDY	2,418.00 *
W651293	PHAM, TRI	RENT SUBSIDY	1,749.00 *
W651293	PHAM, TUAN A	RENT SUBSIDY	794.00 *
W651293	PHAM, TUAN A.	RENT SUBSIDY	1,096.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651293	PHAM, TRUONG TAI	RENT SUBSIDY	2,231.00 *
W651293	PHAM, TRANG	RENT SUBSIDY	1,030.00 *
W651293	PHAM, QUYNH-ANH HOANG	RENT SUBSIDY	1,403.00 *
W651294	PHAM, VAN LOAN THI	RENT SUBSIDY	862.00 *
W651295	PHAM, VERONIQUE	RENT SUBSIDY	1,476.00 *
W651295	PHAM, VU	RENT SUBSIDY	1,054.00 *
W651295	PHAM, XUANNHA T	RENT SUBSIDY	818.00 *
W651295	PHAM, HAI MINH	RENT SUBSIDY	9,518.00 *
W651295	PHAM, HELEN	RENT SUBSIDY	1,035.00 *
W651296	PHAM, QUANG	RENT SUBSIDY	1,233.00 *
W651296	PHAN, OANH	RENT SUBSIDY	3,980.00 *
W651296	PHAN, TAMMY	RENT SUBSIDY	1,342.00 *
W651296	PHAN, THANH T	RENT SUBSIDY	567.00 *
W651296	PHAN, KATHY	RENT SUBSIDY	2,083.00 *
W651298	PHAN, DON	RENT SUBSIDY	1,342.00 *
W651298	PHAN, TOAN CONG	RENT SUBSIDY	948.00 *
W651298	PHARN, ART S	RENT SUBSIDY	2,086.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651298	PHUNG, JENNIFER	RENT SUBSIDY	1,173.00 *
W651298	PINE TREE PROPERTY, LLC	RENT SUBSIDY	1,281.00 *
W651298	PINCEK, DAVID	RENT SUBSIDY	816.00 *
W651298	PHI, ANH	RENT SUBSIDY	1,726.00 *
W651299	PJP PROPERTIES, LLC	RENT SUBSIDY	1,987.00 *
W651299	PLANO HOUSING AUTHORITY	PORTABILITY ADMIN	106.78 *
W651299	PLANO HOUSING AUTHORITY	RENT SUBSIDY	1,474.00 *
W651299	PLAZA PATRIA COURT LTD	RENT SUBSIDY	927.00 *
W651300	PLYMOUTH HRA	PORTABILITY ADMIN	60.63 *
W651300	PLYMOUTH HRA	RENT SUBSIDY	398.00 *
W651300	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,500.00 *
W651300	POKAL, SAILESH	RENT SUBSIDY	991.00 *
W651300	PNB GREEN EXPANSION MGMT, LLC	RENT SUBSIDY	2,584.00 *
W651301	POWELL, LEO OR DEBORAH	RENT SUBSIDY	3,831.00 *
W651301	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	4,458.00 *
W651301	PUGH, RONNIE	RENT SUBSIDY	938.00 *
W651301	QUACH, JAMIE	RENT SUBSIDY	1,057.00 *
W651301	QUACH, SAN T	RENT SUBSIDY	1,150.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651301	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,257.00 *
W651301	QUAN, JEANNIE	RENT SUBSIDY	1,202.00 *
W651301	QUAN, VAN-LAN	RENT SUBSIDY	2,160.00 *
W651301	QUINN, GARY L	RENT SUBSIDY	769.00 *
W651302	RATANJEE, D M	RENT SUBSIDY	893.00 *
W651302	RAVART PACIFIC LP	RENT SUBSIDY	906.00 *
W651302	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,203.00 *
W651303	REED, ROGER LEE	RENT SUBSIDY	2,022.00 *
W651303	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,094.00 *
W651303	REYES, RAYMOND	RENT SUBSIDY	1,164.00 *
W651303	ROANOKE INC	RENT SUBSIDY	1,267.00 *
W651303	ROBERTA APTS LP	RENT SUBSIDY	1,963.00 *
W651303	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,228.00 *
W651303	RODRIGUEZ,ALBERT/PATRICIA	RENT SUBSIDY	1,057.00 *
W651303	ROMO, JULIETA	RENT SUBSIDY	541.00 *
W651303	ROSSIGNOL, CHARLENE	RENT SUBSIDY	813.00 *
W651303	RED BLOSSOM INVESTMENTS, LLC	RENT SUBSIDY	1,251.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651304	SABUNJIAN, MIHRAN	RENT SUBSIDY	8,615.00 *
W651304	SALSOL PROPERTIES, LLC	RENT SUBSIDY	1,901.00 *
W651304	SAN MARCO APTS	RENT SUBSIDY	1,145.00 *
W651304	SARGENT, PAT	RENT SUBSIDY	1,249.00 *
W651304	SCHLEIFER, JILL ANN	RENT SUBSIDY	2,425.00 *
W651304	SAN MARINO	RENT SUBSIDY	665.00 *
W651305	SCWJ, LLC	RENT SUBSIDY	1,243.00 *
W651305	SEO, LISA & BRYAN	RENT SUBSIDY	1,305.00 *
W651305	SERRANO WOODS, LP	RENT SUBSIDY	1,111.00 *
W651305	SHIH, MOLLY	RENT SUBSIDY	1,467.00 *
W651305	SHREEVES PROPERTIES, LLC	RENT SUBSIDY	5,134.00 *
W651305	SCOTT G JOE	RENT SUBSIDY	880.00 *
W651305	SCULLIN, ALFRED L	RENT SUBSIDY	1,324.00 *
W651305	SIGEL, IRV D	RENT SUBSIDY	1,173.00 *
W651305	SERNA, ALVINA	RENT SUBSIDY	711.00 *
W651305	SHERBOURNE PLUS, LLC	RENT SUBSIDY	869.00 *
W651306	SINGING TREE	RENT SUBSIDY	1,210.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651306	SIU, BAY	RENT SUBSIDY	1,301.00 *
W651306	SPEARS, JAMES	RENT SUBSIDY	1,085.00 *
W651306	SPRINGDALE STREET APARTMENTS	RENT SUBSIDY	2,240.00 *
W651306	SPRINGDALE VILLA APTS	RENT SUBSIDY	732.00 *
W651306	SPRINGSIDE, LLC	RENT SUBSIDY	8,205.00 *
W651306	STANTON GROUP THREE, LLC	RENT SUBSIDY	4,653.00 *
W651306	STANTON GROUP, LLC	RENT SUBSIDY	1,946.00 *
W651306	STERLING COURT SENIOR APTS	RENT SUBSIDY	1,071.00 *
W651306	STEWART PROPERTIES	RENT SUBSIDY	948.00 *
W651306	STIDHAM,ERICA	RENT SUBSIDY	4,480.00 *
W651306	STRUCTURE PROPERTY MGMT GROUP	RENT SUBSIDY	1,180.00 *
W651306	SILVERSTEIN, IRVIN	RENT SUBSIDY	1,204.00 *
W651306	STANLEY A SIROTT, TRUST	RENT SUBSIDY	911.00 *
W651306	SILVER COVE APARTMENTS, LP	RENT SUBSIDY	941.00 *
W651308	SU, UN	RENT SUBSIDY	1,988.00 *
W651308	SUMAC APARTMENT LLC	RENT SUBSIDY	195.00 *
W651308	SUNGROVE SENIOR APTS	RENT SUBSIDY	21,406.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651308	SUNNYGATE, LLC	RENT SUBSIDY	2,927.00 *
W651308	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	7,150.00 *
W651308	SUNWISE PROPERTIES LLC	RENT SUBSIDY	729.00 *
W651308	SWEIDA, EMILE J	RENT SUBSIDY	1,169.00 *
W651308	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	7,308.00 *
W651308	SYLVAN REALTY INC	RENT SUBSIDY	612.00 *
W651308	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	RENT SUBSIDY	1,901.00 *
W651308	STUART DRIVE/ROSE GARDEN APTS	RENT SUBSIDY	86,637.00 *
W651309	TA, VINH	RENT SUBSIDY	1,993.00 *
W651309	TAHAMI, ALI	RENT SUBSIDY	1,856.00 *
W651309	TAMERLANE APARTMENTS	RENT SUBSIDY	1,682.00 *
W651309	TANG, ENLIANG T	RENT SUBSIDY	1,107.00 *
W651309	TDT WASHINGTON, LLC	RENT SUBSIDY	1,922.00 *
W651309	TAMERLANE ASSOCIATES LLC	RENT SUBSIDY	2,362.00 *
W651310	THACH, HENRY	RENT SUBSIDY	2,098.00 *
W651310	THAI, PAULA	RENT SUBSIDY	2,577.00 *
W651310	THE BERNTH FAMILY TRUST	RENT SUBSIDY	2,994.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651310	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	815.00 *
W651310	THE FLORENTINE APTS	RENT SUBSIDY	860.00 *
W651310	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	38,372.00 *
W651310	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	5,722.00 *
W651311	THE MEDITERRANEAN APTS	RENT SUBSIDY	944.00 *
W651312	THE ROSE GARDEN APTS	RENT SUBSIDY	4,735.00 *
W651314	THULSIRAJ, ANA MARIA	RENT SUBSIDY	2,728.00 *
W651314	THSW PARTNERS, LLC dba DALE APTS	RENT SUBSIDY	6,537.00 *
W651315	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	3,892.00 *
W651316	TLHA PALM LLC	RENT SUBSIDY	1,860.00 *
W651316	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	18,731.00 *
W651316	TN INVESTMENTS PROPERTIES, LLC	RENT SUBSIDY	16,598.00 *
W651316	TO, KIMTRUNG THI	RENT SUBSIDY	1,116.00 *
W651316	TO, VAN THU	RENT SUBSIDY	6,022.00 *
W651316	TON, TAP THAT	RENT SUBSIDY	1,458.00 *
W651316	TLHA DOTY, LLC	RENT SUBSIDY	3,557.00 *
W651316	TOC TOC, LLC	RENT SUBSIDY	3,251.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651317	TON, KHANH	RENT SUBSIDY	2,199.00 *
W651317	TONNU, JOANNE C	RENT SUBSIDY	2,352.00 *
W651317	TOPADVANCED, LLC	RENT SUBSIDY	3,364.00 *
W651317	TRAN, ANDREW	RENT SUBSIDY	4,755.00 *
W651317	TRAN, ANH TUYET T	RENT SUBSIDY	1,074.00 *
W651317	TRAN, CATHY	RENT SUBSIDY	1,096.00 *
W651317	TRAN'S APARTMENTS	RENT SUBSIDY	4,311.00 *
W651317	TRAN, ANTON	RENT SUBSIDY	677.00 *
W651319	TRAN, FREDERICK M	RENT SUBSIDY	1,130.00 *
W651319	TRAN, HANG	RENT SUBSIDY	1,373.00 *
W651319	TRAN, HENRY	RENT SUBSIDY	1,052.00 *
W651319	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,043.00 *
W651319	TRAN, HO VAN	RENT SUBSIDY	5,508.00 *
W651319	TRAN, HOA THU	RENT SUBSIDY	1,150.00 *
W651319	TRAN, HUNG QUOC	RENT SUBSIDY	969.00 *
W651319	TRAN, JANE	RENT SUBSIDY	1,205.00 *
W651319	TRAN, JIM DUC	RENT SUBSIDY	1,356.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651319	TRAN, JOSEPH QUANG	RENT SUBSIDY	779.00 *
W651319	TRAN, JOSEPHINE	RENT SUBSIDY	1,536.00 *
W651319	TRAN, KEVIN THANH	RENT SUBSIDY	1,036.00 *
W651319	TRAN, KIM	RENT SUBSIDY	1,996.00 *
W651319	TRAN, KIM VAN	RENT SUBSIDY	1,333.00 *
W651319	TRAN, LAY THI	RENT SUBSIDY	1,520.00 *
W651319	TRAN, LOC H	RENT SUBSIDY	971.00 *
W651319	TRAN, LUAN D.	RENT SUBSIDY	1,090.00 *
W651319	TRAN, LUCIA THUY	RENT SUBSIDY	869.00 *
W651319	TRAN, MAI	RENT SUBSIDY	1,617.00 *
W651319	TRAN, MARY	RENT SUBSIDY	351.00 *
W651319	TRAN, MY T	RENT SUBSIDY	817.00 *
W651319	TRAN, NGOC THI	RENT SUBSIDY	1,213.00 *
W651319	TRAN, NHUT NGUYEN	RENT SUBSIDY	2,232.00 *
W651319	TRAN, RYAN	RENT SUBSIDY	1,303.00 *
W651319	TRAN, SON THANH	RENT SUBSIDY	845.00 *
W651319	TRAN, SONNY	RENT SUBSIDY	805.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651319	TRAN, TAM ANH	RENT SUBSIDY	1,998.00 *
W651319	TRAN, TAM MINH	RENT SUBSIDY	1,367.00 *
W651319	TRAN, HOA	RENT SUBSIDY	1,095.00 *
W651319	TRAN, KHOI NGOC	RENT SUBSIDY	1,522.00 *
W651319	TRAN, HIEN	RENT SUBSIDY	1,536.00 *
W651319	TRAN, JOHNNY	RENT SUBSIDY	2,140.00 *
W651319	TRAN, NGAN	RENT SUBSIDY	1,945.00 *
W651320	TRAN, THERESA T	RENT SUBSIDY	1,141.00 *
W651320	TRAN, THONG	RENT SUBSIDY	1,275.00 *
W651320	TRAN, THU HUONG THI	RENT SUBSIDY	831.00 *
W651321	TRAN, TIM	RENT SUBSIDY	837.00 *
W651321	TRAN, TINA	RENT SUBSIDY	3,780.00 *
W651321	TRAN, TRUNG H.	RENT SUBSIDY	2,408.00 *
W651321	TRAN, TRUYEN & HELEN	RENT SUBSIDY	1,599.00 *
W651321	TRAN, TU	RENT SUBSIDY	1,308.00 *
W651321	TRAN, TYNE TUYEN	RENT SUBSIDY	456.00 *
W651321	TRAN, VAN	RENT SUBSIDY	767.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651321	TRAN,BAU	RENT SUBSIDY	916.00 *
W651321	TRAN,PAUL TUAN DUC	RENT SUBSIDY	1,059.00 *
W651321	TRAN,THAO DUC	RENT SUBSIDY	1,462.00 *
W651321	TRAN,THU-HANG	RENT SUBSIDY	2,641.00 *
W651321	TRAN, TRI	RENT SUBSIDY	996.00 *
W651321	TRAN,TUAN HUY	RENT SUBSIDY	1,103.00 *
W651321	TRAN, VICTORIA	RENT SUBSIDY	2,260.00 *
W651322	TRANG, TOM	RENT SUBSIDY	1,438.00 *
W651322	TRAVIS, BILLY V	RENT SUBSIDY	1,618.00 *
W651323	TRIEU, NANCY	RENT SUBSIDY	1,340.00 *
W651323	TRINH, EMMA	RENT SUBSIDY	993.00 *
W651323	TRINH, HAI	RENT SUBSIDY	1,609.00 *
W651323	TRINH, THANH-MAI	RENT SUBSIDY	1,850.00 *
W651323	TRIEU, HONG QUANG	RENT SUBSIDY	1,116.00 *
W651324	TRINH, TUAN	RENT SUBSIDY	1,311.00 *
W651324	TRINH, TUNG XUAN	RENT SUBSIDY	1,281.00 *
W651325	TRUONG, DUNG T	RENT SUBSIDY	350.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651325	TRUONG, HANH NGOC	RENT SUBSIDY	1,335.00 *
W651325	TRUONG, KHOA BUU	RENT SUBSIDY	1,310.00 *
W651325	TRUONG, STEVE OR HO, NATALIE	RENT SUBSIDY	1,181.00 *
W651327	TRUONG, QUYEN MY	RENT SUBSIDY	1,174.00 *
W651327	TRUONG, TOMMY	RENT SUBSIDY	1,338.00 *
W651328	TSAI, CAROLINE	RENT SUBSIDY	2,108.00 *
W651328	TSAO, YUNGLIN & SHU-MEI	RENT SUBSIDY	1,134.00 *
W651328	TU BI THIEN TAM	RENT SUBSIDY	2,581.00 *
W651330	TUDOR GROVE	RENT SUBSIDY	68,813.00 *
W651331	TUSTIN AFFORDABLE HOUSING ATTN: OFFICE	RENT SUBSIDY	1,363.00 *
W651331	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,571.00 *
W651331	V W PROPERTY	RENT SUBSIDY	4,315.00 *
W651331	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	2,605.00 *
W651331	VALLEY VIEW SENIOR APTS	RENT SUBSIDY	8,041.00 *
W651331	VAN, MINH XUONG	RENT SUBSIDY	406.00 *
W651331	VAN, RONALD	RENT SUBSIDY	1,634.00 *
W651331	VALDEZ, CONNIE	RENT SUBSIDY	1,089.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651332	VERSAILLES APTS	RENT SUBSIDY	3,717.00 *
W651332	VILLA BARCELONA APTS	RENT SUBSIDY	1,458.00 *
W651334	VINTAGE CANYON SR APTS	RENT SUBSIDY	1,043.00 *
W651334	VINTAGE FLAGSHIP, LLC	RENT SUBSIDY	2,192.00 *
W651334	VIRAMONTES, ARTHUR E	RENT SUBSIDY	1,076.00 *
W651336	VJ SURGICAL, LLC	RENT SUBSIDY	969.00 *
W651336	VLE RENTAL, LLC	RENT SUBSIDY	4,644.00 *
W651336	VO, JEFF	RENT SUBSIDY	1,076.00 *
W651336	VO, KHANH MAI	RENT SUBSIDY	3,633.00 *
W651337	VO, LOAN	RENT SUBSIDY	1,500.00 *
W651337	VO, LOC ANH	RENT SUBSIDY	1,086.00 *
W651339	VOLE, TINA NGA	RENT SUBSIDY	1,820.00 *
W651339	VORA, NIPA D	RENT SUBSIDY	2,370.00 *
W651340	VT CAPITAL HOLDINGS, LLC	RENT SUBSIDY	981.00 *
W651340	VU, ANN HUONG	RENT SUBSIDY	974.00 *
W651340	VU, ANNIE	RENT SUBSIDY	1,450.00 *
W651340	VU, ANTHONY HAI	RENT SUBSIDY	1,406.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651340	VU, DAT	RENT SUBSIDY	11,973.00 *
W651340	VU, DAVID	RENT SUBSIDY	615.00 *
W651340	VU, DEAN	RENT SUBSIDY	1,249.00 *
W651340	VU, HOA	RENT SUBSIDY	1,038.00 *
W651340	VU, HUAN	RENT SUBSIDY	950.00 *
W651340	VU, LEO M	RENT SUBSIDY	1,861.00 *
W651340	VU, LINH DUY	RENT SUBSIDY	1,840.00 *
W651340	VU, MARY ANN	RENT SUBSIDY	727.00 *
W651340	VU, MINH	RENT SUBSIDY	824.00 *
W651340	VU, NAM H	RENT SUBSIDY	1,032.00 *
W651340	VU, PHAT D	RENT SUBSIDY	3,483.00 *
W651340	VU, PHUONG MINH	RENT SUBSIDY	1,663.00 *
W651340	VU, TAN DUY	RENT SUBSIDY	2,661.00 *
W651340	VU, DEANNA PHUONG	RENT SUBSIDY	1,548.00 *
W651340	VU, CHELSEA	RENT SUBSIDY	1,360.00 *
W651340	VU, QUANG DANG	RENT SUBSIDY	1,472.00 *
W651340	VU, KRYSTINA	RENT SUBSIDY	1,549.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651341	VU, THERESE	RENT SUBSIDY	1,255.00 *
W651341	VU, TRUNG QUOC	RENT SUBSIDY	2,550.00 *
W651341	VU, VIVIAN	RENT SUBSIDY	866.00 *
W651341	VU, TUONG MANH	RENT SUBSIDY	2,017.00 *
W651342	VUONG, HELEN DO	RENT SUBSIDY	1,090.00 *
W651342	WALDEN APTS	RENT SUBSIDY	4,307.00 *
W651342	WAN, HO PONG	RENT SUBSIDY	970.00 *
W651342	WANG, CHARLES	RENT SUBSIDY	4,030.00 *
W651342	WANG, SUZY	RENT SUBSIDY	3,385.00 *
W651342	WEGENER, STELLA	RENT SUBSIDY	956.00 *
W651342	WEISER, IRVING	RENT SUBSIDY	1,746.00 *
W651342	WEISSER INVESTMENTS	RENT SUBSIDY	6,245.00 *
W651342	WESLEY VILLAGE APARTMENTS	RENT SUBSIDY	4,565.00 *
W651342	WESSEIN, HENRY B	RENT SUBSIDY	824.00 *
W651342	WALD, DAVID	RENT SUBSIDY	937.00 *
W651342	VUONG, PETER H.	RENT SUBSIDY	1,882.00 *
W651342	WASHINGTON COUNTY HRA	PORTABILITY ADMIN	62.37 *
W651342	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,050.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651343	WESTCHESTER PARK LP	RENT SUBSIDY	1,406.00 *
W651343	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,891.00 *
W651343	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	8,847.00 *
W651343	WESTPARK APTS	RENT SUBSIDY	1,194.00 *
W651343	WICK, CINDY OR ED	RENT SUBSIDY	833.00 *
W651343	WILSHIRE CREST	RENT SUBSIDY	1,008.00 *
W651343	WINDSOR TOWNE LP	RENT SUBSIDY	806.00 *
W651343	WINDMILL APARTMENTS	RENT SUBSIDY	5,752.00 *
W651343	WILLOWICK ROYAL	RENT SUBSIDY	426.00 *
W651344	WINDWOOD GLEN APTS	RENT SUBSIDY	675.00 *
W651345	WINSTON PLACE, LLC	RENT SUBSIDY	1,206.00 *
W651345	WONDERFUL IDEA, LLC	RENT SUBSIDY	1,242.00 *
W651345	WONG, GIN O	RENT SUBSIDY	7,101.00 *
W651345	WONG, PHILLIP	RENT SUBSIDY	1,437.00 *
W651345	WONG, THOMAS G.	RENT SUBSIDY	1,361.00 *
W651345	WINNIE INVESTMENT	RENT SUBSIDY	5,781.00 *
W651345	WOODBIDGE VILLAS APARTMENT HOMES	RENT SUBSIDY	1,682.00 *
W651346	YAU, LEON SHU	RENT SUBSIDY	2,188.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W651347	YOUNG, HENRY H	RENT SUBSIDY	1,048.00 *
W651347	ZARGARI, ROY	RENT SUBSIDY	1,084.00 *
W651347	ZHAO, GEORGE	RENT SUBSIDY	1,346.00 *
W651347	ZASLAVSKY, EUGENIA	RENT SUBSIDY	3,809.00 *
FINAL TOTAL			2,713,567.27

DEMANDS #651142 - 651347 AND WIRES W651141 - W651347 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 1, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

DIRECT DEPOSITS \$2,350,805.85

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
636750	*ROSALES, REYNA	REV & VOID	-30.00 *
651305	SCHWERMANN, CELESTE	REV & VOID	-1,389.00 *
651339	VO, TIN TRUNG	REV & VOID	-1,010.00 *
651348	AT&T CORP	TELEPHONE	9,608.05 *
651349	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	967.90 *
651350	CITY OF GARDEN GROVE	WATER	223.00 *
651351	MCI COMM SERVICE	TELEPHONE	34.29 *
651352-651354	VOID WARRANTS		
651355	SO CALIF EDISON CO	ELECTRICITY	54,086.87 *
651356	SO CALIF GAS CO	NATURAL GAS	8,064.00 *
651357	TIME WARNER CABLE	CABLE	1,097.69 *
651358	*BOWMAN, TROY	TRAVEL ADVANCE-P.D.	418.88 *
651359	C.A.P.F. CALIF ASSOC PROF FIREFIGHTERS	DISABILITY INSURANCE	1,886.50 *
651360	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,050.25 *
651361	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	402.50 *
651362	*FIGUEROA, GEORGE	TRAVEL ADVANCE-P.D.	233.28 *
651363	*GARCIA, PETE	TRAVEL ADVANCE-P.D.	236.00 *
651364	GUERRERO, PAUL	MED TRUST REIMB	335.00 *
651365	*KIM, EDWARD	TRAVEL ADVANCE-P.D.	113.91 *
651366	*KIM, LISA	MED TRUST REIMB	2,649.92 *
651367	*LEYVA, ERICK	TRAVEL ADVANCE-P.D.	142.59 *
651368	LEGAL SHIELD	LEGAL	1,067.45 *

PAGE TOTAL FOR "*" LINES = 82,189.08

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651369	*SEGAWA, SANDRA	MED TRUST REIMB	270.00 *
651370	SUPERION LLC	OTHER PROF SERV	15,662.50 *
651371	TRAN, CUONG K	DEP CARE REIMB	2,000.00 *
651372	UNION BANK	POSTAGE	7.35
		TUITION/TRAINING	463.50
		HARDWARE	102.89
			573.74 *
651373	UNION BANK	REGISTRATION FEES	50.00
		OTHER EDUCATION EXP	185.81
			235.81 *
651374	UNION BANK	L/S/A TRANSPORTATION	218.00
		REGISTRATION FEES	1,324.00
		OFFICE SUPPLIES/EXP	342.29
			1,884.29 *
651375	*VALDIVIA, CLAUDIA	MED TRUST REIMB	80.00 *
651376	*DIBAJ, KAMYAR	DEP CARE REIMB	2,115.30 *
651377	PMW ASSOCIATES	TUITION/TRAINING	428.00 *
651378	R.W.B. PARTY PROPS, INC	OTHER PROF SERV	452.55 *
651379	ALLAN HANCOCK COLLEGE	TUITION/TRAINING	837.42 *
651380	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	4,749.92 *
651381	*KOVACS, LEA	TRAVEL ADVANCE	236.00 *
651382	HUGHES COMMUNICATION INC DBA: HUGHES NETWORK SYSTEMS LLC	OTHER RENTALS	185.48 *
651383	*CAMARA, DANIEL	TRAVEL ADVANCE-P.D.	236.00 *
651384	VO, TIN TRUNG	WAGE ATTACHMENT	-252.50
		RENT SUBSIDY	1,010.00
			757.50 *
651385	SCHWERMEN, CELESTE	WAGE ATTACHMENT	-150.00

PAGE TOTAL FOR "*" LINES = 30,704.51

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651386	A-1 PAINTING CONCEPTS INC	RENT SUBSIDY	1,389.00
651387	*ABU-HAMDIYYAH, AMEENAH		1,239.00 *
651388	AIS ADVANCED IMAGING STRATEGIES INC.	OTHER PROF SERV	10,000.00 *
651389	ALAN'S LAWN AND GARDEN CENTER INC.	TUITION REIMB	232.75 *
651390	*ALLEN, CHRISTOPHER	OFFICE SUPPLIES/EXP	110.93 *
651391	ASH-BURKE, ALLISON	MOTOR VEH PARTS	88.88
651392	ANTHONY BIRMINGHAM WINDOW CLEANING	GEN PURPOSE TOOLS	176.98
651393	BIG BEN ENGINEERING		265.86 *
651394	CDW-GOVERNMENT INC	SAFETY EQ/SUPPLIES	89.98 *
651395	C.WELLS PIPELINE MATERIALS INC.	VIDEO PRODUCTION EXP	400.00 *
651396	*CHANG, ELLIS	MAINT-SERV CONTRACTS	1,207.00 *
651397	CHEM PRO LABORATORY, INC	WTR/SWR CONST CONTR	59,119.43 *
651398	C.G. LANDSCAPE, INC.	MONITORED EQUIP	640.14 *
651399	COASTLINE EQUIPMENT	WHSE INVENTORY	1,380.91 *
651400	DIAMOND ENVIRONMENTAL SERVICES	MILEAGE REIMB	179.10
		EXP REIMB - OTHER	60.00
			239.10 *
		MAINT-SERV CONTRACTS	380.00 *
		MAINT-SERV CONTRACTS	950.00 *
		MOTOR VEH PARTS	142.46 *
		MAINT-SERV CONTRACTS	2,781.13
		NON-SPEC CONTR SERV	821.39
		OTHER MAINT ITEMS	172.66
			3,775.18 *
651401	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	141.30 *
651402	EMG	MAINT OF REAL PROP	54,852.46 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651403	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES OTHER MAINT ITEMS	24.33 52.81 77.14 *
651404	JOHN B EWLES INC	AGGREGATES/MASONRY	2,850.00 *
651405	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	186.00 *
651406	FLOWERS BY CINA, INC.	OTHER AGR SUPPLIES	137.66 *
651407	FOSTER MORRISON CONSULTING, LTD	OTHER PROF SERV	8,280.00 *
651408	REPUBLIC SERVICES #676	MAINT OF REAL PROP	73.34 *
651409	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	29,739.95 9,823.33 39,563.28 *
651410	GLENN*, JEREMY	SAFETY EQ/SUPPLIES	240.00 *
651411	*GOMEZ, JOSE	SAFETY EQ/SUPPLIES	240.00 *
651412	HAAKER EQUIPMENT COMPANY	MOTOR VEH PARTS	54.41 *
651413	HAENDIGES, ROBERT	DUES/MEMBERSHIPS SAFETY EQ/SUPPLIES	102.00 134.00 236.00 *
651414	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	1,725.00 *
651415	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	2.71 *
651416	HILL'S BROS LOCK & SAFE INC	OTHER MAINT ITEMS OTHER MINOR TOOLS/EQ	1,210.22 12.58 1,222.80 *
651417	THE HOME DEPOT PRO	WHSE INVENTORY	348.17 *
651418	CITY OF HUNTINGTON BEACH	IMPORT WTR-WOCWB	1,911.00 *
651419	DANGELO CO	WHSE INVENTORY	4,772.39 *
651420	JAY'S CATERING	FOOD	287.00 *

PAGE TOTAL FOR "*" LINES = 62,206.90

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651421	KNORR SYSTEMS, INC.	REPAIRS-FURN/MACH/EQ	650.66 *
651422	KOA CORPORATION	ENGINEERING SERVICES	3,105.00 *
651423	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	893.63 *
651424	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	UNIFORMS	96.78 *
651425	MAGIC JUMP RENTALS OC LLC	OTHER PROF SERV	89.00 *
651426	NAN MCKAY & ASSOCIATES INC	BOOKS/SUBS/CASSETTES	199.00 *
651427	MC MASTER-CARR SUPPLY CO	ELECTRICAL SUPPLIES	54.98 *
651428	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	2,162.62 *
651429	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	153.60 *
651430	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	20,853.00 *
651431	VOID WARRANT		
651432	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	4,183.40 *
651433	NIAGARA PLUMBING	PIPES/APPURTENANCES	27.58 *
651434	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	MAINT-SERV CONTRACTS	2,872.62 *
651435	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	2,242.17 *
651436	OCN,IND,WHJ	ADVERTISING	2,937.80 *
651437	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	6,295.40 *
651438	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	55.00 *
651439	THE PM GROUP	PRINTING	787.35 *
651440	PEST OPTIONS, INC.	OTHER PROF SERV	917.25 *
651441	PETTY CASH - MUN SRVC CTR	PENSION PAYMENT	57.63
		TUITION/TRAINING	22.00
		FOOD	21.75

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		BOOKS/SUBS/CASSETTES	43.42
		MOTOR VEH PARTS	80.75
		OFFICE SUPPLIES/EXP	82.19
		HARDWARE	108.50
		OTHER CONST SUPPLIES	102.89
			519.13 *
651442	POOL WATER PRODUCTS	PIPES/APPURTENANCES	62.69 *
651443	PRIME TRUCK TIRE SERVICE	REPAIRS-FURN/MACH/EQ	340.00 *
651444	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	156.60 *
651445	REDFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	30,800.00 *
651446	LASALLE GROUP INC. DBA RIDDLE APPLIANCE & TV SVC	MAINT-SERV CONTRACTS	661.43 *
651447	SCP DISTRIBUTORS, LLC	OTHER MAINT ITEMS	171.61
		OTHER MINOR TOOLS/EQ	178.57
			350.18 *
651448	S.C. YAMAMOTO, INC.	OTHER PROF SERV	1,600.00 *
651449	SHOETERIA	SAFETY EQ/SUPPLIES	1,536.64 *
651450	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	31.50 *
651451	*ROSALLES, REYNA	TRAVEL ADVANCE-P.D.	-200.00
		SUBSISTENCE	170.00
		OTHER CONF/MTG EXP	60.00
			30.00 *
651452	SIMPSON CHEVROLET OF GG	REPAIRS-FURN/MACH/EQ	786.58 *
651453	SOUTH COAST AQMD	PERMITS/OTHER FEES	557.42 *
651454	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
651455	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	695.28 *
651456	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	52,973.16 *
651457	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	3,604.92 *

PAGE TOTAL FOR "*" LINES = 95,280.53

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651458	STRAY CAT ALLIANCE	OTHER PROF SERV	14,999.00 *
651459	SUNBELT RENTALS	HEAVY EQUIP RENTAL	720.25
		MAINT OF REAL PROP	515.23
			1,235.48 *
651460	THE RACK DEPOT INC	WHSE INVENTORY	892.31 *
651461	TIME WARNER CABLE	CABLE TV SERVICE	146.29 *
651462	TOXGUARD FLUID TECHNOLOGIES	MV GAS/DIESEL FUEL	31.50 *
651463	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	90.00 *
651464	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	1,124.95 *
651465	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	345.00 *
651466	TYLER TECHNOLOGIES, INC.	OTHER PROF SERV	900.00 *
651467	UNIFIRST CORP	LAUNDRY SERVICES	1,768.71 *
651468	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	227.29 *
651469	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	491.25 *
651470	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	23,159.68 *
651471	GRAINGER	JANITORIAL SUPPLIES	58.75
		OTHER MAINT ITEMS	89.20
		OTHER MINOR TOOLS/EQ	82.14
		HARDWARE	49.96
			280.05 *
651472	GRAND VALLEY BANK-FRONTIER C/O WALLACE & ASSOC CONSULTING	ENGINEERING SERVICES	4,880.00 *
651473	WALTERS WHOLESale ELECTRIC	ELECTRICAL SUPPLIES	286.84 *
651474	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	2,253.60 *
651475	WAXIE SANITARY SUPPLY	WHSE INVENTORY	788.91 *
651476	FERGUSON ENTERPRISES, INC	WHSE INVENTORY	313.07 *

PAGE TOTAL FOR "*" LINES = 54,213.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651477	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	87,270.34 *
651478	*VALDIVIA, CLAUDIA	FACT:YTH ENRCH	12.93
		FACT:PROGRAM EXP	42.96
		FACT:CAC EXP	5.44
			61.33 *
651479	DTNTech MARKETING	UNIFORMS	613.10
		AWARDS/TROPHIES	927.89
			1,540.99 *
651480	*YOO, MEENA	TUITION REIMB	3,000.00 *
651481	CWEA CWEA-TCP	DUES/MEMBERSHIPS	87.00 *
651482	F & B RENTALS	MAINT OF REAL PROP	353.00 *
651483	MORALES, HUGO	VIDEO PRODUCTION EXP	540.00 *
651484	WYCKOFF, GARTH	VIDEO PRODUCTION EXP	400.00 *
651485	FORMAN, TRACY	WATER REFUND	1,000.00 *
651486	LE, THOAI MINH	DEPOSIT REFUNDS	375.00 *
651487	GRISWOLD, JACK	DEPOSIT REFUNDS	20.00 *
651488	THAI, TRYSHA A	DEPOSIT REFUNDS	195.00 *
651489	PINEDA, DELILAH	DEPOSIT REFUNDS	75.00 *
651490	LANDOWSKI, SANDRA	DEPOSIT REFUNDS	140.00 *
651491	BUILTEK CONSTRUCTION	STR PERMIT REFUND	200.00
		STREET PERMIT REFUND	160.00
			360.00 *
651492	AGUINAGA GREEN	OTHER AGR SUPPLIES	554.91 *
651493	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	1,960.41 *
651494	WESTERN WATER WORKS	WHSE INVENTORY	14,748.46 *

PAGE TOTAL FOR "*" LINES = 112,681.44

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651495	HANDY HOSE SERVICES ADVANTAGE HOSE SERVICES LLC	REPAIRS-FURN/MACH/EQ	691.85 *
651496	GARDEN GROVE POLICE ASSOCIATION RETIREE MEDICAL TRUST	POLICE RETIRED MED	42,878.00 *
651497	IAPMO	DUES/MEMBERSHIPS	300.00 *
651498	COMMERCIAL AQUATIC SERVICES	REPAIRS-FURN/MACH/EQ	751.82 *
651499	TRAPEZE SOFTWARE GROUP, INC ASSETWORKS LLC	DATA PROCESSING SUPP	14,862.50 *
651500	THOMAS PLUMBING CO MILLER, THOMAS E	MAINT-SERV CONTRACTS	2,300.00 *
651501	BADOUD, TOM	VIDEO PRODUCTION EXP	700.00 *
651502	PUBLIC AGENCY RISK MANAGEMENT ASSOCIATION	DUES/MEMBERSHIPS	150.00 *
651503	BEE REMOVERS	MAINT-SERV CONTRACTS	117.00 *
651504	*LADNEY, MARK	UNIFORMS	353.60 *
651505	ADVANCED CAR CARE INC	WHSE INVENTORY	746.66 *
651506	O'REILLY AUTO PARTS	MOTOR VEH PARTS	663.34 *
651507	BEST TINT	MOTOR VEHICLE MAINT	400.00 *
651508	VORTEX INDUSTRIES INC FILE 1095	MAINT-SERV CONTRACTS	1,494.60 *
651509	COSTAR GROUP, INC. ATTN: ACCOUNTING DEPT-CONTRACTS	OTHER PROF SERV	471.04 *
651510	SCHORR METALS, INC.	REPAIRS-FURN/MACH/EQ	42.95 *
651511	CROSTOWN ELECTRICAL & DATA, INC.	MAINT-SERV CONTRACTS	1,920.00 *
651512	JUAN A. ZAMBRANO	VIDEO PRODUCTION EXP	200.00 *
651513	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	992.25 *
651514	DOUGLAS, MONSON HENRY	VIDEO PRODUCTION EXP	84.50 *
651515	NANOOK'S EMBROIDERY	OTHER CLOTHING ITEMS	56.55 *
651516	MARIA LUISA M. MENDOZA	FOOD	127.95 *

PAGE TOTAL FOR "*" LINES = 70,304.61

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651517	NAPA AUTO PARTS	MOTOR VEH PARTS	266.35 *
651518	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	WHSE INVENTORY	106.23 *
651519	*BERGER, JAN	DUES/MEMBERSHIPS TUITION/TRAINING	130.00 114.60 244.60 *
651520	AMC THEATRES	ADMN/ENTRANCE FEE	559.20 *
651521	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	2,599.77 *
651522	EVARISTO VERA	SAFETY EQ/SUPPLIES	240.00 *
651523	NORATEK SOLUTIONS, INC.	SOFTWARE	1,000.00 *
651524	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	53,220.18 *
651525	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	435.90 *
651526	DEPARTMENT OF INDUSTRIAL RELATIONS (ACCOUNTING)	MAINT-SERV CONTRACTS	225.00 *
651527	COUNTY OF ORANGE ATTN TREASURER- TAX COLLECTOR	OTHER PROF SERV	195,910.93 *
651528	AUTONATION FORD TUSTIN	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	53.82 976.60 1,030.42 *
651529	CARLOS GOMEZ	DUES/MEMBERSHIPS	92.00 *
651530	NATEC INTERNATIONAL INC	SAFETY EQ/SUPPLIES	500.00 *
651531	USA BLUE BOOK	LABORATORY CHEMICALS	64.48 *
651532	STOMMEL INC DBA LEHR AUTO	REPAIRS-FURN/MACH/EQ MOTOR VEHICLE MAINT	6,242.13 500.00 6,742.13 *
651533	SOUTH COAST A.Q.M.D.	PERMITS/OTHER FEES	265.96 *
651534	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	159.63 *
651535	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	16,470.00 *

PAGE TOTAL FOR "*" LINES = 280,132.78

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/11/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651536	LOOPNET ATTN: ACCOUNTING DEPT- CONTRACTS	OTHER PROF SERV	69.00 *
651537	WARD A GLASBY, INC. GLASBY MAINTENANCE SUPPLY	WHSE INVENTORY	870.00 *
651538	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	2,164.13 *
651539	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	PERMITS/OTHER FEES	132.98 *
651540	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	1,880.35 *
651541	TIME CLOCK SALES & SERVICE CO., INC.	OTHER MAINT ITEMS	164.26 *
W2518	DELTA CARE USA	SELF-INS ADMN	7,110.76 *
W2519	CITY OF GARDEN GROVE-LIABILITY ACCT	LEGAL FEES MUN CLAIMS BD PMT	63,422.54 6,147.86 69,570.40 *
W2520	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,089.45 *
W2521	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	482,279.09 *

PAGE TOTAL FOR "*" LINES = 571,330.42

FINAL TOTAL 1,542,787.54 *

DEMANDS #651348 - 651541 AND WIRES W2518 - W2521 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 11, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



PATRICIA SONG - FINANCE DIRECTOR

183238	IMMANUEL M CALDONA	50.99	183239	JASON B YETTAW	1171.71
183240	JUSTIN E DAVENPORT	191.40	183241	-183280	0.00
183281	JUDITH A MOORE	1837.69	183282	DIANE BELAIR	1727.54
183283	MICHAEL F ROCHA	2192.73	183284	ARTHUR J FLORES	2189.16
183285	EDWIN O THURMAN JR	592.37	183286	QUINCY DREI M ALBERTO	24.77
183287	HANNAH F ALLEN	24.77	183288	ALEX C BEARD	283.17
183289	CARLOS-DAVID G CAZARES	24.77	183290	DEANNA M CHUMACERO	1154.17
183291	ALEXANDRA M COLE	22.03	183292	BLADEN E CROSBY	275.90
183293	VICTOR DE ROSAS	24.77	183294	AARON D DINH	22.03
183295	KELDEN A DOWNS	22.03	183296	ANGELICA ESQUIVEL ALVARE	652.19
183297	ALEXANDER R FOY	22.03	183298	MARIA M GERGES	22.03
183299	STEVEN E GOMEZ	408.58	183300	BIJAN HADADY	22.03
183301	HALLIE S HUANG	22.03	183302	CASSIDY D HUTTON	22.03
183303	TAMMY D LE	24.77	183304	MICHAEL P NADEAU	22.03
183305	HEAVYN J NANCE	237.10	183306	LUAN Q NGUYEN	24.77
183307	JAMES S PARK	24.77	183308	NICKOLE PAUL	22.03
183309	EDOUARD T PHAN	410.51	183310	MARIA D ROSALES	192.75
183311	MYCHAELELLA J SIEVE	22.03	183312	ETHAN TANG	22.03
183313	JACOB THAOSATIEN	22.03	183314	TIFFANY V TRIEU	22.03
183315	WILLIAM ALLISON	8858.27	183316	KRISTINA M ALVAREZ	1573.89
183317	O.C.E.A. GENERAL	2347.18	183318	O.C.E.A.	1077.59
183319	COMMUNITY HEALTH CHARITI	45.00	183320	GARDEN GROVE POLICE ASSO	1550.00
18349113	GEORGE S BRIETIGAM III	459.87	D349114	PHAT T BUI	176.14
18349115	STEVEN R JONES	323.85	D349116	STEPHANIE L KLOPFENSTEIN	265.49
18349117	DIEDRE THU HA NGUYEN	411.53	D349118	KIM B NGUYEN	412.67
18349119	JOHN R O'NEILL	445.44	D349120	STEVE R SOLORIO	45.52
18349121	PAMELA M HADDAD	1591.07	D349122	SHAWN S PARK	2043.79
18349123	SCOTT C STILES	6308.20	D349124	MARIA A STIPE	4919.52
18349125	MEENA YOO	2011.10	D349126	MARITZA PIZARRO	1659.70
18349127	TERESA L POMEROY	2883.04	D349128	LIZABETH C VASQUEZ	1892.02
18349129	VERONICA AVILA	1919.33	D349130	JEFFREY P DAVIS	1981.90
18349131	NOELLE N KIM	1814.51	D349132	MISSY M MENDOZA	245.27
18349133	MARIE L MORAN	2398.07	D349134	ANA E PULIDO	3357.30
18349135	KRISTY H THAI	2168.07	D349136	SHAUNA J CARRENO	2024.84
18349137	VY D HO	1236.71	D349138	DANNY HUYNH	3448.04
18349139	VILMA C KLOESS	1935.22	D349140	IVY LE	1761.14
18349141	TAMMY LE	1188.90	D349142	LINDA MIDDENDORF	2188.88
18349143	MARIA A NAVARRO	2209.76	D349144	PHUONG VIEN T NGUYEN	1977.53
18349145	QUANG NGUYEN	2353.50	D349146	TINA T NGUYEN	2077.35
18349147	THYANA T PHI	2288.53	D349148	MARIA RAMOS	2141.44
18349149	TANYA L TO	1381.26	D349150	CUONG K TRAN	1709.38
18349151	ELAINE TRUONG	1495.20	D349152	THANH-NGUYEN VO	1461.86
18349153	SYLVIA GARCIA	1954.90	D349154	YUAN SONG	4809.68
18349155	KAREN M HARRIS	2715.80	D349156	CHRISTI C MENDOZA	602.84
18349157	JANET J CHUNG	2452.90	D349158	ANN C EIFERT	2936.47
18349159	MARGARITA A ABOLA	1704.72	D349160	MARY ANN M ALCANCIA	2566.84
18349161	MARISA ATIN RAMOS	1213.66	D349162	ELLIS EUN ROK CHANG	2744.05
18349163	RHONDA C KAWELL	2504.97	D349164	ROBERT W MAY	1379.83

**** PAGE TOTAL = 129701.30

D349165	SHAWN A McDONOUGH	1327.87	D349166	HEIDY Y MUNOZ	2829.12
D349167	LIGIA ANDREI	1504.46	D349168	ARIANA B BAUTISTA	1602.85
D349169	KAREN J BROWN	733.62	D349170	CORINNE L HOFFMAN	2063.53
D349171	JEFF N KURAMOTO	3751.09	D349172	CHELSEA E LUKAS	1893.73
D349173	EDWARD E MARVIN JR	1679.91	D349174	ANGELA M MENDEZ	1643.17
D349175	JENNIFER L PETERSON	1778.41	D349176	ANH PHAM	1612.53
D349177	EVA RAMIREZ	1681.93	D349178	JAIME F CHAVEZ	1463.87
D349179	GARY F HERNANDEZ	1583.04	D349180	NEAL M MANALANSAN	1601.90
D349181	DANIEL J SANCHEZ	1531.98	D349182	SANDRA E SEGAWA	3291.96
D349183	ALANA R CHENG	2843.17	D349184	PAUL GUERRERO	2488.72
D349185	LISA L KIM	4259.11	D349186	JAYME K AHLO	2516.44
D349187	JULIE A ASHLEIGH	1809.25	D349188	MICHAEL G AUSTIN	2428.06
D349189	RITA M CRAMER	2308.46	D349190	CHRISTOPHER J CRANDALL	2401.78
D349191	DAVID A DENT	3801.17	D349192	TODD C HARTWIG	2494.39
D349193	RALPH V HERNANDEZ	2171.60	D349194	AARON J HODSON	2172.25
D349195	DONALD E LUCAS	2686.67	D349196	SVETLANA MOURE	2026.01
D349197	PHU T NGUYEN	3351.90	D349198	LORENA J QUILLA-SOULES	2383.26
D349199	PEDRO ROQUE	2058.44	D349200	MARCO A VALADEZ	889.95
D349201	CHRISTOPHER CHUNG	2511.30	D349202	PRIT J KASKIA	1611.31
D349203	HUONG Q LY	1725.96	D349204	LEE W MARINO	3764.85
D349205	MARIA L MEDRANO	2075.49	D349206	MARIA C PARRA	2749.98
D349207	GREG BLODGETT	2781.63	D349208	MONICA COVARRUBIAS	2728.59
D349209	GRACE E LEE	4124.48	D349210	AMEENAH ABU-HAMDIYYAH	1656.90
D349211	ROY N ROBBINS	2716.59	D349212	TIMOTHY E THRONE	1761.65
D349213	ALLISON D WILSON	1944.66	D349214	MICHAEL C BOS	1959.16
D349215	DANIEL J CANDELARIA	3926.56	D349216	VINCENT L DE LA ROSA	1880.33
D349217	KAMYAR DIBAJ	1031.68	D349218	ALICIA M HOFER	1689.79
D349219	NICOLAS C HSIEH	2799.63	D349220	ROSEMARIE JACOT	1900.80
D349221	SHAN L LEWIS	2575.29	D349222	NAVIN B MARU	8035.64
D349223	JUAN C NAVARRO	2194.72	D349224	MICHAEL F SANTOS	2821.80
D349225	MARK P UPHUS	3441.33	D349226	JOSE A VASQUEZ	2171.92
D349227	ANA G VERGARA NEAL	2287.13	D349228	DAI C VU	3947.17
D349229	KHANG L VU	2934.96	D349230	JOSHUA J ARIONUS	1731.86
D349231	ALEJANDRO BANUELOS	1635.79	D349232	JAN BERGER	1945.77
D349233	ROBERT P BERMUDEZ	1190.65	D349234	TIM P CANNON	2672.88
D349235	CARINA M DAN	1850.81	D349236	RYAN H DAVIS	1532.87
D349237	RONALD W DIEMERT	1887.57	D349238	CHRIS N ESCOBAR	3186.20
D349239	ALEJANDRO GONZALEZ	3206.52	D349240	MICHAEL J GRAY	1246.84
D349241	LARRY GRIFFIN	1857.11	D349242	ROBERT A HAENDIGES	2759.37
D349243	RYAN S HART	3320.86	D349244	EDWARD A HUY	2609.08
D349245	VIDAL JIMENEZ	2039.96	D349246	LIYAN JIN	2498.86
D349247	SAMUEL K KIM	3513.00	D349248	REBECCA PIK KWAN LI	3345.56
D349249	DAVID MA'AE	1830.27	D349250	TYLER MEISLAHN	1828.58
D349251	JESSE K MONTGOMERY	2368.62	D349252	JUSTIN M MORRIS	364.64
D349253	STEVEN J MOYA JR	1997.95	D349254	BASIL G MURAD	2269.59
D349255	KIRK L NATLAND	994.06	D349256	DUC TRUNG NGUYEN	1919.54
D349257	CORNELIU NICOLAE	2722.54	D349258	ANDREW I ORNELAS	1620.23
D349259	DAVID A ORTEGA	3689.77	D349260	CELESTINO J PASILLAS	2535.01

**** PAGE TOTAL = 224589.26

D349261	WILLIAM F PEARSON	2172.85	D349262	CHRISTOPHER B PRUDHOMME	1413.44
D349263	ESTEBAN H RODRIGUEZ	1553.11	D349264	LES A RUITTENSCHILD	3064.96
D349265	JONATHAN RUIZ	1871.52	D349266	ALEXIS SANTOS	983.27
D349267	ADRIAN M SARMIENTO	2351.76	D349268	ALBERT TALAMANTES JR	1672.25
D349269	MINH K TRAN	2051.75	D349270	ALEJANDRO VALENZUELA JR	1166.92
D349271	ALEJANDRO N VALENZUELA	2410.72	D349272	KATHLEEN N VICTORIA	868.67
D349273	RONALD J WOLLAND	1180.17	D349274	VICTOR K YERGENSEN	2824.01
D349275	ALICE K FREGOSO	1900.07	D349276	ALICIA R GARCIA	637.67
D349277	RAQUEL K MANSON	2488.83	D349278	WILLIAM E MURRAY JR	5968.03
D349279	EMILY H TRIMBLE	1648.15	D349280	ALFRED J AGUIRRE	2661.46
D349281	EDWARD D AMBRIZ GARCIA	521.10	D349282	RODOLPHO M BECERRA	1934.05
D349283	RAYMOND A BUCHLER	1165.27	D349284	EDGAR A CANO	1511.89
D349285	ALBERT J CARRISOZA	1602.91	D349286	GABRIELA R CONTRERAS	2571.73
D349287	JULIE T COTTON	1556.22	D349288	DANIEL A DEL ROSARIO	532.99
D349289	WILLIAM J ENGELS	610.65	D349290	ERIC M ESPINOZA	1641.84
D349291	ALBERT R EURS II	2240.96	D349292	ROBERT J FRANCO	632.70
D349293	MAURICIO S GARCIA	2320.18	D349294	GILBERTO GAYTAN PINEDA	330.55
D349295	CASEY G GIROUARD	1707.48	D349296	HERMILO HERNANDEZ	744.13
D349297	DARNELL D JERRY	381.48	D349298	BRENT KAYLOR	2058.49
D349299	MARK W LADNEY	2375.62	D349300	RAUL LEYVA	1846.56
D349301	ANTONIO R MARTIN	3060.30	D349302	DIEGO A MEJIA	1657.62
D349303	RIGOBERTO MENDEZ	3482.83	D349304	STEVEN T ORTIZ	2497.31
D349305	PHILLIP Q PHAM	383.07	D349306	RICHARD L PINKSTON	2194.84
D349307	JOSE J ROMAN	692.01	D349308	ALEXIS P TARIN	3245.60
D349309	STEVE J TAUANU'U	3555.14	D349310	SUSAN VITALI	806.89
D349311	STEPHANIE A WASINGER	481.94	D349312	IOAN ANDREI	879.95
D349313	SYLVESTER A BABINSKI IV	1514.03	D349314	DONEISHA L BELL	615.02
D349315	JEFFREY G CANTRELL	1897.81	D349316	JAMES CUNNINGHAM	2257.15
D349317	JULIA ESPINOZA	1163.28	D349318	CECELIA A FERNANDEZ	1132.89
D349319	CONRAD A FERNANDEZ	852.03	D349320	DIANA GOMEZ	821.66
D349321	JORGE GONZALEZ	1261.24	D349322	MICHAEL R GREENE	1857.80
D349323	RONALD D GUSMAN	894.95	D349324	GLORIA A HARO	1100.71
D349325	ERIC W JOHNSON	1097.77	D349326	LEONEL A LAMAS	637.53
D349327	DION J MATSON JR	601.93	D349328	KHUONG NGUYEN	1145.13
D349329	DELFRADO C REYES	1145.13	D349330	RAFAEL ROBLES	1354.67
D349331	ADRIANNA M RODRIGUEZ	923.67	D349332	RODERICK THURMAN	1784.50
D349333	EVARISTO VERA	1457.55	D349334	RICHARD L WILLIAMS	2572.30
D349335	ANSELMO AGUIRRE	1809.78	D349336	CHRISTOPHER L ALLEN	2182.91
D349337	PHILLIP J CARTER	2429.91	D349338	RICK L DUVAL	2535.03
D349339	AARON R HANSEN	1412.86	D349340	HUY HOA HUYNH	2019.30
D349341	BRYAN D KWIATKOWSKI	1571.24	D349342	DANIEL C MOSS	1007.28
D349343	ROLANDO QUIROZ	1689.11	D349344	TODD R REED	1737.20
D349345	ROBERTO RODRIGUEZ	582.99	D349346	LUIS A TAPIA	2024.21
D349347	MICHAEL W THOMPSON	3047.31	D349348	WILLIAM J WHITE	1920.18
D349349	JESSE GUZMAN	1926.71	D349350	MARK M KHALIL	1796.91
D349351	BRETT A MEISLAHN	1991.96	D349352	DOUGLAS A MOORE	1952.79
D349353	AUSTIN H POWELL	1742.47	D349354	MELVIN P REED	1419.94
D349355	STEPHEN D SUDDUTH	1188.23	D349356	TIMOTHY WALLINGFORD	2394.31

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D349357	HILLARD J WILLIAMS	645.27	D349358	SOUHELIA K GOUNTOUNMA	1841.45
D349359	ALBERT J HOLMON III	3448.54	D349360	VICTOR T BLAS	2666.22
D349361	FRANK X DE LA ROSA	3724.85	D349362	JEREMY J GLENN	1290.40
D349363	JOSE GOMEZ	1833.85	D349364	BRENT W HAYES	3494.65
D349365	FRANK D HOWENSTEIN	2209.46	D349366	ALLEN G KIRZHNER	2823.43
D349367	BRANDON S NUNES	1402.27	D349368	STEPHEN PORRAS	3079.10
D349369	JESSE VIRAMONTES	1955.24	D349370	JOHN ZAVALA	2265.15
D349371	YOLANDA A ALVARADO	54.44	D349372	STEPHANIE AMBRIZ	407.30
D349373	JOSELYN D AVALOS	312.35	D349374	REBECCA J BAILOR	503.85
D349375	JOSHUA O BAIRD	264.25	D349376	SARAH M BAIRD	739.13
D349377	JOSUE BARREIRO MENDOZA	1266.68	D349378	ALEXIS R BAUTISTA-MOYANO	104.66
D349379	DYLAN J BOGGAN	33.05	D349380	RACHEL M CAMARENA	1864.13
D349381	RENE CAMARENA	1578.62	D349382	VICTORIA M CASILLAS	1724.06
D349383	RACHAEL M CHOATE	416.92	D349384	AMANDA D CROSS	1584.37
D349385	GISELL L CRUZ	544.80	D349386	KENNETH E CUMMINGS	579.63
D349387	MARLY DELGADO CHAVEZ	252.15	D349388	GABRIELA DIAZ	414.11
D349389	GRISSELL V EVERASTICO	542.77	D349390	MARK C FREEMAN	2627.82
D349391	JARED D GARCIA	550.83	D349392	VANESSA L GARCIA	306.58
D349393	JACOB R GRANT	1338.72	D349394	EMERIE R HERRERA	25.49
D349395	KIMBERLY K HOLER	468.25	D349396	CAROLINA HONSTAIN	142.98
D349397	AARON B LAITINEN	260.04	D349398	KALYSTA N LOPEZ	347.48
D349399	MARISSA D LOPEZ	22.03	D349400	ELAINE M MA'AE	2262.04
D349401	JOHANA L MALDONADO	467.92	D349402	LORENA OCHOA MCINTYRE	1729.59
D349403	JESUS MEDINA	1494.49	D349404	JUAN MEDINA	1966.84
D349405	JOHN A MONTANCHEZ	4683.32	D349406	KIRSTEN K NAKAISHI	530.61
D349407	GINA D NECCO	152.27	D349408	JACOB J NEELY	273.75
D349409	NOEL N NICHOLAS	1031.79	D349410	DANIEL G NORDWICK	57.36
D349411	JENNIFER GODDARD NYE	2376.70	D349412	GABRIELA O'CADIZ-HERNAND	2782.49
D349413	STEPHANIE ORTIZ	420.41	D349414	CHRISTIAN PANGAN	471.63
D349415	EMILY PATINO MARQUEZ	115.68	D349416	GABRIELA PEDRAZA	27.54
D349417	JANET E PELAYO	3070.75	D349418	JESUS PEREZ	325.23
D349419	ARIELLE PICKRELL	754.96	D349420	ALEXA PRADO	307.89
D349421	SHADY S PUALLOA	352.43	D349422	SUGEIRY REYNOSO	2357.91
D349423	CATIA J RIVERA	99.15	D349424	MARINA Y ROMERO	1786.56
D349425	MONICA K ROMO	91.44	D349426	TANYA ROSAS	185.74
D349427	DIANA SALDIVAR	237.30	D349428	RICARDO SALDIVAR	410.72
D349429	YARELI SANCHEZ GUIJOSA	82.62	D349430	DANA MARIE SAUCEDO	2430.57
D349431	EMERON J SCHLUMPBERGER	908.82	D349432	SARAH L SMITH	232.52
D349433	AUSTIN M ST MARSEILLE	60.60	D349434	KENNETH P TRAVIS III	319.49
D349435	CLAUDIA VALDIVIA	2695.30	D349436	JEFFREY VAN SICKLE	2065.06
D349437	DAISY O VENCES	280.99	D349438	JOSHUA VENCES	126.69
D349439	JENNIFER J VICENS	76.48	D349440	PAUL E VICTORIA	778.94
D349441	JACOB D VIRAMONTES	222.46	D349442	ALAN P VU	49.58
D349443	TIFFANY D VU	132.20	D349444	DAVID M WILMES	110.06
D349445	AMANDA M POLLOCK	1658.97	D349446	TREVOR G SMOUSE	2079.57
D349447	ALBERTO ACOSTA	5403.85	D349448	JOHN D BARANGER III	4755.04
D349449	LUCAS B BAUER	5944.77	D349450	BRADLEY D BELL	4311.98
D349451	JERRY R BRENNEMAN	8067.11	D349452	JOSE J CAMBEROS	3739.19

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D349453	YVES G CLERMONT	3217.40	D349454	JOE W CRAWFORD	2089.02
D349455	TIMOTHY A CRAWFORD	4313.87	D349456	JUSTIN D DOYLE	4839.16
D349457	MICHAEL G ECKHARDT JR	4135.92	D349458	STEVE P FELLNER	7496.98
D349459	JAMES L GABBARD	5326.12	D349460	DREW R GARCIA	4850.52
D349461	JEFF W HANNA	2374.27	D349462	MATTHEW R HENSHAW	3769.64
D349463	MICHAEL L JACOBS	6877.40	D349464	WILLIAM R JAEGER	3994.33
D349465	MORDAN R JEMIOLA	4702.44	D349466	MATTHEW C KLEIBACKER	4282.48
D349467	SCOTT A KUHLMAN	4263.73	D349468	NICHOLAS A LERARIO	3112.00
D349469	COREY L LINDSAY	1547.45	D349470	NORMAN M LOVELY	8610.34
D349471	JOHN M MARQUEZ JR	6309.70	D349472	CHEYNE C MAULE	7981.01
D349473	TERRY A MCGOVERN JR	6595.89	D349474	SHANE D MELLE	332.35
D349475	TRAVIS M MELLE	5595.06	D349476	MARK A MICKELSEN	6380.98
D349477	SON L NGUYEN	6035.83	D349478	THANH Q NGUYEN	5246.95
D349479	FREDERICK N NIBLO	2496.12	D349480	BRENT C PARDOEN	4092.45
D349481	MICHAEL KURT RIETH	3267.94	D349482	WADE E RUHMAN	3648.90
D349483	DENNIS L RUZICKA	5963.53	D349484	DAVID C SANCHEZ	5186.44
D349485	NICK R SCHAEFER	4786.81	D349486	SCOTT A SCHERER	9407.67
D349487	MORRIS B SPELL	3564.27	D349488	WILLIAM S STROHM	5834.99
D349489	JUSTIN D TRAVER	4472.11	D349490	CHRISTOPHER B TRENHOLM	4080.87
D349491	JUSTIN TRUHILL	5028.90	D349492	MARIO G VALDERRAMA	3312.62
D349493	DAVID S WALDSCHMIDT	3114.58	D349494	MARK S WEISS	12493.43
D349495	JOSEPH A WINGERT JR	13604.96	D349496	JASON R BLOMGREN	3033.61
D349497	MYLES A BURROUGHS	3284.52	D349498	DAVID M CARLSON	2691.50
D349499	PARKER W CARY	4152.77	D349500	JOSHUA A FELDMAN	5562.55
D349501	TIMOTHY D FISHER	2454.67	D349502	GARRET M FURUTA	3518.42
D349503	CHRISTOPHER P HAWKINS	3507.68	D349504	SHANE S HOWEY	1803.62
D349505	PETER M HUBER	2968.99	D349506	JAYCEN R JUSTUS	2205.47
D349507	ANTHONY L KNAACK	3215.00	D349508	JOSHUA D LEE	4269.35
D349509	DANIEL J MOORE	4697.49	D349510	GRANT A NOBLE	2158.58
D349511	ERIC S NORRDIN	6386.54	D349512	ANTHONY J PAGE	3363.94
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D349515	RICHARD RONSTADT	8047.68	D349516	TIMOTHY N STOWE	2713.03
D349517	ERIC THORSON	4514.37	D349518	RYAN D VAN WIE	4355.44
D349519	JONATHAN C WHITE	3302.43	D349520	GREGORY D WILLIAMS	3001.93
D349521	JEREMIE E YORKE	3602.21	D349522	ANTHONY R ACOSTA	4030.06
D349523	CHRISTOPHER A BENNETT	737.94	D349524	SPENCER S CLIFT	143.13
D349525	BRYSON T DAHLHEIMER	2008.55	D349526	LISA S GUARDI	606.55
D349527	DON T NGUYEN	2136.96	D349528	PAUL J WHITTAKER	5760.91
D349529	THOMAS R DARE	5807.63	D349530	CAROLE A KANEGAE	2094.00
D349531	VINCENTE J VAICARO	3216.62	D349532	KRISTEN A BACKOURIS	1502.02
D349533	SHARON S BAEK	2008.60	D349534	RAY E BEX	3837.42
D349535	GENA M BOWEN	1352.94	D349536	RICHARD O BURILLO	4561.12
D349537	AMIR A EL-FARRA	4137.95	D349538	HELENA ELSOUSOU	1915.62
D349539	ROBERT D FRESENIUS	1879.50	D349540	PATRICK E GILDEA	3702.35
D349541	AI KELLY HUYNH	1716.06	D349542	KEIRA LONG	1774.84
D349543	JOHN E REYNOLDS	3809.73	D349544	REYNA ROSALES	1622.12
D349545	MICHAEL J VISCOMI	4916.52	D349546	GIOVANNI ACOSTA	2219.04
D349547	RICHARD A ALVAREZ-BROWN	2822.37	D349548	PEDRO R ARELLANO	3202.63

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D349549	TIMOTHY R ASHBAUGH	2261.56	D349550	ALFREDO R AVALOS	3364.24
D349551	COLLIN E BAKER	1908.33	D349552	RENE BARRAZA	2756.28
D349553	BEAU A BERENGER	2523.88	D349554	RYAN S BERLETH	1904.32
D349555	SUMMER A BOGUE	2164.70	D349556	JESENIA CAMPOS	1919.16
D349557	RENZO CHUMBE	1953.80	D349558	GARY L COULTER	3889.61
D349559	CHARLIE DANIELEY III	1695.35	D349560	ISAAC DAVILA	2065.92
D349561	NICHOLAS A DE ALMEIDA LO	4656.38	D349562	BROC D DUDLEY	1939.43
D349563	STEPHEN C ESTLOW	916.13	D349564	JESUS FAJARDO	1948.86
D349565	HECTOR FERREIRA JR	2209.78	D349566	KARI A FLOOD	2329.05
D349567	VICTORIA A GILL	1944.27	D349568	JOSEPH P GROSS JR	662.26
D349569	TRAVIS J HADDEN	1935.53	D349570	TROY HALLER	3619.45
D349571	JASON A HOWARD	2389.83	D349572	KIRK P HURLEY	1992.89
D349573	NICKOLAS K JENSEN	2506.73	D349574	PATRICK R JULIENNE	2531.47
D349575	KRISTOFER D KELLEY	4341.52	D349576	EDWARD K KIM	2293.21
D349577	TIMOTHY P KOVACS	3735.30	D349578	MARK A LORD	2969.24
D349579	SHAYLEN L MAO	2229.78	D349580	JORGE L MAZON	2575.89
D349581	BRYAN J MEERS	2545.79	D349582	JEREMY N MORSE	2456.73
D349583	MITCHEL S MOSSER	2126.72	D349584	JASON M MURO	3432.04
D349585	AARON S NELSON	2866.64	D349586	JASON S PERKINS	3119.36
D349587	PHILLIP H PHAM	3518.70	D349588	COREY T POLOPEK	2522.80
D349589	THOMAS S REED	3017.61	D349590	DANIELLE E RIEDL	2779.15
D349591	CHRISTIN E ROGERS	5883.39	D349592	AARON T SHIPLEY	2017.13
D349593	EDGAR VALENCIA	3216.19	D349594	ROYCE C WIMMER	2663.15
D349595	SARAH A WRIGHT	2371.96	D349596	COLE A YNIGUEZ	1871.35
D349597	ADAM D ZMIJA	3297.96	D349598	MARCOS R ALAMILLO	3847.24
D349599	BOBBY B ANDERSON	5306.57	D349600	JOHN F BANKSON	3044.58
D349601	JOSHUA K BEHZAD	2777.89	D349602	EVAN S BERSFORD	2735.65
D349603	JEFFREY A BROWN	3259.04	D349604	JOHN CASACCIA II	2992.62
D349605	JUAN C CENTENO	2917.84	D349606	JEROME L CHEATHAM	3901.45
D349607	HAN J CHO	2446.17	D349608	BRIAN M CLASBY JR	2938.67
D349609	JULIO C CORTEZ	2389.41	D349610	JUAN L DELGADO JR	3344.90
D349611	KEVIN DINH	2810.59	D349612	OTTO J ESCALANTE	6736.93
D349613	JOSHUA N ESCOBEDO	2384.03	D349614	MICHELLE N ESTRADA-MONSA	4668.31
D349615	GEORGE R FIGUEREDO	1353.97	D349616	BRIAN C GIRGENTI	4376.31
D349617	SEAN M GLEASON	2608.69	D349618	BRIAN G HATFIELD	2593.35
D349619	EFRAIN A JIMENEZ JR	2423.90	D349620	CODY M JOHNSON	2093.76
D349621	ARION J KNIGHT	2809.70	D349622	PETER M KUNKEL	5142.46
D349623	RAPHAEL M LEE	428.30	D349624	ERICK LEYVA	3341.97
D349625	DEREK M LINK	3303.55	D349626	RAFAEL LOERA JR	2862.53
D349627	JESSE A LUCATERO	2501.53	D349628	ROBERTO MACHUCA	2133.12
D349629	TAYLOR A MACY	2536.10	D349630	GIANLUCA F MANIACI	3456.69
D349631	NATHAN D MORTON	3435.47	D349632	PATRICK W MURPHY	2386.75
D349633	PATRICK J MUSCHETTO	1850.58	D349634	JEFFREY C NGUYEN	2853.80
D349635	JOSHUA T OLIVO	3513.42	D349636	STEVEN TRUJILLO ORTIZ	2095.87
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D349639	DANIEL RODRIGUEZ	2696.68	D349640	ERIC T RUZIECKI	3478.08
D349641	SEAN M SALAZAR	2555.17	D349642	ROBERT M STEPHENSON III	3619.63
D349643	JOHN J YERGLER	2717.60	D349644	PAUL W ASHBY	3159.09

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D349645	RYAN V BUSTILLOS	6808.52	D349646	THOMAS A CAPPS	2149.25
D349647	MICHAEL K ELHAMI	2857.44	D349648	AUSTIN C LAVERTY	2740.02
D349649	DANNY J MIHALIK	3137.19	D349650	RON A REYES	2909.98
D349651	ROCKY F RUBALCABA	7011.16	D349652	LINO G SANTANA	7256.30
D349653	CHRISTOPHER M EARLE	2649.71	D349654	BENJAMIN M ELIZONDO	2526.46
D349655	NICHOLAS A LAZENBY	2905.64	D349656	CHARLES H LOFFLER	3230.83
D349657	BRADLEY A LOWEN	2384.53	D349658	LUIS F RAMIREZ	2976.85
D349659	RYAN R RICHMOND	2312.57	D349660	GAREY D STAAL	3461.97
D349661	AARON J COOPMAN	3016.32	D349662	MICHAEL E GERDIN	2443.72
D349663	DONALD J HUTCHINS	3329.80	D349664	JASON L JOHNSON	3030.62
D349665	RYAN M LUX	2632.51	D349666	RAUL MURILLO JR	3300.42
D349667	COURTNEY P ALLISON	2609.14	D349668	LISA A BELTHIUS	427.93
D349669	ADAM B COUGHRAN	118.22	D349670	CHRISTOPHER C DOVEAS	825.15
D349671	DANIEL S EDWARDS	808.78	D349672	CRAIG A HERRICK	3.34
D349673	EDUARDO C LEIVA	4629.58	D349674	JOHN O OJEISEKHOB	213.96
D349675	JOSEPH D VARGAS	41.59	D349676	CARL J WHITNEY	3334.01
D349677	FRANCISCO AVALOS JR	330.13	D349678	TANNER C DE PADUA	505.15
D349679	JOSEPH A GARCIA	767.26	D349680	SERGIO J JIMENEZ TAVAREZ	630.69
D349681	EUN WHA LEE	527.84	D349682	JULIAN TAPIA	545.57
D349683	KENTON TRAN	508.46	D349684	CALEB I VAUGHN	602.65
D349685	TYLER D VU	673.16	D349686	TROY F BOWMAN	1771.01
D349687	KAREN D BRAME	1007.94	D349688	KENNETH L CHISM	2009.30
D349689	PAUL E DANIELSON	1170.83	D349690	RUSSELL B DRISCOLL	358.71
D349691	KORY C FERRIN	3371.20	D349692	JAMES D FISCHER	1336.26
D349693	VICTORIA M FOSTER	1817.50	D349694	KYLE N HALEY	1728.61
D349695	KENNETH E MERRILL	593.62	D349696	DOUGLAS A PLUARD	3308.59
D349697	LUIS A QUIROZ	1728.61	D349698	CHARLES W STARNES	2446.55
D349699	TUONG-VAN NGUYEN VU	1680.50	D349700	FLOR DE LIS ELIZONDO	1231.75
D349701	PATRICIA C FLINN	2433.07	D349702	JASON S FULTON	2003.21
D349703	ROBERT J KIVLER	1589.00	D349704	RAQUEL D MATA	1169.18
D349705	REBECCA S MEEKS	2574.85	D349706	JAKE T MELIA	1590.10
D349707	JONATHAN B WAINWRIGHT	2756.66	D349708	DAVID C YOUNG	4281.42
D349709	MARIA A ALCARAZ	2500.66	D349710	MARIA S ATWOOD	1390.93
D349711	CARISSA L BRUNICK	2620.61	D349712	TAMMY L CHAURAN-HAIRGROV	1654.82
D349713	VERONICA FRUTOS	1204.54	D349714	DAVID L GEORGE	2167.50
D349715	PINKY C HINGCO	2679.07	D349716	SHELBY KEUILIAN	1724.66
D349717	CHAD B KIM	1831.98	D349718	ALLYSON T LE	1786.37
D349719	ANGELA LEDESMA	1960.79	D349720	LINDALINH THU LY	1445.74
D349721	MARIA C MCFARLANE	1892.71	D349722	TRINA T NGUYEN	1699.07
D349723	DEBRA J NICHOLS	2326.62	D349724	CHRYSTAL L RAY	1543.13
D349725	JENNIFER V ROMBOUGH	2121.19	D349726	KIMBRA S VELLANOWETH	2096.01
D349727	SHANNON M YELENSKY	1867.26	D349728	JENNIFER A DIX	2910.97
D349729	KATHERINE M FRANCISCO	2755.03	D349730	AMANDA B GARNER	2093.68
D349731	ARCHIE GUZMAN	2974.11	D349732	ROBERT D LUX	2985.33
D349733	MELISSA MENDOZA-CAMPOS	2550.51	D349734	MICHAEL A MOSER	1893.09
D349735	BRANDY J PARK	3013.15	D349736	CRISTINA V PAYAN	2180.99
D349737	JENNIFER M RODRIGUEZ	2568.00	D349738	TANYA L SAMOFF	2327.71
D349739	SUSAN A I SEYMOUR	2367.15	D349740	DANNY J SOSEBEE	2135.89

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D349741	MARSHA D SPELLMAN	2259.93	D349742	SPENCER T TRAN	2474.81
D349743	SANTA WARDLE	1130.59	D349744	CHERYL L WHITNEY	2741.06
D349745	CLAUDIA ALARCON	2819.67	D349746	DANIEL A CAMARA	2495.72
D349747	BRIAN D DALTON	2346.71	D349748	RICHARD E DESBIENS	1582.03
D349749	JAMES D FRANKS	2988.24	D349750	PETE GARCIA	2461.13
D349751	ROBERT J GIFFORD	2726.84	D349752	STEVEN H HEINE	1514.91
D349753	JOSE D HERRERA	3089.83	D349754	WILLIAM T HOLLOWAY	4949.67
D349755	THI A HUYNH	2721.01	D349756	MICHAEL J JENSEN	4251.74
D349757	GERALD F JORDAN	2618.67	D349758	JOSEPH L KOLANO	2255.67
D349759	LEA K KOVACS	2668.46	D349760	DAVID LOPEZ	2237.95
D349761	STEVEN W LUKAS	1847.85	D349762	MATTHEW P MARCHAND	2710.97
D349763	MARIO MARTINEZ JR	3621.18	D349764	ADAM C NIKOLIC	4464.25
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D349769	BRIAN T STROUD	3226.46	D349770	PAUL M TESSIER	2561.54
D349771	DENNIS WARDLE	3659.09	D349772	RONALD A DOSCHER	1175.41
D349773	ERIC A QUINTERO	752.29	D349774	JANNA K BRADLEY	2592.48
D349775	MARY C CERDA	1934.06	D349776	BRANDI M HART	543.15
D349777	SUSAN A HOLSTEIN	205.57	D349778	LIANE Y KWAN	4310.86
D349779	JANY H LEE	3420.72	D349780	SHERILL A MEAD	2125.61
D349781	JESSICA MEDINA	1883.44	D349782	STEPHANIE E RICHARDS	1799.94
D349783	CAITLYN M STEPHENSON	1757.24	D349784	LAURA J STOVER	5049.81
D349785	ANNA L GOLD	1729.47	D349786	KATRENA J SCHULZE	471.53
D349787	MATTHEW T SWANSON	1595.16	D349788	ANTHONY VALENZUELA	1370.44
D349789	CANDY G WILDER	1883.93	D349790	STEVEN F ANDREWS	1410.01
D349791	TERENCE S CHANG	2217.18	D349792	VERNA L ESPINOZA	1776.29
D349793	CESAR GALLO	2396.42	D349794	ERNIE E HINGCO	1664.04
D349795	GEOFFREY A KLOESS	2745.89	D349796	RACHOT MORAGRAAN	3553.90
D349797	NOEL J PROFFITT	3030.44	D349798	ANAND V RAO	4525.73
D349799	JOSEPH M SCHWARTZ	2252.86	D349800	ROD T VICTORIA	2039.96
D349801	TERREL KEITH WINSTON	3398.08	D349802	POLICE ASSN	15383.26
D349803	GG FIRE FIGHTERS 2005	20739.95	D349804	SO CAL CU	67217.00
D349805	SOUTHLAND CU	4691.94		EMPLOYMENT DEVELOPMENT D	105124.27
W2598	GREAT WEST LIFE 457 #340	107953.63	W2597	GREAT WEST LIFE OBRA#340	2781.02
W2600	INTERNAL REVENUE SERVICE	337086.44	W2599		

**** PAGE TOTAL = 812862.95

TOTAL CHECK PAYMENTS	44	29,501.70
TOTAL DIRECT DEPOSITS	693	1,738,801.36
TOTAL WIRE PAYMENTS	4	552,945.36
GRAND TOTAL PAYMENTS	741	2,321,248.42

Checks #183238 thru #183320, and Direct Deposits #D349113 thru #D349805, and wire #W2597 thru #W2600 presented in the Payroll Register submitted to the Garden Grove City Council 11 JUN 2019, have been audited for accuracy and funds are available for payment thereof.



PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of Resolutions confirming the annual levy of Fiscal Year 2019-20 assessments for Garden Grove Street Lighting District, Garden Grove Street Lighting District No. 99-1, and Garden Grove Park Maintenance District. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to hold Public Hearings prior to adoption of the Fiscal Year 2019-20 assessments for: 1) the Garden Grove Street Lighting District, 2) the Garden Grove Street Lighting District No. 99-1, and 3) the Garden Grove Park Maintenance District.

BACKGROUND

On May 14, 2019, the City Council adopted Resolution Nos. 9553-19, 9554-19, 9555-19, declaring its intention to levy and collect Fiscal Year 2019-20 assessments to pay for street lighting and park maintenance services.

DISCUSSION

The purpose of the Public Hearings are to hear testimony on the question of the annual assessments for parcels located within the Street Lighting District, Street Lighting District No. 99-1, and Park Maintenance District.

The proposed assessments are based on rates and methodology as previously adopted in FY 2018-19 by the City Council for the Garden Grove Street Lighting District and the Garden Grove Park Maintenance District. There will not be an increase in the assessments this fiscal year.

FINANCIAL IMPACT

The adoption of street lighting and park maintenance assessments will raise approximately \$1,300,000 in street lighting revenues and \$700,000 in park maintenance revenues. The assessments will be collected by the County.

RECOMMENDATION

It is recommended that the City Council take the following actions:

1. For the Garden Grove Street Lighting District No. 99-1:
 - Conduct the Public Hearing for the proposed annual levy of assessments;
 - Receive the report of the City Clerk regarding protests received; and
 - Assuming there is no majority protest, adopt the Resolution confirming the assessment in Street Lighting District No. 99-1 for FY 2019-2020 (Resolution is Attachment 1).
2. For the Garden Grove Park Maintenance District:
 - Conduct the Public Hearing for the proposed annual levy of assessments;
 - Receive the report of the City Clerk regarding protests received; and
 - Assuming there is no majority protest, adopt the Resolution confirming the assessment in the Garden Grove Park Maintenance District for FY 2019-2020 (Resolution is Attachment 2).
3. For the Garden Grove Street Lighting District:
 - Conduct the Public Hearing for the proposed annual levy of assessments;
 - Receive the report of the City Clerk regarding protests received; and
 - Assuming there is no majority protest, adopt the Resolution confirming the assessment in the Garden Grove Street Lighting District for FY 2019-20 (Resolution is Attachment 3).

By: Katie Delfin, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution PH 99-1	6/5/2019	Resolution	6-11-19_cc_Public_Hearing_99-1.pdf
CC Resolution PH Park	6/5/2019	Resolution	6-11-

Maintenance			19_cc_Public_Hearing_Park_Maint.pdf
CC Resolution Street	6/5/2019	Resolution	6-11-
Lighting PH			19_cc_Public_Hearing_Lighting_District.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
MAKING DETERMINATIONS AND CONFIRMING THE DIAGRAM AND ASSESSMENT FOR
2019-20 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING
DISTRICT NO. 99-1

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the installation, maintenance, and servicing of certain public street lighting facilities in the City of Garden Grove Street Lighting District No. 99-1 (Resolution No. 9550-19) for FY 2019-20 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of May 14, 2019, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9554-19 fixed June 11, 2019, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9554-19, and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

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

SECTION 1. The Public Hearing has been duly held, and notices thereof given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented to it, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2019-20, in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2019-20. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the Fiscal Year commencing July 1, 2019, and ending June 30, 2020, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor for collection of the assessment on the tax roll.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
MAKING DETERMINATIONS FOR THE CITY OF GARDEN GROVE PARK MAINTENANCE
DISTRICT AND CONFIRMING THE DIAGRAM AND ASSESSMENT FOR 2019-20
FISCAL YEAR

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the maintenance of public parks in the city of Garden Grove (Resolution No. 9551-19) for FY 2019-20 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of May 14, 2019, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9555-19 fixed June 11, 2019, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9555-19 and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

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

SECTION 1. The Public Hearing has been duly held, and notices given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented to it, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2019-20 in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2019-20. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the Fiscal Year commencing July 1, 2019, and ending June 30, 2020, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor for collection of the assessment on the tax roll.

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
MAKING DETERMINATIONS AND CONFIRMING THE DIAGRAM AND ASSESSMENT
FOR 2019-2020 FISCAL YEAR FOR THE CITY OF GARDEN GROVE STREET LIGHTING
DISTRICT

WHEREAS, the City Council of the City of Garden Grove initiated proceedings to order the installation, maintenance, and servicing of certain public street lighting facilities in the City of Garden Grove Street Lighting District (Resolution No. 9549-19) for FY 2019-20 under the provisions of the Landscaping and Lighting Act of 1972, being Division 15, Part 2 (Sections 22500 et seq.) of the California Streets and Highways Code;

WHEREAS, at its meeting of May 14, 2019, the City Council considered and approved a report prepared by the City Engineer under and pursuant to the California Streets and Highways Code;

WHEREAS, the report contained an estimate of the costs of improvements, a diagram showing the assessment district and the boundaries and dimensions of the subdivisions of the land within the district, and a proposed assessment of the total amount of the costs and expenses of the improvements in relation to special benefits that parcels receive from the improvements;

WHEREAS, the City Council by Resolution No. 9553-19 fixed June 11, 2019, at 6:30 p.m., or as soon thereafter as practicable, in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9553-19, and of the time and place and purpose of the Public Hearing;

WHEREAS, the City Clerk has filed with the City Council an affidavit setting forth the time and manner of the compliance with the requirements of the California Streets and Highways Code;

WHEREAS, at the time and place stated in the notice, the Public Hearing was opened by the City Council and the report was considered, and all persons appearing and desiring to be heard were heard;

WHEREAS, the City Council has examined the evidence presented at the Public Hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the other improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

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

SECTION 1. The Public Hearing has been duly held, and notices thereof given as set forth in the recitals of this Resolution, and each and every step in the proceedings has been duly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied.

SECTION 2. Based upon its review of the report, and other reports and information presented, the City Council hereby finds and determines that: (i) the land within the District will be benefited by the improvements described in the report; (ii) the District includes all of the lands so benefited; (iii) the net amount to be assessed upon the lands within the District for FY 2019-20, in accordance with the report described above, is apportioned by a formula and method that fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements; and (iv) no assessment imposed on any parcel exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

SECTION 3. The City Council finds that the assessment is in compliance with the provisions of the Landscaping and Lighting Act of 1972 and that the City Council has complied with all laws pertaining to the levy of an annual assessment.

SECTION 4. The City Council hereby confirms the diagram and assessment for the District for FY 2019-20. The adoption of this Resolution constitutes the levy of an assessment against the lots and parcels of land in the District for the fiscal year commencing July 1, 2019, and ending June 30, 2020, as set forth in the report.

SECTION 5. The City Council hereby orders the proposed improvements to be made in accordance with the report and these proceedings.

SECTION 6. The City Engineer is hereby authorized to update the report and assessments to the most current available parcel listings as provided by the Orange County Auditor's Office.

SECTION 7. The City Clerk is hereby directed to file and record the diagram and assessment, or a certified copy thereof, with the Orange County Auditor, for collection of the assessment on the tax roll.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution confirming the annual levy of Fiscal Year 2019-20 assessment for the Downtown Assessment District. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to hold a Public Hearing, and adopt the attached Resolution for Fiscal Year 2019-20 assessment for the Downtown Assessment District.

BACKGROUND

On May 14, 2019, City Council adopted Resolution Nos. 9557-19, 9558-19, and 9559-19, which in general described the proposed improvements, directed the City Engineer to prepare and file an Engineer's Report, and stated the intention to levy and collect assessments for FY 2019-20, setting the public hearing date for June 11, 2019.

DISCUSSION

These proceedings and the notification regarding the levying of an annual assessment have been followed in accordance to the Landscaping and Lighting Act of 1972. The remaining action for City Council is to hold the public hearing and, after conducting the Public Hearing, adopt the proposed resolution to levy FY 2019-20 assessments for the Downtown Assessment District.

FINANCIAL IMPACT

There is no impact to the General Fund. The City will collect \$26,700 in assessment revenues for the Downtown Assessment District.

RECOMMENDATION

It is recommended that the City Council:

- Conduct the Public Hearing for the proposed annual levy of assessments;
- Receive the report of the City Clerk regarding protests received; and
- Assuming there is no majority protest, adopt the Resolution confirming the proceedings and levying assessments against the individual parcels in the Downtown Assessment District.

By: Katie Delfin, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Resolution	6/5/2019	Resolution	6-11-19_cc_PH_Downtown_Resolution.pdf
FY 2019-20 Assessment District Diagram	5/28/2019	Exhibit	FY_2019-20_Diagram.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
MAKING DETERMINATIONS AND CONFIRMING THE DIAGRAM AND ASSESSMENTS
IN THE MATTER OF THE DOWNTOWN ASSESSMENT DISTRICT

WHEREAS, the City Council has, by its Resolution No. 9559-19 declared its intention to order the maintenance of certain improvements and appurtenances within the Downtown Assessment District under the provisions of the Landscaping and Lighting Act of 1972, Division 15, Part 2 (commencing with Section 22500) of the California Streets and Highways Code (herein "the Act");

WHEREAS, by Resolution No. 9558-19 the City Council has approved an Engineer's Report under and pursuant to the Act and, in particular Section 22622 of the Streets and Highways Code;

WHEREAS, the report contained among other things, an estimate of the cost of maintenance, a diagram showing the assessment district and boundaries and dimensions of the subdivisions of land within the assessment district (Attachment "A"), and a proposed assessment of the total amount of the costs and expenses of maintenance upon several subdivisions of land in the assessment district in direct proportion to the estimated benefits to be received by the subdivisions respectively from the maintenance;

WHEREAS, by Resolution No. 9559-19 the City Council fixed the date of June 11, 2019, at 6:30 p.m. (or as soon thereafter as the City Council may hear same) in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California, as the time and place for the Public Hearing on the question of the levy of the proposed assessment;

WHEREAS, the City Clerk has given notice of the passage of the Resolution of Intention, Resolution No. 9559-19, and of the time and place of purpose of the Public Hearing, all as required by the Act;

WHEREAS, the City Clerk has filed with the City Council its affidavit setting forth the time and manner of the compliance with the requirements of the Act for publishing of the notice;

WHEREAS, at the time and place stated in the notice, a Public Hearing was conducted by the City Council at which hearing the report was duly presented and public testimony solicited and heard in the matter of the proposed assessment, and a full, fair, and complete hearing has been held and the City Council has been fully informed;

WHEREAS, the City Council has examined and considered the assessment prepared in the report and proceedings prior thereto, and the evidence presented at the hearing;

WHEREAS, protests were not made by the owners of more than one-half of the area of the property to be assessed for the improvements proposed; and

WHEREAS, any and all protests and objections, written and oral, made or filed in the matter of the report or assessments have been overruled and denied.

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

SECTION 1. The Public Hearing has been duly held, and notice given as set forth in the recitals, and each and every step in the proceedings prior to and including the hearing has been duly and regularly taken. The City Council is satisfied with the correctness of the report, including the assessment and diagram, the proceedings, and all matters relating thereto; and all protests, objections, or appeals have been heard and the same are hereby overruled and denied. The City Council does hereby confirm the proceedings and the assessment.

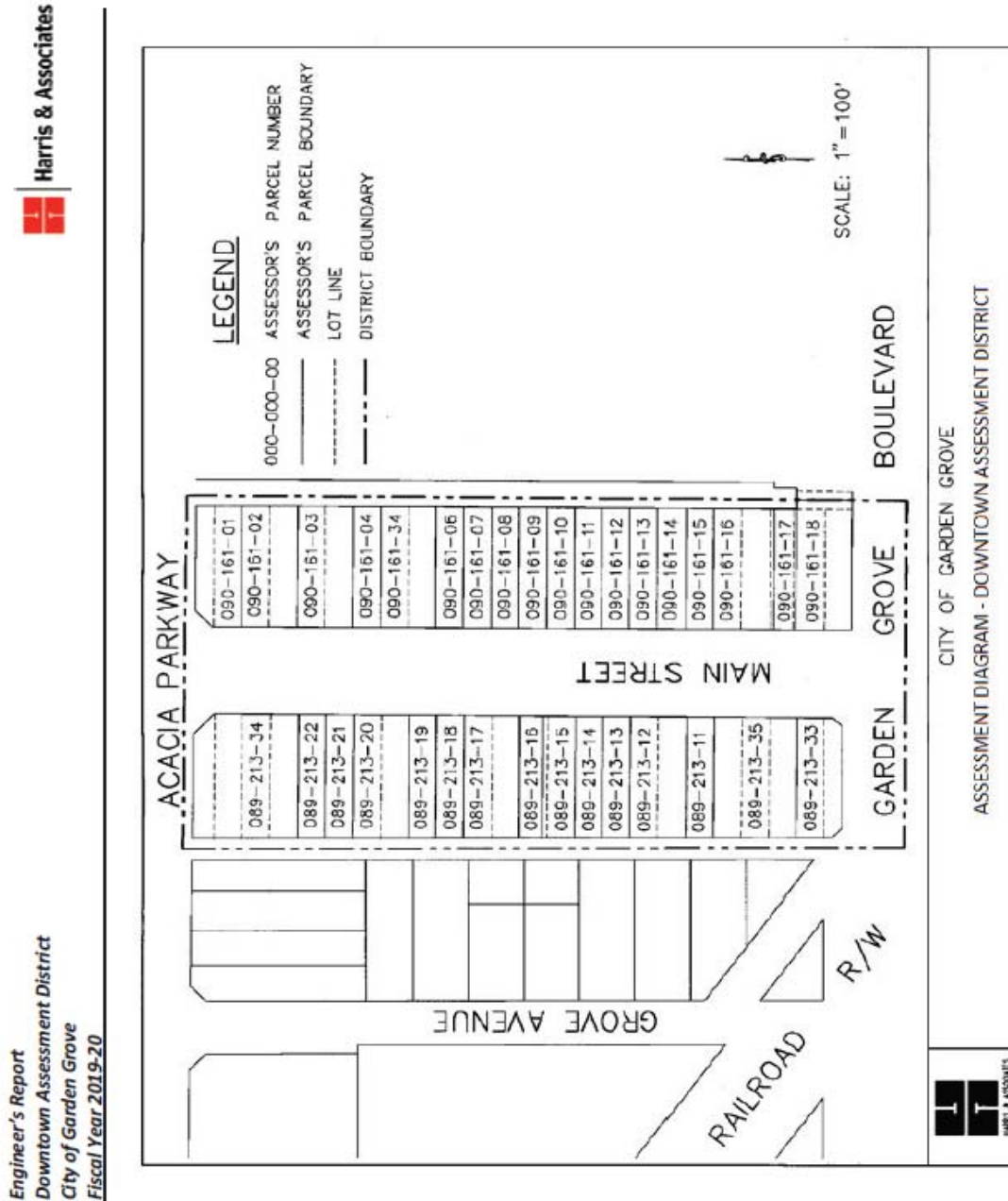
SECTION 2. The City Council orders the proposed maintenance to be made in accordance with the report and these proceedings.

SECTION 3. The City Council does hereby determine that the amounts to be assessed against the individual parcels shown on the assessment diagram contained in the report are hereby approved and confirmed, and the City Clerk is hereby directed to endorse the fact and date of approval of the report.

SECTION 4. The adoption of this Resolution constitutes the levy of an assessment for FY 2019-20 commencing July 1, 2019, and ending June 30, 2020, as set forth in the report.

SECTION 5. The City Clerk is hereby directed to file and record the diagram and assessment, as required by Section 22641 of the California Streets and Highways Code, with the County Auditor for collection of the assessment on the tax roll.

ATTACHMENT "A"





GARDEN GROVE

CITY OF GARDEN GROVE
ENGINEER'S REPORT
DOWNTOWN ASSESSMENT DISTRICT
FISCAL YEAR 2019-20
ORANGE COUNTY, CALIFORNIA

May 1, 2019

PREPARED BY



22 Executive Park, Suite 200
Irvine, CA 92614
www.weareharris.com

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ENGINEER'S CERTIFICATION

AGENCY: THE CITY OF GARDEN GROVE

PROJECT: DOWNTOWN ASSESSMENT DISTRICT

TO: THE CITY COUNCIL OF THE
CITY OF GARDEN GROVE
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2019–2020

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the annual levy of assessments within the Downtown Assessment District of the City of Garden Grove to provide services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2019–20. Services will be provided through June 30, 2020.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), and in accordance with the City of Garden Grove's Resolution being adopted by the City Council for:

DOWNTOWN ASSESSMENT DISTRICT

(Hereinafter referred to as the "District"),

I, K. Dennis Klingelhofer, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: Provides the background and reason for the District.

PART II

Plans and Specifications: Plans and specifications for the improvements showing and describing the general nature, location and extent of the improvements.

PART III

Cost Estimate: The estimated cost to be funded by the District for the operation, servicing and maintenance of the improvements for fiscal year 2019-20, including incidental costs and expenses in

connection therewith.

PART IV

Method of Apportionment: The method of apportionment of assessments indicates the proposed assessment of the net amount of the costs and expenses of the maintenance and/or servicing of the existing and ultimate improvements to be assessed upon the several lots and parcels of land within the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels.

Appendices

Appendix A – Assessment Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided and in conformance with the assessment methodology adopted by the City Council for the levying of assessments.

DATED: May 1, 2019



Harris & Associates



K. Dennis Klingelhofer, P.E., Assessment Engineer
R.C.E. No. 50255
Engineer of Work
County of Orange
State of California

PART I – OVERVIEW

This Report has been prepared and is submitted for consideration by the City Council of the City of Garden Grove under the authority of the Landscaping and Lighting Act of 1972 as set forth in Part 2 of Division 15 of the California Streets and Highways Code.

Background

In 1977, the City of Garden Grove formed the Main Street Assessment District (MSAD) No. 1 to provide funds for the construction and maintenance of special public improvements along Main Street. Those include planters, trees, streetscaping, sidewalks, benches, trash receptacles, drinking fountains, streetlights, drainage, and bollards.

Following formation of the District, assessments were adjusted periodically as the cost of providing services increased. The current assessment rate has not been increased since 1989. The existing assessment was deemed to be exempt from the requirements set forth in Section 4 of Article XIID by Section 5(a) following the passage of Prop 218 in 1996 which added Article XIID to the State Constitution. Any increase to the current assessment after July 1, 1997 is subject to the requirements of Section 4 and may not be increased without the approval of the property owners within the District.

The assessment rate was proposed to be increased for Fiscal Year 2004-05 to keep up with the rising costs and the higher levels of maintenance requested by the businesses within this Assessment District.

Notices and ballots were mailed to all property owners in the District in accordance with Section 4, Article XIID of the California State Constitution (Proposition 218). On June 8, 2004, the public hearing was held, the ballots were tabulated, and the property owners rejected the proposed assessment increase.

Therefore, the assessments will remain the same in Fiscal Year 2019-20 as in previous years and the services funded by the assessment have been adjusted to match the funds available. No City contribution is made to this District.

In the fall of 2017, Council approved changing the name of the district from “Main Street Assessment District No. 1” to “Downtown Assessment District”.

PART II – PLANS AND SPECIFICATIONS

The facilities, which have been constructed within the City of Garden Grove, and those which may be subsequently constructed, will be serviced and maintained as generally described as follows: A portion of Main Street from Garden Grove Boulevard to Acacia Parkway and a portion of Garden Grove Boulevard between 150.16 feet west of the centerline of Main Street and 150.06 feet east of the centerline of Main Street, all being within said District.

Descriptions of Improvements

The facilities to be maintained and serviced for the District as described as follows: Facilities include but are not limited to: streetscape improvements including sidewalks, decorative paving, street lights, street trees, and street furniture, including bollards, benches, trash receptacles, drinking fountains, miscellaneous planters, and related items within the boundaries of said District.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the landscaping and appurtenant facilities, including repair, removal or replacement of all or part of any of the landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; and the cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

Servicing means the furnishing of water for the irrigation of the landscaping and the maintenance of any of the lighting facilities or appurtenant facilities and the furnishing of electric current or energy, gas or other illuminating agent for the lighting facilities, or for the lighting or operation of the landscaping or appurtenant facilities.

The plans and specifications for the improvements, showing and describing the general nature, location, and the extent of the improvements, are on file in the office of the Director of Public Works and are incorporated herein by reference.



PART III – COST ESTIMATE

The City's budget for the operation, maintenance and servicing of lighting details the estimated costs for Fiscal Year 2019-20 as available at the time of preparation of this Report, and includes engineering fees, legal fees, printing, mailing, postage, publishing, and all other related costs identified with the District proceedings.

	Adopted Fiscal Year 2018-19	Proposed Fiscal Year 2019-20
<u>Starting Fund Balance (Fund Balance as of July 1)</u>	\$78,547	\$67,715
<u>Estimated Revenues</u>		
Total Estimated 2019-20 Assessments:	\$26,700	\$26,700
Interest	\$500	\$500
Subtotal Revenues:	\$27,200	\$27,200
<u>Estimated Expenditures</u>		
Trash Pick Up	\$0	\$0
General Maintenance	\$15,500	\$12,000
Street Lighting	\$2,000	\$2,000
Street Improvements	\$10,000	\$10,000
Streetscape Cleaning	\$3,000	\$3,000
Professional Services	\$3,500	\$3,500
Administrative Support	\$3,300	\$2,800
Insurance	\$732	\$732
Subtotal Expenditures:	\$38,032	\$34,032
<u>Estimated Year End Fund Balance</u>	\$67,715	\$60,883
Total Front Feet (FF) in Assessment District:	1,340.45	1,340.45
Assessment Rate (\$/FF):	\$19.92	\$19.92

The 1972 Act requires that a special fund be set-up for the revenues and expenditures of the District. Funds raised by assessment shall be used only for the purpose as stated herein. A contribution to the District by the City may be made to reduce assessments, as the City Council deems appropriate. Any balance or deficit remaining on July 1 must be carried over to the next fiscal year.

PART IV – METHOD OF APPORTIONMENT

General

Part 2 of Division 15 of the Streets and Highways Code, the Landscaping and Lighting Act of 1972, permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the maintenance and servicing of street lights, traffic signals, landscaping, parks and recreational facilities.

The 1972 Act requires that maintenance assessments be levied according to benefit rather than according to assessed value. Section 22573 provides that:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements.

The Act permits the designation of areas of benefit within any individual assessment District if "by reasons or variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvement" (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218, the "Right to Vote on Taxes Act" which was approved on the November 1996 statewide ballot and added Article XIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost for the proportional special benefit conferred on that parcel. Article XIID provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. It also requires that publicly owned properties which benefit from the improvements be assessed.

If the assessment is approved by the property owners as required by Article XIID of the California Constitution, Section 53739 of the Government Code allows that the assessment may be imposed thereafter at "...any rate or amount that is less than or equal to the maximum amount authorized by the voter approved ordinance or resolution".

Section 53739 also allows that the assessment may be adjusted for inflation based upon a clearly defined formula that is stated in the resolution that is approved by the property owners at an election authorizing the levy of the assessment.

The formula to be used to distribute the costs of providing the enhanced levels of services described in this Report to the assessable parcels within the District was approved by the City Council at the time the District was formed.

Special Benefit Analysis

Street Landscaping - Trees, landscaping, hardscaping and appurtenant facilities, if well maintained, provide beautification, shade and enhancement of the desirability of the surroundings, and therefore increase property value.

In Parkways and Land Values, written by John Nolan and Henry V. Hubbard in 1937, it is stated:

"... there is no lack of opinion, based on general principals and experience and common sense, that parkways do in fact add value to property, even though the amount cannot be determined exactly.... Indeed, in most cases where public money has been spent for parkways the assumption has been definitely made that the proposed parkway will show a provable financial profit to the City. It has been believed that the establishment of parkways causes a rise in real estate values throughout the City, or in parts of the City,..."

It should be noted that the definition of "parkways" above may include the roadway as well as the landscaping along the roadway.

The ongoing operation and maintenance and operation of streetlights benefit all properties within the District by providing security, safety and community character and vitality as outlined below. Streetlights provide only incidental benefits to motorists traveling to, from or through the area.

BENEFITS OF STREET LIGHTING

Security and Safety	Community Character and Vitality
<ul style="list-style-type: none">• Mitigates crime• Alleviates the fear of crime• Enhances safe ingress/egress to property	<ul style="list-style-type: none">• Promotes social interaction• Contributes to a positive nighttime visual image

Methodology

The parcels of land in the District are all commercial properties and are assessed based on a linear foot (LF) frontage on Main Street and Garden Grove Boulevard. City-owned parking lot properties are not considered to benefit from the improvements and are therefore excluded from assessment. The table below provides the assessment apportionment for the District.

Previous Fiscal Year 18-19 Total Asmt	Estimated Fiscal Year 19-20 Total Asmt	Total District Frontage	Maximum Fiscal Year 19-20 Asmt per LF
\$26,700	\$26,700	1,340.45	\$19.92

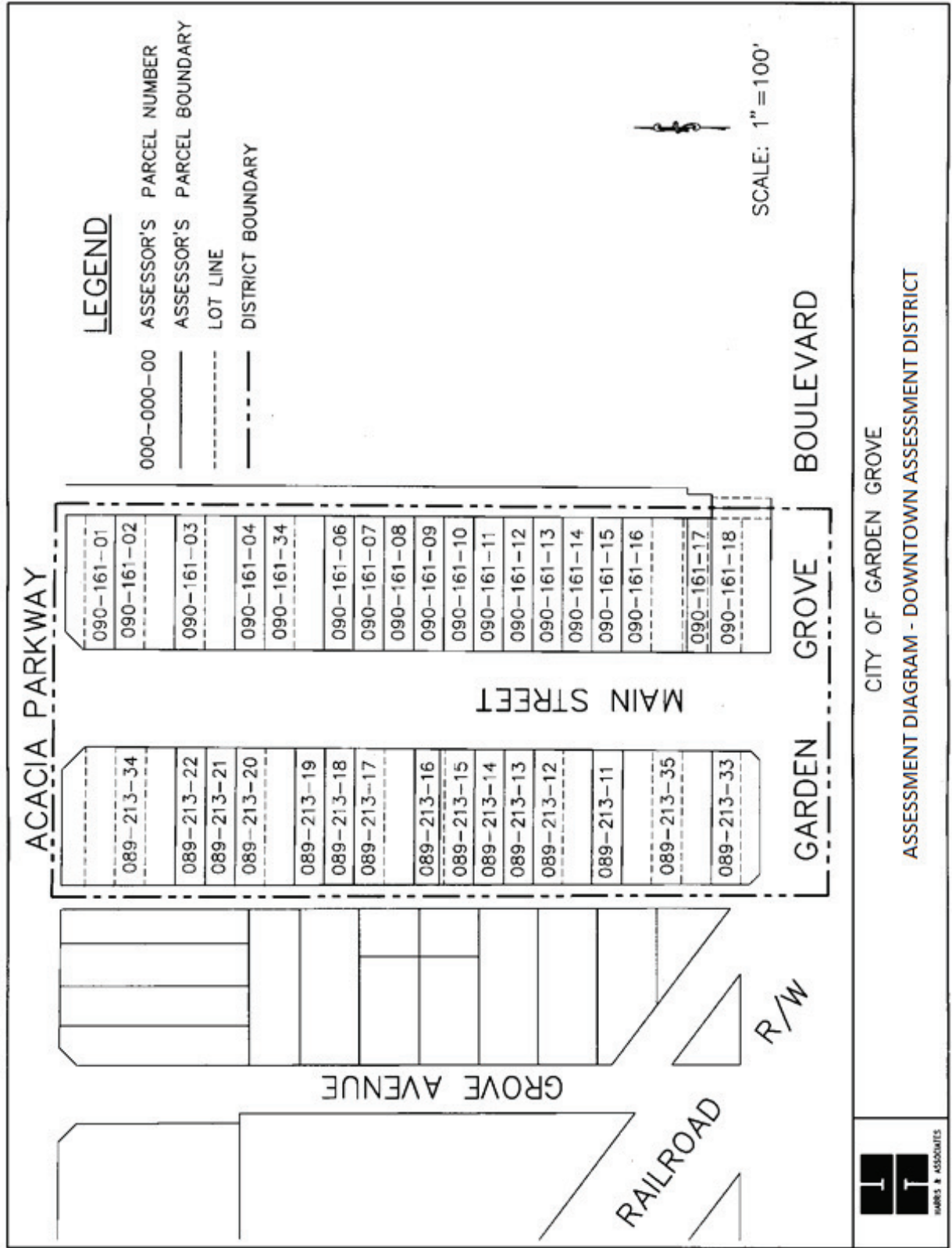
The actual assessments levied in any fiscal year will be as approved by the City Council and may not exceed the maximum assessment rate without receiving property owner approval for the increase.

APPENDIX A – ASSESSMENT DIAGRAM

A diagram showing the exterior boundaries of the District is on file in the Office of the City Clerk and incorporated herein by reference.

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the Assessor of the County of Orange for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

A reduced copy of the City of Garden Grove Downtown Assessment District Map is provided on the following page.



APPENDIX B – ASSESSMENT ROLL

The total proposed assessment for Fiscal Year 2019-20 and the amount of the total proposed assessment apportioned to each lot or parcel within the District, as shown on the latest assessment roll at the Orange County Assessor's Office, are contained in the Assessment Roll provided below.

The description of each lot or parcel is part of the records of the Assessor of the County of Orange and these records are, by reference, made part of this Report.

Assessor's Parcel No.	Linear Feet	Proposed Fiscal Year 2019-20 Asmt
089-213-11	25.50	\$507.91
089-213-12	49.50	\$985.95
089-213-13	25.00	\$497.95
089-213-14	25.00	\$497.95
089-213-15	29.00	\$577.62
089-213-16	21.00	\$418.28
089-213-17	50.00	\$995.90
089-213-18	25.00	\$497.95
089-213-19	25.00	\$497.95
089-213-20	50.00	\$995.90
089-213-21	25.00	\$497.95
089-213-22	25.00	\$497.95
089-213-33	155.09	\$3,089.30
089-213-34	101.05	\$2,012.98
089-213-35	75.00	\$1,493.85
090-161-01	47.27	\$941.53
090-161-02	50.00	\$995.90
090-161-03	50.00	\$995.90
090-161-04	25.00	\$497.95
090-161-06	25.00	\$497.95
090-161-10	25.00	\$497.95
090-161-11	25.00	\$497.95
090-161-12	25.00	\$497.95
090-161-13	25.00	\$497.95
090-161-14	25.00	\$497.95
090-161-15	25.00	\$497.95
090-161-16	50.42	\$1,004.27
090-161-17	25.25	\$502.93
090-161-18	161.37	\$3,214.58
090-161-34	50.00	\$995.90
1,340.45		\$26,700.00

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Acknowledgement of the resignation of Dr. Pauline Merry from the Administrative Board of Appeals. (<i>Action Item</i>)	Date:	6/11/2019

Attached is the email from Dr. Pauline Merry resigning from the Administrative Board of Appeals recommended to be acknowledged by the City Council.

Due to the unscheduled vacancy, a special vacancy notice will be published and posted pursuant to Government Code Section 54973. Appointment to that vacancy must not be made for at least ten working days after posting of the vacancy notice. The vacancy notice will be posted on bulletin boards outside City Hall, the Community Meeting Center, the Regional Library, and the City Clerk's Office. There will also be a press release inviting Garden Grove registered voters to apply online or in person in the City Clerk's Office.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Email from Dr. Merry	6/5/2019	Letter	DOC-20190604-17_18_16.pdf

Resignation from the City of Garden Grove Board of Appeals Commission

From : Pauline Merry <pemerry@gmail.com>

Tue, Jun 04, 2019 04:47 PM

Subject : Resignation from the City of Garden Grove Board of Appeals Commission

To : Cityclerk@ggcity.org

Cc : jhill1@octa.net

To Whom It May Concern:

Because I have accepted a position on the OCTA Tax Payer Oversight Committee, I understand that I am required to resign from any other government committees or commissions in Orange County. Therefore, I must hereby submit my resignation to serve on the City of Garden Grove Board of Appeals, effective immediately.

Sincerely,
Pauline E. Merry, PhD

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patrica Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Introduction and first reading of an Ordinance for the Paramedic Tax Override Rate For Fiscal Year 2019-20	Date:	6/11/2019

OBJECTIVE

For the City Council to adopt the Paramedic Tax Override Rate Ordinance for Fiscal Year 2019-20.

BACKGROUND

In June 1974, Garden Grove voters approved a property tax increase (override) to pay for emergency paramedic services. The approved ballot measure established a property tax specifically to pay for a "mobile intensive care program ... whether the unit or units were provided by the City of Garden Grove or on a regional basis which could accomplish the same level of medical care" in an amount not to exceed 10 cents per \$100 of assessed valuation.

City Council Resolution No. 4547-74, which authorized the ballot measure, stated the specific purpose for which the property tax was imposed; namely, to provide for (1) an emergency medical care system with a response time of five minutes; (2) to pay salaries; and (3) to purchase and maintain vehicles, radio, telemetry and intensive care equipment, and all necessary supplies.

In June 2017, the City Council set the tax at 8 cents (\$0.08) per one hundred (\$100) of assessed valuation.

DISCUSSION

In order to maintain and pay for the paramedic emergency medical care services, it is necessary to continue to generate revenue through the use of an ad valorem tax override on the taxable property within the City of Garden Grove. The proposed rate is unchanged from last year.

FINANCIAL IMPACT

The tax override as approved by the City Council is 8 cents per one hundred dollars of assessed valuation. This will raise approximately \$10.9 million, which will be used to pay for emergency medical services.

RECOMMENDATION

It is recommended that the City Council:

- Introduce and conduct the first reading of the attached Ordinance authorizing a property tax override of 8 cents per \$100 of assessed value for Fiscal Year 2019-20 paramedic program.

ATTACHMENTS:

Description	Upload Date	Type	File Name
CC Ordinance	6/6/2019	Ordinance	6-11-19_cc_Establishing_Paramedic_Services-FY_2019-20_CA_Rev_CLEAN.pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ESTABLISHING THE AMOUNT OF MONEY FOR PARAMEDIC SERVICES THAT MUST BE
RAISED BY AN AD VALOREM TAX OVERRIDE AND THE SETTING OF THE TAX RATE
OF SAID OVERRIDE

City Attorney's Summary

City Council Resolution No. 4547-74 submitted to the voters for approval an ad valorem tax for paramedic services in an amount not to exceed 10¢ per \$100 of assessed valuation. The measure was approved by the voters in June 1974. State law requires that the City Council set the annual levy of the tax by ordinance or resolution. This Ordinance sets the levy of the tax at 8¢ per \$100 of assessed valuation for FY 2019-2020.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE DOES ORDAIN AS
FOLLOWS:

SECTION 1: In June 1974, over sixty percent (60%) of the Garden Grove voters approved an ad valorem tax override to provide emergency medical care service (Paramedic Services) to the community, whether it be provided by the City of Garden Grove or on a regional basis, and thereby incurring a debt consisting of personnel and equipment and contractual payment obligations for the provision of Paramedic Services.

SECTION 2: Property taxes for indebtedness approved by the voters prior to July 1, 1978, are authorized pursuant to Section 93 of the Revenue and Taxation Code.

SECTION 3: The City Council of the City of Garden Grove hereby declares it is necessary to raise an estimated \$10,900,000 through the use of the ad valorem tax override on the taxable property within the City of Garden Grove to maintain and pay for the emergency medical care services. Such indebtedness to be paid includes personnel salaries, training costs, equipment, maintenance of all equipment, and contractual obligations for the provision of paramedic services to the community.

SECTION 4: The tax rate for the authorized ad valorem tax override as approved by voters of all assessable real and personal property for the Fiscal Year 2019-2020 shall be 8.0 cents (\$.080) per one-hundred dollars (\$100) of assessed valuation, using as a basis the value of the property as assessed and equalized by the County of Orange, State of California, and shown on the 2019-2020 assessment roll of said county.

SECTION 5: This Ordinance shall exclude from Section 4 annexations of assessable, real and personal property to the City of Garden Grove after July 1, 1978, indicated by the listing on the attached document designated Exhibit "A".

SECTION 6: Severability. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words, or portions thereof be declared invalid or unconstitutional.

SECTION 7: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law.

EXHIBIT "A"

Listed Annexations Finalized After July 1, 1978 and
Not Subject to Paramedic Tax Override

Annexation No./ Reorganization No.	City Resolution Number	Date Completed
1-78	5573-78	August 8, 1978
2-78	5634-78	October 24, 1978
3-78	5637-78	November 28, 1978
4-78	5670-78	November 30, 1978
5-78	5671-78	November 30, 1978
7-78	5731-79	March 30, 1979
1-79	5813-79	July 30, 1979
141	7875-96	May 29, 1996

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of a Cooperative Agreement with the Garden Grove Unified School District to establish an enhanced School Resource Officer partnership program. (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

To seek City Council approval to enter into a Cooperative Agreement with the Garden Grove Unified School District (GGUSD) to establish an enhanced and innovative School Resource Officer partnership program.

BACKGROUND

The existing School Resource Officer (SRO) program was comprised of four special officers funded by the City of Garden Grove. Special officers are not full-time sworn police officers, they are the equivalent of reserve police officers. With the recent retirement of two special officers, there are currently two special officers remaining on the program. On a daily basis, the four special officers provided police services to approximately 20,000 students in the City. The SRO program is responsible for safety and crime prevention in the Garden Grove Unified School District (GGUSD). Beyond law enforcement, SRO's also serve as educators, emergency managers, and informal counselors.

DISCUSSION

Moving forward, the Police Department's vision for the SRO program is that it be comprised of five full-time sworn police officers and a sergeant, who would collaborate and work closely with the GGUSD administration. The enhanced SRO unit would become a specialty unit that would require a testing process to select the right officers for the program. The testing process would include a review of the officer's experience, education, technical competence, performance record, as well as an oral interview. A member of the Garden Grove Unified School District would assist in rating the officers during the testing process.

Officers that are assigned to the new enhanced School Resource Officer program would be allowed to work in the unit for a total of three to five years. A benefit of having this mandatory rotation is that it minimizes employee fatigue and it ensures that the unit is made up of officers who are energetic, passionate, and skilled in working with students, school administration, and the community.

The SROs would be more than just a law enforcement presence on campus. The expectation is that they would also provide classroom instruction on law enforcement and safety related materials. They would assist school leaders in developing and practicing emergency disaster protocols. The SROs would serve as a role model to students and build positive relationships with GGUSD staff and community members. This would be accomplished by the SRO being more visible on campus and therefore being more accessible to the students and staff. The SROs would continue their monthly meetings with the intermediate and high school principals to discuss gang and graffiti issues, as well as any other law enforcement concerns.

The success of this program will be accomplished by having a partnership between the Garden Grove Police Department and the Garden Grove Unified School District. Regular meetings between police department personnel and GGUSD will take place in order to determine the roles, responsibilities, and expectations for the program.

As of this date, the annual cost for one full-time police officer is \$230,837 (salary and benefits). The annual cost for one full-time police sergeant is \$283,000 (salary and benefits). The Garden Grove Police Department is proposing that the City cover the costs of one police sergeant and two police officers. GGUSD has agreed to cover the cost for one full-time police officer in FY 2019-20 (July 1-June 30), which will enable the program to start with three SRO's and one sergeant during the 2019-2020 school year. GGUSD has also agreed to cover the cost for an additional full-time police officer in FY 2020-21 (for a total of two SRO's funded by GGUSD) and potentially a third full-time police officer in FY 2021-22 (for a total of three SRO's funded by GGUSD).

FINANCIAL IMPACT

The GGUSD will cover the cost of one full-time police officer for Fiscal Year 2019-20 (\$230,837 as of the date of this Cooperative Agreement), and the cost of two full-time police officers in Fiscal Year 2020-21 (for a total of two SRO's funded by GGUSD). GGUSD will reassess the program and potentially cover the cost of three full-time police officers in Fiscal Year 2021-22 (for a total of three SRO's funded by GGUSD). The City's cost related to the program has been included in the proposed biennial budget for FY 2019-20 and FY 2020-21. The GGUSD will reimburse the City for their share of the program costs.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Cooperative Agreement with the Garden Grove Unified School District (GGUSD) to establish an enhanced School Resource Officer Program and provide five full-time police officers and a sergeant to service five high schools and seven intermediate schools of the GGUSD in Garden Grove, from July 1, 2019 to June

30, 2022, with the option for additional biennial terms starting July 1, 2022;
and

- Authorize the City Manager to execute the Cooperative Agreement on behalf of the City, and make minor modifications as appropriate thereto.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Cooperative Agreement with GGUSD	6/3/2019	Agreement	6-11-19_SRO_Cooperative_Agreement_2019_(final_version).pdf

COOPERATIVE AGREEMENT FOR SCHOOL RESOURCE OFFICER PROGRAM

THIS AGREEMENT, made and entered into this ____ day of _____, 2019, by and between the CITY OF GARDEN GROVE (hereinafter referred to as "CITY") and the GARDEN GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as "GGUSD"), CITY and GGUSD are referred to herein as the PARTIES, whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for CITY to provide GGUSD with full-time police officers to establish a School Resource Officer Program at the five high schools and seven intermediate schools of the GGUSD located within the CITY. Hare High School and Lincoln Education Center are excluded from this Agreement.

SECTION II: SCHOOL RESOURCE OFFICER PROGRAM

- A. School Resource Safety Officers. CITY will designate a special unit of officers within the Garden Grove Police Department (GGPD) consisting of full-time sworn police officers specially trained and selected to provide school resource officer (SRO) services as follows:
1. The SROs will provide safety and crime prevention at GGUSD participating schools. SROs will be a visible, active law enforcement figure on campus dealing with law enforcement matters originating on the assigned campus.
 2. The SROs will provide classroom education on the topic of law enforcement and safety using GGPD and GGUSD approved materials.
 3. The SROs will be a resource for students, enabling students to be associated with a law enforcement figure and having a role model in the students' environment.
 4. The SROs will hold monthly meetings with intermediate and high school principals to discuss gang and graffiti issues, as well as any other law enforcement concerns.
 5. The SROs will assist school administrators in developing and practicing emergency disaster protocols and procedures.
 6. The SROs will work closely with the Boys and Girls Club of Garden Grove to provide youth diversion and counseling services through their Family Youth Outreach Program (FYOP). The FYOP provides mental health counseling, crisis intervention, educational courses, support for families,

and guidance for youths who demonstrate risk factors that may lead to juvenile criminal behavior. SROs routinely speak at the marijuana support class and in other FYOP sessions. FYOP services are offered in English, Spanish, and Vietnamese to reach the majority of students in the GGUSD.

7. The SRO program will employ up to five full-time police officers and one sergeant to effectively provide a presence at the five high schools and seven intermediate schools in the program. Initial staffing will be based on the level of funding provided by the Parties as described below.

B. SRO deployment.

1. The SROs shall remain subject to the administration, supervision and control of the GGPd.
2. The SROs shall be subject to all personnel policies and practices of the GGPd except as such policies or practices may be modified by the terms and conditions of this Agreement.
3. The GGPd, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
4. Officers appointed to the SRO unit will go through a training and testing process to be selected into the unit. The testing process will include a review of the officer's experience, education, technical competence, performance record, as well as an oral interview. One member of the GGUSD appointed by the superintendent will participate with the command staff of the GGPd in rating officers during the testing process. Recommendations for the SRO positions will be made to the Chief of Police who shall assign such officers. The Chief of Police will have ultimate decision and control over the deployment of SROs depending on the need for effective program deployment.
5. If a principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school.

C. Confidential Information. SROs may have access to confidential school and student records only to the extent permitted by law. Release of confidential information to SROs shall not be deemed a public disclosure and the information shall be kept confidential to the maximum extent permitted by law.

D. Independent Contractor. In the performance of all services and obligations under this Agreement, all Parties shall act as independent agents. The Parties, and each of their respective officers and employees, shall not be considered as an employee or agent of any other party to this Agreement.

SECTION III: PAYMENT AND ALLOCATION OF COSTS FOR SERVICES

A. CITY will initially cover the costs of one police sergeant and two police officers. As of the date of this Agreement, the annual cost of one full-time police officer is \$230,837 (salary and benefits). The annual cost of one full-time sergeant is \$283,000 (salary and benefits).

B. GGUSD will cover the cost of one full-time police officer in FY 2019-20 (July 1-June 30). This will enable the program to start with three SROs and one sergeant during the 2019-20 school year.

C. GGUSD will cover the cost of two full-time police officers in FY 2020-21 (for a total of two SROs funded by GGUSD).

D. GGUSD will reassess the program and potentially cover the cost of three full-time police officers in FY 2021-22 (for a total of three SROs funded by GGUSD).

E. Nothing in this Agreement shall alter or amend or be construed to alter or amend any collective bargaining agreement or memorandum of understanding between CITY or any of the GGUSD and their respective employees.

SECTION IV: INITIAL TERM AND RENEWAL

The term of this Agreement shall be from July 1, 2019, to June 30, 2022. The PARTIES may extend this Agreement for additional biennial terms commencing July 1, 2022.

SECTION V: TERMINATION

Either of the PARTIES may terminate this agreement for convenience upon giving one hundred eighty days' notice to the other.

SECTION VI: INDEMNIFICATION

Each party to this Agreement hereby assumes any and all risks for personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. Each party warrants that it has adequate Worker's Compensation Insurance and liability insurance for its own employees. Each party agrees to indemnify and hold each of the other party harmless from any obligations, costs, claims, judgments, attorney fees, and/or attachments in any way connected with the party's own acts or omissions and that of their respective officers and employees.

SECTION VII: DISPUTES

CITY and GGUSD appoint their respective City Manager and Superintendent as "Contract Administrator" who shall be available for contract resolution or policy

intervention when a situation exists under this Agreement in which a decision to serve the interest CITY conflicts or has the potential to conflict with GGUSD' interests or policies. Within three days of making such a determination that an actual or potential conflict exists, the Contract Administrators shall meet and confer with each other. Any dispute concerning a question of fact arising under the terms of this Agreement that is not resolved within ten days of the Administrator's meet and confer will be subject to arbitration before a mutually agreed to arbitrator. Each party shall bear the cost of arbitration divided amongst the PARTIES equally. If arbitration fails to resolve said dispute or any portion thereof, the venue for litigation as to that dispute will be the County of Orange.

SECTION VIII: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when confirmed received by electronic mail, or within 72 hours of it having been deposited in the United States mail and addressed to:

CITY OF GARDEN GROVE Attn.: City Manager 11222 Acacia Parkway Garden Grove, CA 92840 Email: sstiles@ggcity.org	GGUSD Attn.: Superintendent 10331 Stanford Avenue Garden Grove, CA 92840 Email: gmafi@ggusd.us
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Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION IX: BUDGET CONTINGENCY

It is mutually agreed that if each party to this Agreement does not appropriate sufficient funds in the current fiscal year or any subsequent year covered under this Agreement, this agreement shall be of no further force and effect. In this event, no party shall have any liability to perform any provisions of this Agreement except that the PARTIES shall remain responsible for payment for services rendered.

SECTION X: NO THIRD-PARTY BENEFICIARY

Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

SECTION XI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of SRO services. It may be amended or modified upon the mutual written consent of the parties hereto.

SECTION XII: COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles,
City Manager

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Dated: _____

**GARDEN GROVE UNIFIED
SCHOOL DISTRICT**

By: _____
Gabriela Mafi, Ed.D
Superintendent

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to West Yost Associates for professional engineering services to prepare the 2019 Water Master Plan Update. (Cost: \$1,019,287) (<i>Action Item</i>)		
		Date:	6/11/2019

OBJECTIVE

For the City Council to award a contract to West Yost for professional engineering services for the preparation of the 2019 Water Master Plan Update.

BACKGROUND

The last Water Master Plan (WMP) was completed in 2008. Many of the priorities that included fire flow deficiency pipeline improvements, service replacements, valve replacements, well site redevelopment projects, facility rehabilitation and improvement projects that were recommended in the 2008 WMP have been completed. Some of the projects that were identified in the 2008 WMP are in construction this fiscal year. It is industry standard to update the WMP every five to ten years to ensure that water systems continue to provide adequate service to customers, meet the latest regulatory requirements, and accommodate any factors and events within last ten years that may impact water systems.

A primary focus of the 2019 WMP will be to re-evaluate and update fire flow availability and requirements. Since 2008, the Garden Grove Unified School District has modernized schools to convert all fire protection to a sprinkler system. This requires proper assessment and re-establishment of fire flow requirements throughout the City.

Another focus of the master plan will be addressing the newly adopted regulations that affect water system planning. The America's Water Infrastructure Act of 2018 requires communities to assess risk to and resilience of their water systems to malevolent acts or natural hazards. The required assessments need to be done by March 2020. The 2019 WMP will also address replacement of the City's aging infrastructure. The majority of the water distribution system is made up of asbestos cement pipes that are over 50 years old. This requires proactive attention, evaluation, and prioritization for replacement based on their life span to minimize

main pipe breaks.

In addition, this master plan update will include hydraulic model update, booster pump stations & facilities assessment, SCADA assessment, Asset Management Plan, and other necessary assessments and evaluations of the water system. The 2019 WMP will provide a road map to guide expenditures to address the City's highest priority needs.

DISCUSSION

Staff requested proposals from five (5) firms to provide professional engineering services. A panel of three members rated the submitted proposals on the basis of qualifications without considering cost. The following is a summary of the proposal ratings:

	Black & Veatch	HDR	Michael Baker	West Yost	Woodard & Curran
Rater A	143.5	150.0	140.0	151.0	145.0
Rater B	162.0	167.0	142.5	167.0	161.5
Rater C	171.25	174.25	168.5	173.25	170.25
Totals	476.75	491.25	451.0	491.25	476.75

Based on evaluation results, West Yost Associates and HDR were rated as the top two firms with ratings that were equally high in qualifications and ability to provide professional engineering services for this project. Staff invited both firms to interview for final selection. Based on the evaluation and ratings of their presentation and answers to questions provided at the interview, staff is recommending West Yost Associates for this project.

FINANCIAL IMPACT

The cost of this project is \$1,019,287 and will be financed with Water funds within the current FY 2018-19 budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to West Yost Associates for the professional engineering services for the 2019 Water Master Plan Update, in the amount of \$1,019,287; and
- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

By: Rebecca Li, Sr. Civil Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Professional Services Agreement	5/22/2019	Agreement	ConsltAgmt-City_WestYost_Attorney_Firm_Signature.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 11 day of June, 2019, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and West Yost Associates, a California Corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for Professional Engineering Services for the preparation of the City of Garden Grove's 2019 Water Master Plan Update (the "Project");

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit "A", attached hereto and by reference made a part of this Agreement (hereinafter the "Services"). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant represents that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed \$1,019,287.

C. Monthly Payment

1. City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

IV. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

V. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, procurement costs of the same or similar services defaulted by Consultant under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set

forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. City will deal directly with and will make all payments to Consultant as provided for in Section III.

IX. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

X. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

XI. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City of Garden Grove and/or its respective councilmembers, officers, officials, employees, agents, and volunteers. The insurance shall name the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per claim or per occurrence and Two Million Dollars (\$2,000,000.00) aggregate, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the

prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City of Garden Grove, its respective councilmembers, officers, officials, agents, employees, and volunteers.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

2. Automobile Liability:

\$1,000,000 per accident for bodily injury combined single limit. **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

3. **Employer Liability:**

\$1,000,000 per accident for bodily injury or disease. (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Garden Grove, and its councilmembers, officials, officers, employees, agents and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the Risk Manager.

D. **Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities and work performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; and automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City of Garden Grove and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

E. Verification of Coverage

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences.

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

XII. INDEMNITY

A. Indemnification

To the fullest extent permitted by law including California Civil Code 2782.8, Consultant shall indemnify, protect and hold harmless the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which to the extent Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions

of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

XIII. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such applicable laws and regulations. The City of Garden Grove and its respective councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees,

costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XVIII. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

XIX. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City: City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843
Attention: Project Engineer

To Consultant: West Yost Associates_____
2185 North California Blvd.,_____
Suite 315_____
Attention: Charles Duncan_____

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if

any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City or City of Garden Grove shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

West Yost Associates

By: 

Name: Charles Duncan

Title: President & CEO

By: 

Name: Jeffrey D. Pelz

Title: Chairman of the Board

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

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: 

City of Garden Grove
City Attorney

EXHIBIT A

SCOPE OF SERVICES

Exhibit A. Scope of Work

The scope of work for the 2019 Water Master Plan Update includes the following tasks:

- Task 1. Project Management
- Task 2. Data Collection
- Task 3. Water Demand Projections
- Task 4. Water Supply and Storage
- Task 5. Update Hydraulic Model
- Task 6. System Analysis
- Task 7. CIP Development
- Task 8. Water Master Plan Report
- Task 9. Water Facilities Assessment (Optional)
- Task 10. SCADA Evaluation (Optional)
- Task 11. Asset Management Plan (Optional)
- Task 12. Risk and Resilience Assessment (Optional)

Each task includes the task objective, the work subtasks, task assumptions and task deliverables.

Task 1. Project Management

Objective: Manage staff work efforts to provide high quality work products and timely service.

Task 1.1 Project Schedule and Monthly Progress Reports

Submit an initial schedule with pertinent milestones for the major tasks involved in the Project. Update schedule monthly, or more often, as required. Submit Monthly Project Progress Reports that provide a summary of the project's progress for the most recent calendar month and include the following as a minimum: summary of work completed by task, list of proposed activities for the upcoming month, list of pending information needed to support the planned activities for the upcoming month, list of out of scope items, percent complete/budget status summary, and an updated project schedule showing work completed through the reporting period and any revisions to the overall project schedule.

Task 1.2 Project Kickoff Meeting

Coordinate and attend a Project Kick off meeting with City staff, with Project Manager, Project Engineer and other key staff. Prepare and submit an agenda one week in advance of the meeting. Use a sign-in sheet to record attendance at the meeting. Within one week after the meeting, provide Meeting Minutes to the City.

Task 1.3 Monthly Progress Meetings

Meet monthly with the City during the Project. Assign appropriate engineering specialty staff or principals or arrange for appropriate subcontractors to accompany the Project Manager, to attend meetings with the City. Prepare and submit a meeting agenda to the City at least one week in advance of the meeting. Within one week after the meeting, provide meeting minutes to the City for review.

Task 1.4 Bi-Weekly Project Updates

Provide bi-weekly updates via email that summarize work progress, list critical data collection items needed to support the ongoing work, identify items impacting the project schedule and any other relevant project issues. Review updates in bi-weekly check-in conference calls between City Project Manager, West Yost Project Manager, and Project Engineer.

Task 1.5 Quality Control

Provide internal QA/QC of all submittals prior to submitting to the City. QA/QC is budgeted in technical tasks.

Task 1.6 Project Coordination/Communication

Set up a web-based collaborative Sharepoint site for team members to access project data, project meeting agendas, minutes, and project deliverables. Conduct internal kickoff to coordinate amongst teams.

TASK 1 DELIVERABLES:

- Meeting agendas and minutes
- Monthly progress reports
- Monthly invoices and project schedules
- Workshop presentation materials
- Bi-weekly e-mail project updates and conference call check-in notes

TASK 1 ASSUMPTIONS:

- Assumed total project duration of thirteen months

Task 2. Data Collection

Objective: Collect, catalog and document data used in the Master Plan Analysis

Task 2.1 Collect and Review Data

The data collection effort will include, but not be limited to, the following:

- As-Built drawings, records, and project files
- Historical annual water production and water use, consolidated by billing class, for 2013 through 2018
- Currently planned or designed capital improvement projects
- Customer water use data by account and service address for a three- to five-year period to be determined in consultation with the City
- Usable reservoir capacities based on the City's latest production and operational records

Prepare and maintain a list of items requested, the person responsible to collect the information, when it is needed by, and when it was provided. Prioritize the Data Collection List to identify those items needed immediately versus items that will be needed later.

Task 2.2 Informational Interviews

Gather information from informational interviews, including:

- Interviewing staff - engineering, field and operational personnel to understand current system constraints/issues, areas of focus for the analysis. Staff interviews will be paired with the Project Kickoff meeting, either as part of the meeting, or a separate meeting on the same day
- Gathering information from other departments, agencies and companies (i.e. Garden Grove Fire Department for the latest fire flow requirement)

Task 2.3 Prepare Draft Chapters

Prepare draft chapter describing the existing distribution system, including pressure zones, system supplies, key facilities (pump stations, reservoirs), and pipeline statistics. Prepare draft chapter summarizing references. Update the references chapter, as information is gathered during the project.

TASK 2 DELIVERABLES

- Weekly updates of the data collection list
- Draft Existing System chapter (5 hard copies, 1 electronic copy)
- Revised Existing System chapter in tracked changes, incorporating City comments (1 electronic copy)

TASK 2 ASSUMPTIONS

- City to provide single consolidated set of comments on draft chapter

Task 3. Water Demands

Objective: Develop demand projections based on the latest General Plan and Specific Plan land use, population and employment information for the City service area and bracket the range of anticipated demand conditions for the planning horizon.

Task 3.1 Summarize Historical Water Usage

Summarize the City's historical water production and consumption. Summarize seasonal water usage patterns. Identify large water users. Derive peaking factors and 24-hour diurnal demand curves of the existing water system (diurnal curves budgeted in Task 5).

Task 3.2 Meet with City Planning Division

Meet with the City's Planning Division staff to obtain and review available growth projection information, including General Plan and Specific Plan land use plans, re-development areas, existing and forecasted population and employment for the City, and estimated timing for future development.

Task 3.3 Develop Unit Use Factors

Review the previously established water demand factors and update using historical billing data and land use planning data to allow forecasting of future water usage and modeling of the system.

Task 3.4 Prepare Water Demand Projections

Develop land use-based projections and compare and validate with population-based projections. Work with the City to select the most appropriate demand projections for integration into the Water Master Plan. Use projected water demands, as reviewed and agreed to by the City, in the hydraulic model update and development of the recommended Capital Improvement Plan. Relate projected potable water demand to growth in equivalent dwelling units.

Task 3.5 Water Demand Projection Sensitivity

Evaluate sensitivity of projected water use to different water conservation goals, including currently adopted SB x7-7 per capita water use targets, already established indoor use targets from SB 606 and AB 1668 and possible outdoor targets based on 2015 Model Water Efficient Landscape Ordinance updates.

Task 3.6 Prepare Draft Chapter

Prepare draft chapter summarizing results of the demand analysis, including tabulations of existing and future water demands and peaking factors in tabular and graphical formats.

TASK 3 DELIVERABLES

- Draft Water Demand chapter (5 hard copies, 1 electronic copy)
- Revised Water Demand chapter in tracked changes, incorporating City comments (1 electronic copy)

TASK 3 ASSUMPTIONS

- The approach relies on available information from the City Planning Division regarding timing of type of future development plans within the City service area
- The City will provide available monthly production and metered water use, consolidated by billing

class (2013 through 2018), detailed consumption records for the last three years (2016 through 2018), or other three-year period selected in consultation with the City

- City to provide single consolidated set of comments on draft chapter

Task 4. Water Supply Evaluation

Objective: Verify the adequacy of existing sources to meet current and buildout demands.

Task 4.1 Current and Future Supplies

Summarize existing supply sources, including supply capacities and reliability. Summarize normal year and dry-year supply reliability, using information from the City's and MWDOC's 2015 Urban Water Management Plans. Verify the adequacy of the existing sources to meet current system water demands as well as the build-out demands as developed in Task 3.

Task 4.2 Emergency Supply Capabilities

Summarize the City's existing emergency supply capability, including emergency power generators, emergency pumps, supply redundancy, and inter-ties with adjacent cities and water agencies. Work with City staff to define emergencies to be evaluated, such as MWD outages and duration, local power outage, etc. Prepare mass balance analysis to evaluate the adequacy of supplies to meet different emergency conditions. Identify improvements needed to meet emergency scenarios.

Task 4.3 Prepare Draft Chapter

Prepare draft chapter summarizing current and future supply capacity and reliability to meet demands during normal operations and emergencies.

TASK 4 DELIVERABLES

- Draft Water Supply chapter (5 hard copies, 1 electronic copy).
- Revised Water Supply report chapter in tracked changes, incorporating City comments (1 electronic copy).

TASK 4 ASSUMPTIONS

- City to provide up-to-date information on supply capacities and emergency supply capabilities.
- Reliability evaluation to be based on 2015 UWMP documents or more recent analysis, if available.
- City to provide single consolidated set of comments on draft chapter.

Task 5. Update Hydraulic Model

Objective: Update the hydraulic model to accurately depict system operations and use meaningful naming conventions for model queries, query sets, datasets and scenarios

Task 5.1 Model Update

Convert the existing model to the InfoWater platform. Use the data collected to update the hydraulic model to fully represent the City's water distribution system. Evaluate and suggest additional changes to the model if necessary to help better represent the City's water distribution system. The model update shall include, but not be limited to, the following:

- Update demand nodes with the latest demand projections including new peaking factors that were developed
- Identify and specify input for all large water users (7 gpm or 5,000 ccf/yr, or larger)
- Update fire flow requirements and input fire flow demands by land use, based on City, fire department, Insurance Service Office (ISO), or others if required by the City of Garden Grove Fire Department
- Update facility sites with latest pump data and controls to represent the City's normal operation. Currently, the steady state scenario that is being used by the City models the facility sites using flow control valves only

- Review facility as-builts and update facilities piping, as needed
- Remove unused data sets
- Update queries, query sets, data sets, and scenarios, as needed, with meaningful naming conventions for the ease of use by the City
- Use Facility Manager with specialized queries to select facilities to activate for each scenario based on values in several fields including Year Installed and Year Retired
- Use West Yost's hydrant database to review/update preliminary pipeline C-values, as needed
- Update well and booster pump station pump curves, as needed, using operational data from SCADA (pump flow, suction pressure (or pumping groundwater level), and discharge pressure, and SCE pump testing data, if available.
- Develop diurnal curves for maximum day and average day scenarios

Task 5.2 Model Static Calibration

Prepare a draft calibration plan for hydrant testing and submit to the City for review. Identify the locations for fire flow necessary to accurately calibrate the model. Coordinate with the City to conduct the calibration testing.

Develop computer model simulations or scenarios for each of the fire flow calibration tests. Model results from the calibration simulations shall be compared with the field data and measured against the calibration criteria. Comparisons that fall outside the established criteria shall be identified and adjustments and/or corrections to the model shall be made until satisfactory results are obtained. Model deviation shall not be more than 5 to 10 percent, or 10 psi, than the field data.

Task 5.3 Model Extended Period Simulation Calibration

Summarize extended period simulation (EPS) calibration criteria for review with the City. Develop diurnal curves for the EPS calibration day. Perform 24-hour EPS calibration of the model, comparing modeling results to SCADA data, making adjustments, as needed to obtain satisfactory results. Budgeting includes one calibration for system operations during peak summer conditions.

Task 5.4 Prepare Model Update Report Appendix

Prepare draft writeup summarizing model update, static and extended period simulation calibrations for City review. Writeup to be prepared as a report appendix.

Task 5.5 Model Training

Provide one-day (4 to 6 hour) training of the updated model to the City.

Task 5.6 Model Technical Support

Provide technical support to the City for troubleshooting run errors, setting up new run scenarios for one year after acceptance of the final model. Budgeting assumes 8 hours per month for technical support.

TASK 5 DELIVERABLES

- Draft static calibration plan for City review and acceptance
- EPS calibration criteria for City review and acceptance
- Report appendix summarizing model setup, basis of input data, assumptions, and calibration efforts (5 hard copies, one electronic copy)
- Electronic model files
- Training handouts

TASK 5 ASSUMPTIONS

- The pipeline network will only require updating at facilities
- Hydrant testing over a two-day period, conducting approximately 16 tests
- City personnel will assist in performing the flow tests, and have overall responsibility for operating/closing valves, de-chlorinating flow, conducting traffic control during the tests and obtaining

any necessary permits

- City to provide SCADA data for static and EPS calibrations
- City to provide InfoWater license(s) for training attendees
- City to provide single consolidated set of comments on draft appendix

Task 6 System Analysis

Objective: Evaluate the existing and future system under a variety of demand scenarios to identify system deficiencies and propose system improvements.

Task 6.1 Establish Water System Performance Criteria

Develop water system performance criteria to be used to identify system deficiencies. Base criteria for determining system deficiencies and sizing improvements for the water system on the City's previous master plan. Expected criteria include maximum allowable velocities and head loss; minimum storage volumes for operational, fire and emergency storage; firm pumping capacity; and minimum and maximum pressures under different demand conditions. Summarize fire flow demands collected in Task 1.

Task 6.2 Existing System Analysis

Evaluate the distribution system under existing demand conditions. Evaluate pump station and storage requirements, comparing pump station and storage sizing with Water Master Plan criteria to verify the adequacy of existing facilities. Use the hydraulic model to assess system hydraulic performance for the following demand conditions/scenarios, comparing system performance with Water Master Plan criteria:

- Fire Flow Availability: Maximum day demand plus fire flow (static simulation) to evaluate system-wide fire flow capabilities
- Normal Operations: Maximum day demand extended period simulation to evaluate system performance
- Emergency Operations: Average day demand (or other selected demand condition) to evaluate various outage scenarios. Budgeting assumes up to six scenarios, to be developed based on review of previous master plan, and consultation with the City
- Identify deficiencies and recommended improvements based on the analysis

Task 6.3 Future System Analysis

Update the model to include future demands, as identified in Task 3, and improvements identified in Existing System Analysis. Use the hydraulic model to assess system hydraulic performance for the same scenarios as for the Existing System Analysis. Identify any additional improvements needed to meet buildout demand conditions.

Task 6.4 Prepare Draft Chapters

Prepare draft report chapters summarizing criteria to be used for the analysis, and existing and buildout system evaluations.

TASK 6 DELIVERABLES

- System Planning Criteria chapter (5 hard copies, 1 electronic copy).
- Existing and Future System Analysis chapter (5 hard copies, 1 electronic copy).
- Revised chapters in tracked changes, incorporating City comments (1 electronic copy)

TASK 6 ASSUMPTIONS

- City to provide single consolidated set of comments on draft chapters

Task 7. Capital Improvement Program

Objective: Prepare prioritized Capital Improvement Program that has flexibility for the City to adapt to available funding.

Task 7.1 CIP Cost Basis

Summarize the cost estimating methodology and conceptual-level unit costs to be used for the analysis. Identify the construction contingencies, implementation multipliers and cost basis (Engineering News Record Construction Cost Index) to be used for costs. Provide narrative writeup to be included in the Water Master Plan as an appendix.

Task 7.2 CIP Development

Establish a 5-year, 10-year, 15-year, and 20-year Water Capital Improvement Program (CIP). Include in the CIP improvements required for the City's water system to meet all of the established performance criteria. Include in the CIP pipeline replacements based on their life span.

Provide ranking, phasing, and cost estimates for all the required improvements. Include site acquisition, engineering, construction, and other contingencies in all cost estimates. Include a table listing of CIP projects by project ID, project type, pipe diameter, pipe length, unit cost, total cost, and other pertinent information in the CIP.

Task 7.3 Prepare Draft Chapter

Prepare draft report chapter that summarizes the capital improvement program, including CIP summary table, discussion of ranking procedure and criteria, and phasing requirements for improvements. Draft chapter to be submitted as part of the draft Water Master Plan Report

TASK 7 DELIVERABLES

- Draft Appendix summarizing cost estimating basis (5 hard copies, 1 electronic copy)
- Draft CIP chapter (in Draft Water Master Plan Report)

TASK 7 ASSUMPTIONS

- City to provide single consolidated set of comments on draft appendix and draft CIP chapter

Task 8. Prepare Water Master Plan Report

Objective: Document the evaluations conducted in the previous tasks and prepare a draft and final Master Plan Report.

Task 8.1 Water Master Plan Report Outline

Prepare outline of draft water master plan report.

Task 8.2 Draft Water Master Plan Report

Make any necessary updates in the tracked changes versions of individual report chapters and compile into a draft Master Plan Report. Hold review meeting with City to receive comments on the draft report.

Task 8.3 Screen Check Final Report

Prepare screen-check final report, incorporating comments from City review of the draft report.

TASK 8 DELIVERABLES

- Report Outline, 5 hard copies, one electronic copy
- Draft Water Master Plan Report, 10 hard copies
- Screen Check Final Report, one electronic copy
- Final Report, 15 hard copies and 2 electronic copies

TASK 8 ASSUMPTIONS

- City to provide single consolidated set of comments on draft report, and screen check final report

Task 9. Water Facilities Assessment (Optional)

Objective: Prepare a comprehensive evaluation of the City's vertical assets to identify improvements required to maintain or improve the assets.

Task 9.1 Data Review and Preparation

Review available information for each facility, including site layout, geotechnical report(s), survey information, and design drawings and specifications to determine the design criteria and standards used to design each facility. Compare this information with current design standards to ascertain potential deficiencies, mostly related to seismic and building codes. Use this information to pre-populate condition evaluation forms to streamline the on-site evaluations.

Task 9.2 Workshop and Site Visits

Upon completion of the review of available information, meet with City staff, including engineering, operations, and maintenance, at City offices to review each facility. This meeting is vital to determine any ongoing operational and maintenance issues, and to determine possible improvements City staff would like to implement to improve safety, accessibility, operations, and maintenance. At the conclusion of this meeting, visit each site for an investigation. Attention will be given to the condition of the various components in each facility including, but not limited to, the items listed in the table to the right, as appropriate. As part of the site assessment and follow up research, review the consequence and likelihood of failure to establish facility criticality.

Task 9.3 Prepare Condition Assessment

Report

Prepare a Draft Report summarizing evaluation, findings and recommendations. Include all recommended improvements identified by the condition assessment. Use the results from analyses and evaluations conducted as part of other Water Master Plan tasks to prioritize the recommended rehabilitation/replacement improvements. Integrate the prioritized rehab/replacement plan into the CIP developed

The condition assessment will focus the investigations and evaluations on the well equipment and above-ground facilities as are easily visible from the surface.

MECHANICAL (ALL EQUIPMENT AND PIPING)

- Valves (air relief valves, gate valves, butterfly valves, etc.)
- Hydro-pneumatic tanks (where applicable)
- Compressors (where applicable)
- Piping
- Pump control valves
- Gauges
- Freeze protection
- Painting/protective coatings
- Venting (louvers)
- Heating and Air Conditioning

ELECTRICAL AND INSTRUMENTATION

- Motors and Engines
- VSDs
- Motorized Actuators
- Conduits
- Flow meters
- Lighting
- Generator (emergency power)
- Telemetry or SCADA
- Alarm switches

STRUCTURAL

- Roof
- Pump/piping supports and electrical pedestals
- Access hatches (equipment removal)
- Painting/protective coatings
- Motion sensors

GENERAL SITE

- Egress and ingress
- Drainage
- Pavement
- Noise audit/monitoring (if located in residential area – nuisance concern)
- Security
- Video surveillance

As a part of Task 7.

Submit the Draft Report to the City for review and meet with City staff, with Task Lead in attendance, and supporting members participating by phone, as needed, to discuss and incorporate review comments on the draft.

Upon receipt of the City's review comments, prepare and submit the Final Report.

TASK 9 DELIVERABLES

- Workshop notes
- Draft Condition Assessment forms and report (5 hard copies, 1 electronic copy)
- Final Condition Assessment forms and report, incorporating City comments, included as a Master Plan appendix

TASK 9 ASSUMPTIONS

- Assessment shall be done for each of the 13 well sites and the five pump station sites
- Evaluations do not include the below ground structures of the water supply wells or piping

Task 10. SCADA Evaluation (Optional)

Objective: Provide a practical and implementable SCADA Master Plan that incorporates industry cybersecurity best practices.

Complete a comprehensive evaluation of the City's existing SCADA system as part of this Project. It is the City's desire to modernize the SCADA system for its water facilities. The assessment and evaluation shall include a description of the City's existing SCADA system, cyber security and vulnerability, and shall provide recommendations for system upgrade.

West Yost understands that the City's water system is not fully automated at this time. While the City would like to modernize, rightsizing automation is important to being resilient to cyber attacks. West Yost will leverage Idaho National Laboratory's Consequence-Centered, Cyber-Informed Engineering (CCE) methodology on behalf of the City. The CCE methodology emphasizes traditional engineering and staffing practices compared to cybersecurity practices (e.g. password management) to improve cyber resilience.

Task 10.1 Kickoff Meeting

Conduct an on-site kickoff meeting followed by an interactive session that includes a live demonstration of the potential consequences of a cyber-attack against a water utility. During the meeting, the Consultant will facilitate a discussion with the City to update the goals, vision, and objectives for the SCADA system. There will be a high level of audience participation and interaction using West Yost's Cybersecurity Laboratory (Cyber-Lab). The Cyber-Lab demonstration, together with group discussions and presented materials, will emphasize the potential for water system vulnerabilities and approaches that water utilities can use to increase the security of their facilities, infrastructure, and supply reliability. Site visits to be conducted under Task 10.2 – Discovery will immediately follow the kickoff meeting.

Task 10.2 Discovery

Collect all relevant information required to conduct a thorough vulnerability assessment of the City's SCADA infrastructure.

SUBTASK 10.2.1 DATA COLLECTION

Conduct interviews with key City personnel, including systems administrators, network administrators, and business staff to gather information on the network, system and application elements of the SCADA system. Conduct site visits to collect configurations from firewalls, routers, or gateway appliances that form the perimeter of the network, and collect inventory of hardware devices (e.g. servers, network devices, workstations, etc.).

Connect laptops to a mirrored port on the switches at select locations, work with the local networking team to establish a span port, and then capture traffic for approximately 5 to 10 minutes, or until a minimum of 20 MB of traffic is logged. Review if the appropriate policies, procedures, roles, controls and protections are in place to properly manage system and network access. Test systems and devices that contain access controls for security hardening.

SUBTASK 10.2.2 REVIEW POLICIES AND PROCEDURES

Review the City's existing SCADA and Information Technology Security Policies. The review of the policies and procedures will be to determine if all required policies are in existence. Conduct a Policies and Procedures Review Workshop to review roles and responsibilities for IT and SCADA system personnel. Develop As-Is and To-Be Recommended Roles and Responsibilities Matrix documents and review with City staff. West Yost understands that any recommendations to policies and procedure that can change working conditions must be coordinated with existing City HR policies.

SUBTASK 10.2.3 DOCUMENT FINDINGS

Create preliminary As-Is Network Design document and As-Is System Architecture Design document based on the Discovery Phase. Conduct an As-Is Review Workshop to review the preliminary findings with the City.

MEETINGS

- Up to 5 interviews with City Staff
- Site visits over 3 days
- Policies and Procedures Review Workshop
- As-Is Review Workshop

DELIVERABLES

- Recommended Roles and Responsibilities Matrix document
- Site Visit Summary Report
- Preliminary Findings Report
- As-Is Network document

ASSUMPTIONS AND CONSTRAINTS

- Interviews with up to 5 City staff over a period of one week
- Capture data from up to 4 connection points at 3 locations
- City technical staff is available typically Monday through Thursday. City staff can be made available for multiple West Yost teams to visit sites concurrently as needed
- Collect photos and documentation as part of this task that can be used to support Task 2 and Task 10.2.1

Task 10.3 Assessment

Assess in detail the data gathered in previous tasks to provide an in-depth assessment of the current system security posture and make recommendations.

TASK 10.3.1 DATA REVIEW AND GAP ANALYSIS

Review all information gathered in interviews, meetings, and site visits to develop baseline assessments for network security, system security and application security, including policies and procedures as they relate to each area. Each baseline analysis will provide a findings summary, gap analysis and potential impact summary and preliminary recommended changes. Develop a Draft Baseline Assessment and Gap Analysis Document and provide to the City for review and comment. Conduct a Baseline Assessment and Gap Analysis Workshop to review the draft report.

Network security will include review of DMZ configuration and setup, verification of remote access design and configuration, and review of existing policies applicable to the network. System security will focus on review of access controls, credential management, controls for privileged users (administrators), system logging, auditing and monitoring, patch management, operating system hardening and roles and responsibilities, and all policies and procedures related to system security. Application security will focus on review of SCADA system software

configuration (setting and implementation), Active Directory integration and data exchange methods between SCADA and IT systems.

As part of this task, develop two key documents:

- **SCADA System Communications Architecture Diagram:** An “As-Is” picture of the current system will be developed documenting all communications systems used to transmit SCADA data throughout the City, based on documentation provided by the City and site visits. A “To-Be” document will be developed to demonstrate the recommended network changes will be developed for review by the City.
- **SCADA Software and Hardware Architecture Diagram:** An “As-Is” picture of the current SCADA software configuration and hardware components will be developed based on documentation provided by the City. The document will detail all SCADA software installations and basic configuration. A “To-Be” document will be developed based on the SCADA Vision, Goals and Objectives documents demonstrating the recommended system changes for review by the City.

Immediately following the Policies and Procedures workshop, work with City staff to evaluate current network and practices using the AWWA Cybersecurity Guidance & Tool. This workshop utilizes the AWWA tool to conduct a use-case analysis of the City’s current cybersecurity practices. The output from the tool is a prioritized list of recommended cybersecurity controls based on industry standards including the National Institute of Standards and Technology (NIST) Cybersecurity Framework. The workshop will serve to train City staff on the use of the tool to allow City staff to continue use of the tool as improvements and changes to the system are implemented. Work with the City team to compare the existing system controls with the recommended Priority 1 controls generated by the AWWA Cybersecurity Tool. Identify controls that are not in place or require improvements.

Organize and facilitate a Baseline Assessment and Gap Analysis with the City to review the Draft Baseline Assessment and Gap Analysis Document. Submit the Draft Baseline Assessment and Gap Analysis Document to the City for review and comment. As part of this workshop, work with the City to identify high priority projects for evaluation and alternative solution development. Document the high priority projects in the Baseline Assessment and Gap Analysis Document which will serve as the basis for the following task.

MEETINGS

- Baseline Assessment and Gap Analysis Workshop

DELIVERABLES

- Draft and Final Baseline Assessment and Gap Analysis Document
- SCADA System Communications Architecture Diagram
- SCADA Software and Hardware Architecture Diagram

SUBTASK 10.3.2 ALTERNATIVE EVALUATIONS AND RECOMMENDATIONS WORKSHOP

Develop a Draft Alternatives Evaluations and Recommendations Document, detailing the options available to address the gaps identified in the previous task for review with the City. The evaluations will provide a summary of the high priority issues identified and alternative solutions. Review the Draft Alternatives Evaluations and Recommendations Document with the City to receive feedback.

MEETINGS

- Alternative Evaluations and Recommendations Workshop

DELIVERABLES

- Draft and Final Alternatives Evaluations and Recommendations Document

Task 10.4 Recommendations

Use the results of previous tasks and industry standards to develop a Recommended Project List. The Recommended Project List will include the following elements for each recommended project:

- Project Name and Description
- Project Business Case: A description of the project benefits and details of how the project addresses issues identified in the Baseline Assessment and Gap Analysis
- Project Duration and Prerequisites
- Impacted Stakeholders: Identify stakeholders impacted by the proposed project
- Project Criticality Ranking
- Cost Estimate: The cost estimate will be provided as an AACE Class 5 estimate

Conduct a Project Portfolio Workshop with the City to review the Recommended Project List and validate project criticality rankings. Use feedback from the workshop to prioritize the Project List and determine the list of candidate projects that should be included in the final Project Portfolio.

MEETINGS

- Project Portfolio Workshop

DELIVERABLES

- Recommended Project List
- Project Portfolio

Task 10.5 SCADA Master Plan Update

Update the 2010 SCADA Master Plan based on the findings and recommendations developed during the previous tasks. The SCADA Master Plan will emphasize cybersecurity. It will document controls that are not in place or require improvements. Review the Draft SCADA Master Plan with the City during the workshop.

MEETINGS

- Draft SCADA Master Plan Review Meeting

DELIVERABLES

- Draft and Final SCADA Master Plan

TASK 10 ASSUMPTIONS

- City to provide single consolidated set of comments on task deliverables.
- SCADA Master Plan to be a stand-alone document. Capital improvements from the SCADA Master Plan to be incorporated into the Water Master Plan Capital Improvement Program.

Task 11 Asset Management Plan (Optional)

Objective: Develop a plan to implement an asset management program that will support risk-based decision-making and prioritization related to CIP planning, maintenance planning, operations and fiscal management.

Task 11.1 Planning

Meet with City Project Manager and asset management working group or steering committee. Identify the asset management education program attendees and discuss the current level of understanding by staff of asset management principals. Use this understanding to develop a survey (Task 11.2) that will be provided to workshop attendees ahead of the workshops to help design presentation concepts and content for maximum benefit.

Task 11.2 Discovery

Prepare a short survey designed to evaluate each attendee's current level of understanding of asset

management. The survey will be developed on a web-based survey platform providing a fast and simple polling tool and will be sent to those staff attending the workshops in Task 11.4. The survey will collect Staff's knowledge of asset management principles, benefits, systems, tools, and knowledge of the practices currently implemented at the District. Review and analyze the results and develop a profile of the current knowledge of asset management.

Task 11.3 Workshop Preparation

Review the results of the survey conducted in Task 11.2 with the City and plan for the workshops in Task 11.4. The planning effort will include confirmation of the attendees and focus on developing the workshop agenda. The agenda will provide an introduction to asset management and its drivers, benefits and elements of asset management focusing on the management of utility assets throughout the asset lifecycle, and the culture of asset management including the importance of communication and collaboration. The agenda will also include a discussion of the America's Water Infrastructure Act of 2018 (AWIA 2018) and how it overlaps with utility asset management.

Task 11.4 Workshops

Lead two one-day-long workshops with City staff identified in the planning tasks. The workshops will be a series of knowledge transfer presentations, focused breakout sessions with staff, and a report back to share staff's discussions. Presentations will be brief, focused, educational, and informative. Breakout sessions will be focused on specific topics related to exploring its applicability to the City, and staff's report back will serve as a foundation for the asset management program.

Provide the required presentation materials including PowerPoint slides, flip charts, markers, etc. for the workshop during this task. Network breaks will be included, and lunch delivered to keep staff engaged and present.

The curriculum will address the following foundational questions customized based on the Survey conducted in Task 11.2:

What are the drivers for an asset management program?

- What the Environmental Protection Agency (EPA) says
- The retiring workforce and the institutional knowledge gap
- Workplace efficiencies
- Asset life cycle decisions and optimization
- Fiscal performance
- Service
- Organizational stability

What are the benefits of asset management?

- Reduced life cycle costs
- Organizational transparency
- Improved communications
- Streamlined decision-making

What are the elements of asset management?

- The language of asset management: Risk
- Asset knowledge – Registry and Hierarchy
- Data needs
- Work management principles
- Service Level
- Inventory management

- Technologies
- Key Performance Indicators (KPI)
- Goals

What is a culture of asset management?

- Culture defined
- Collaboration
- Understanding

What's in it for me or my operating division?

- Personal benefits at all levels
- Effect on others
- Synergism

Following presentations on these potential topics, West Yost will host breakout sessions to explore with staff and develop definitions, goals, and objectives specifically for the District and identify actions and priorities for future efforts.

Task 11.5 Workshop Summary

Compile the notes developed in Workshops 1 and 2 and prepare a Technical Memorandum of the attendees' discussions, thoughts, and ideas as well as the presentation materials. The Technical Memorandum will include decisions related to asset management standards and will identify asset management related growth areas staff feels will benefit the City. These growth areas will serve as gaps that exist in asset management processes, plans, information systems, tools, business processes, data integrity, and staff collaboration and communication.

Task 11.6 Asset Management Implementation Plan

Develop a preliminary action plan, identifying specific actions within each growth area identified in Task 11.5 and for each develop a description, benefit statement, estimate of internal resources, estimate of outside costs, and priority. Meet with the City to review the Technical Memorandum produced in Task 11.5 and the preliminary action plan.

Using input from the meeting, prepare an Asset Management Implementation Plan that recommends specific tasks for advancement of the City's asset management program including planning level cost estimates and schedule. Prepare a Draft and a Final plan based on City comments.

TASK 11 DELIVERABLES

- Workshop and meeting notes
- Summary of survey results
- Draft Technical Memorandum of workshop summary (Five hard copies)
- Final Technical Memorandum of workshop summary, incorporating comments (10 hard copies, one electronic copy)
- Draft Asset Management Implementation Plan (Five hard copies)
- Final Asset Management Implementation Plan, incorporating City comments (10 hard copies, one electronic copy)

TASK 11 ASSUMPTIONS

- One meeting with City staff
- Two workshops at City offices, with lunch to be provided. City will provide facilities to host the workshops.
- City will commit sufficient resources from Management, Engineering, Operations, Maintenance, and Finance to attend and participate in the workshops
- City will provide information related to current asset management practices such as current policies and practices related to maintenance and condition assessment, asset inventory, asset management systems including commercial-off-the-shelf systems as well as ad hoc systems such as spreadsheets and

databases, decision- making policies

- City to provide single consolidated set of comments on the workshop summary technical memorandum and Asset Management Implementation Plan
- Asset Management Plan will be a stand-alone document. Recommendations from the Asset Management Plan will be incorporated into the Water Master Plan Capital Improvement Program.

Task 12 Risk and Resiliency Assessment (Optional)

Objective: Achieve AWIA 2018 compliance in coordination with the Water Master Plan Update.

Task 12.1 – Data Collection

Building on Task 2 – Data Collection and Task 10 – SCADA Evaluation, West Yost will expand data collection. This expansion will be done to collect the essential information required to develop a RRA. Data collected will focus on the industry best practices summarized in the voluntary consensus standards put forth by the American Water Works Association (AWWA). These standards generally include: G430, G440, J100, M19 AWWA Cybersecurity Guidance and Use-Case Tool, etc.

Review the City's previous vulnerability assessment, emergency response plans and the Orange County Water & Wastewater Multi-Jurisdictional Hazard Mitigation Plan. The findings from this document will provide the foundation for the evaluation of relevant hazards to the City's operations.

Submit a request for information to support the RRA in Task 2. Requested information will include such things as process flow diagrams, facility and asset lists, and associated service levels.

Visit representative sites and interview staff to better understand historical service disruptions and the potential impacts of future hazards.

Continuously check in with the USEPA for any compliance requirement changes and/or updates and shall utilize such updated information to complete the RRA, as appropriate.

TASK 12.1 ASSUMPTIONS:

- Representative site visits, to be coordinated with the Task 9 site visits.
- Client staff shall provide access to representative sites
- Up to 5 staff interviews will be conducted
-
- City will identify internal and external stakeholders to participate in the project include representatives from the Local Emergency Planning Committee

TASK 12.1 DELIVERABLES:

- Request for information
- Summary of information provided
- Site visit field notes
- AWWA Cybersecurity Tool Output

Task 12.2 – Risk and Resilience Assessment

Develop an RRA that satisfies the following requirements of Sec. 2013 of the AWIA, and any other subsequent updated requirements that the USEPA shall provide for conducting this assessment. These requirements include:

- The risk to the system from malevolent acts and natural hazards
- The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system
- The monitoring practices of the system

- The financial infrastructure of the system
- The use, storage, or handling of various chemicals by the system
- The operation and maintenance of the system

Facilitate two workshops with City staff to work through the first six steps of the AWWA J100 Standard. These include:

1. **Asset Characterization** – Identify priority facilities and critical assets that must be operational for the City to meet its mission and associated service levels.
2. **Threat Characterization** – Identify and characterize the malicious threats and natural hazards that could impact the City's operations.
3. **Consequence Analysis** – Estimate the worst-reasonable consequences if a relevant threat or hazard were to impact the City's operations. Consequences may include such things as revenue loss, repair/replacement cost, and employee injuries.
4. **Vulnerability Analysis** – Determine the ability of each critical asset and its protective systems to withstand each specified threat and hazard.
5. **Threat Analysis** – Estimate the likelihood (i.e. annualized probability or frequency) that a specific threat or hazard will occur.
6. **Risk and Resilience Analysis** – Calculate the overall risk and resilience (financial and operational) of the utility based on the consequences, vulnerability, and threat likelihoods estimated in the previous steps.

Submit an RRA, to the City for review and approval. Upon City approval of the RRA, West Yost will draft the Certification Letter for submittal to the USEPA. Submit the draft RRA Certification Letter to the City for review. Submit the City approved RRA Certification Letter to the USEPA no later than March 1, 2020.

TASK 12.2 ASSUMPTIONS:

- City staff will be available for workshops to validate assumptions and support the assessment.
- City staff will provide a single set of collated comments to West Yost

TASK 12.2 DELIVERABLES:

- Workshop facilitation materials
- Draft and Final Risk and Resilience Assessment
- Draft and Final Risk and Resilience Assessment Certification Letter

EXHIBIT B

SCHEDULE OF PAYMENT

West York Assembly PPL/SCD Water/Water Plan Update	PWP \$200 Topsoil	PWP \$200 Dryer	ETM/II \$204 Graves	PTB R \$271 Cure	PTB I \$250 Chrt	PPL/SCD R \$204 Waters/ Bungal/ Zachry	PER/SCD R \$204 Mining	RE/SCD R \$204 Vitality	RE/SCD R \$204 Threats	ETB I \$250 Horse	TD II \$105 Horse	AS/II \$104 Threats	ES/II \$102 Horse	ES/II \$107 Horse	CAD R \$100	ADM IV \$153	Loss	Pay	Sub PWC	Sub W/ Markup 10%	Costs Other Direct	Total Costs
Task 1 Project Management																						
1.01 Project Schedule and Progress Reports	8		16		8	8	8		16								40	\$ 10,304			\$ 2,300	\$ 12,312
1.02 Project Kickoff Meeting	4		4		4	4	4		4								144	\$ 33,744			\$ 8,000	\$ 41,744
1.03 Monthly Project Meetings (12 assumed)			48		48	48	48		48								72	\$ 17,184				\$ 17,184
1.04 Bi-Weekly Project Updates			20		4	4	4		4								20	\$ 8,912				\$ 8,912
1.05 Project Coordination/Communication	2		8		2	2	2		2								24	\$ 7,968				\$ 7,968
Subtotal, Task 1 (PWP)	12		88		14	14	14		14								324				\$ 18,300	\$ 88,468
Subtotal, Task 1 (R)	\$ 3,178	\$ 886	\$ 27,482	\$ 1,784	\$ 3,332	\$ 2,648	\$ 3,488		\$ 34,944							\$ 248						\$ 97,488
Task 2 Data Collection																						
2.01 Data Collection			8			4	4		12								52	\$ 10,096				\$ 10,096
2.02 Informal Interviews			4			4	4		12								16	\$ 3,644			\$ 200	\$ 3,844
2.03 Draft Existing System Chapter	2		4			4	4		8								12	\$ 2,880			\$ 200	\$ 3,080
Subtotal, Task 2 (PWP)	0	2	16		0	0	4		32								122					\$ 2,480
Subtotal, Task 2 (R)	\$ 886	\$ 4,882			\$ 886	\$ 886	\$ 886		\$ 8,888							\$ 1,884		\$ 23,228				\$ 25,112
Task 3 Water Demand Projections																						
3.01 Summarize Historical Water Usage			2			8	8		16								34	\$ 8,334			\$ 500	\$ 8,834
3.02 Meet with City Planning			8			20	20		40								80	\$ 11,412				\$ 11,412
3.03 Develop Unit Use Factors			4			16	16		32								40	\$ 11,412				\$ 11,412
3.04 Prepare Water Demand Projections			4			16	16		32								20	\$ 3,952				\$ 3,952
3.05 Water Demand Projections			2			8	8		16								70	\$ 13,072				\$ 13,072
3.06 Draft Demand Chapter	2		4			16	16		32								272					\$ 272
Subtotal, Task 3 (PWP)	0	2	24		0	0	82		0								82					\$ 82
Subtotal, Task 3 (R)	\$ 886	\$ 8,888			\$ 886	\$ 886	\$ 886		\$ 24,482							\$ 1,884		\$ 83,488				\$ 85,372
Task 4 Water Supply and Storage																						
4.01 Current and Future Resources/Supply			4			8	8		16								28	\$ 5,882				\$ 5,882
4.02 Emergency Supply Capacities			8			12	12		24								44	\$ 9,852				\$ 9,852
4.03 Draft Supply Chapter	2		4			12	12		24								56	\$ 10,820				\$ 10,820
Subtotal, Task 4 (PWP)	0	2	16		0	0	32		0								136					\$ 136
Subtotal, Task 4 (R)	\$ 886	\$ 4,882			\$ 886	\$ 886	\$ 886		\$ 11,884							\$ 1,884		\$ 26,524				\$ 28,408
Task 5 System Analysis																						
5.01 Model Cleanup and Updates			4			8	8		16								60	\$ 12,236				\$ 12,236
5.02 Model Demand Allocation/Outputs			8			16	16		32								100	\$ 19,112				\$ 19,112
5.03 Model Static Calibration			12			24	24		48								160	\$ 34,000				\$ 34,000
5.04 HPR Plant Development	2		4			8	8		16								60	\$ 12,348				\$ 12,348
5.05 Model EPS Calibration - Summer			8			16	16		32								120	\$ 25,360				\$ 25,360
5.06 Draft Report Appendix	2		4			8	8		16								54	\$ 10,782				\$ 10,782
5.07 Model Training			8			16	16		32								56	\$ 11,588			\$ 500	\$ 12,088
5.08 Model Technical Support			12			24	24		48								112	\$ 23,844				\$ 23,844
Subtotal, Task 5 (PWP)	0	4	68		0	0	16		384								736					\$ 736
Subtotal, Task 5 (R)	\$ 1,992	\$ 17,228			\$ 1,992	\$ 1,992	\$ 1,992		\$ 46,112							\$ 3,724		\$ 148,888				\$ 152,612
Task 6 System Analysis																						
6.01 Existing Planning Criteria			2			4	4		8								14	\$ 3,014				\$ 3,014
6.02 Existing System Analysis / Fire Flow			8			16	16		32								64	\$ 13,720				\$ 13,720
6.03 Existing System Analysis / Normal Ops			2			4	4		8								18	\$ 3,902				\$ 3,902
6.04 Existing System Analysis / Outages (8 cen)			8			16	16		32								120	\$ 25,360				\$ 25,360
6.05 Future System Analysis			12			24	24		48								72	\$ 15,756				\$ 15,756
6.06 Planning Criteria Chapter	1		2			4	4		8								19	\$ 3,788				\$ 3,788
6.07 Existing System Chapter	2		4			8	8		16								74	\$ 15,380				\$ 15,380
6.08 Future System Chapter	0	6	68		0	0	0		0								74	\$ 15,380				\$ 15,380
Subtotal, Task 6 (PWP)	0	6	80		0	0	0		0								443					\$ 443
Subtotal, Task 6 (R)	\$ 1,480	\$ 14,348			\$ 1,480	\$ 1,480	\$ 1,480		\$ 36,160							\$ 2,880		\$ 97,488				\$ 99,368

2019 Billing Rate Schedule

(Effective January 1, 2019 through December 31, 2019) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$298
Engineering/Scientist/Geologist Manager I / II	\$274 / \$287
Principal Engineer/Scientist/Geologist I / II	\$249 / \$264
Senior Engineer/Scientist/Geologist I / II	\$223 / \$234
Associate Engineer/Scientist/Geologist I / II	\$194 / \$208
Engineer/Scientist/Geologist I / II	\$157 / \$182
Engineering Aide	\$90
Administrative I / II / III / IV	\$79 / \$100 / \$120 / \$133
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$283 / \$294
Principal Tech Specialist I / II	\$260 / \$271
Senior Tech Specialist I / II	\$238 / \$249
Senior GIS Analyst	\$217
GIS Analyst	\$205
Technical Specialist I / II / III / IV	\$151 / \$173 / \$195 / \$216
CAD Manager	\$173
CAD Designer I / II	\$134 / \$150
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$283
Construction Manager I / II / III / IV	\$170 / \$182 / \$195 / \$246
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$149 / \$166 / \$185 / \$192
Apprentice Inspector	\$135
CM Administrative I / II	\$73 / \$97
Field Services	\$192

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2019 Billing Rate Schedule (continued)

(Effective January 1, 2019 through December 31, 2019) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gage	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading and adoption Date: 6/11/2019
of Ordinance No. 2905

Attached is Ordinance No. 2905 for second reading recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance No. 2905	6/3/2019	Ordinance	2905_1st_reading_-_MC_2.21.015_Nepotism_Policy_for_boards__committees__commissions.docx.pdf

ORDINANCE NO. 2905

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
ESTABLISHING A NEPOTISM POLICY FOR BOARDS, COMMITTEES AND
COMMISSIONS

City Attorney Summary

This Ordinance establishes a nepotism policy for members of the City's boards, committees and commissions. The Ordinance generally provides that no relative of a City Council member, the City Manager or a department director shall be eligible for appointment to a City board, committee or commission.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Code Amendment. Section 2.21.015 (Qualifications for Members) of Chapter 2.21 (Committees/Commissions Generally) of Title 2 (Administration and Personnel) of the Garden Grove Municipal Code is hereby amended by adding subdivision D thereto to read as follows:

D. Nepotism Restrictions. Relatives of a City Council member, City Manager, department director or a primary assistant of the City Manager shall not be eligible for appointment to any board, commission or committee. "Relatives" includes: spouse; parent (including foster); sibling (including foster and step); children (including adoptive, foster or step); in-laws; grandparent or grandchild; aunt or uncle, niece or nephew; and any other legally related person living in the same household as the City Council member, City Manager, department director or primary assistant of the City Manager.

SECTION 2: Savings Clause. If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: Certification and Effective Date. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on May 28, 2019, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE