



AGENDA

Garden Grove City
Council

Tuesday, July 9, 2019

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones

Mayor

Stephanie Klopfenstein

Mayor Pro Tem - District 5

George S. Brietigam

Council Member - District 1

John R. O'Neill

Council Member - District 2

Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Kim B. Nguyen

Council Member - District 6

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. Report from the OC Human Relations Commission as presented by Christian Lopez.

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 Proclamation honoring the 14th Dalai Lama's 84th birthday. *(Action Item)*

3.b. Adoption of a Proclamation declaring July as Parks Make Life Better! month. *(Action Item)*

3.c. Approval of an agreement with the City of Anaheim to receive subaward grant funds for the Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant. (Amount: \$14,828) *(Action Item)*

3.d. Approval of an amendment to the Site License and Use Agreement at Pioneer Park with Esparza Soccer Academic, Inc. *(Action Item)*

3.e. Acceptance of Project No. 7009 - Fire Station No. 6 and

Community Building as complete. (*Action Item*)

- 3.f. Award a contract to California Facility Specialties Inc. for Project No. S-1255 - Gymnasium Bleacher Replacement at the Garden Grove Sports and Recreation Center located at 13641 Deodara Drive, Garden Grove. (Cost: \$57,500) (*Action Item*)
- 3.g. Adoption of a Resolution authorizing the City Manager to waive the formal bidding process to proceed with emergency repairs to Well No. 31. (Cost: \$163,945) (*Action Item*)
- 3.h. Authorization to enter into an agreement with Dewberry Architects, Inc., to conduct a space needs assessment of the Garden Grove Police Department facilities. (Cost: \$225,045) (*Action Item*)
- 3.i. Receive and file minutes from the meeting held on June 25, 2019. (*Action Item*)
- 3.j. Receive and file warrants. (*Action Item*)
- 4. COMMISSION/COMMITTEE MATTERS
 - 4.a. Adoption of a Resolution appointing a City Council Member to the Orange County Fire Authority Board of Directors. (*Action Item*)
 - 4.b. Appointment to fill the vacancy on the Traffic Commission. (Continued from the June 25, 2019, meeting.) (*Action Item*)
- 5. ITEMS FOR CONSIDERATION
 - 5.a. Authorize the issuance of purchase orders to Cemex, National Ready Mixed Concrete, and Robertson's for concrete mix. (Cost: \$675,000 for five years.) (*Action Item*)
 - 5.b. Award a contract to R.J. Noble Company, for Project Nos. 7216 and 7290, Various Residential Streets Rehabilitation. (Contract Amount: \$2,116,520.00) (*Action Item*)
- 6. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER
 - 6.a. Discussion on district budgets as requested by the City Council.
- 7. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, August 13, 2019, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday to Council Member Kim Nguyen

PROCLAMATION

HONORING HIS HOLINESS THE 14TH DALAI LAMA ON HIS 84TH BIRTHDAY

WHEREAS, This year marks the 84th birthday of His Holiness the 14th Dalai Lama, Tenzin Gyatso, the spiritual and temporal leader of the Tibetan people; and

WHEREAS, Born as Lhamo Dhondrup, on July 6, 1935, in Taktser, China, His Holiness the 14th Dalai Lama was discovered as the reincarnate of the 13th Dalai Lama, Thupten Gyatso, at the age of two, by faithful Tibetan followers; and

WHEREAS, In 1940, after careful evaluation and observation by oracles and esteemed lamas, it was officially proclaimed that Lhamo Dhondrup was the true reincarnate, and was ceremoniously renamed Tenzin Gyatso, the 14th Dalai Lama; and

WHEREAS, Through a lifetime of learning Tibetan art and culture, Sanskrit, medicine, and Buddhist philosophy, His Holiness the 14th Dalai Lama has humbly worked towards inspiring compassion, truth, justice, peace, and freedom, and continues to reinforce the principles of equity and fairness for all man-kind; and

WHEREAS, In 2015, the City of Garden Grove pledged to practice the same principles of compassion, creating an atmosphere that further promotes the community's ability to share harmony and respect with neighboring cities, regionally and globally; and

WHEREAS, On July 6, 2015, the Garden Grove City Council proclaimed Garden Grove as a City of Compassion, preceding His Holiness the 14th Dalai Lama's inaugural visit to Garden Grove on July 7, 2015; and

WHEREAS, As a City of Compassion that is rich in cultural heritage, faith, diversity, and the desire to share and celebrate individual customs, traditions, and beliefs, Garden Grove recognizes His Holiness the 14th Dalai Lama as a spiritual master and patron of compassion, and joins the global community in honoring and celebrating his 84th birthday.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Garden Grove does hereby celebrate July 6, 2019, the 84th birthday of His Holiness the 14th Dalai Lama.

July 9, 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: John Montanez
Dept.: City Manager Dept.: Community Services
Subject: Adoption of a Proclamation declaring July as Parks Make Life Better! month. (*Action Item*) Date: 7/9/2019

Attached is a Proclamation declaring July 2019 as Parks Make Life Better! month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation July is Parks Make Life Better Month	7/1/2019	Proclamation	7-9-19_Proclamation_RecMonth_19.pdf

PROCLAMATION

JULY IS PARKS MAKE LIFE BETTER! MONTH

WHEREAS, Across the nation, July is celebrated as Parks Make Life Better! month; and

WHEREAS, Parks and recreation play a significant role in enhancing the quality-of life in communities, while providing open space for people to engage in recreational activities, and gather and interact with others; and

WHEREAS, Investment in parks add value to homes and neighborhoods; increases economic growth and development; protects the ecosystem; and preserves the historic, natural and cultural resources in the community; and

WHEREAS, Residents and visitors of Garden Grove value the parks and amenities available for access to safe outdoor spaces for children and adults to play and be active; and

WHEREAS, The City of Garden Grove continues to bring new additions and improvements to its parks, with the most recent improvements at the Village Green, West Haven Park, and Garden Grove Park; and

WHEREAS, Park enhancements include brighter, energy-efficient Light Emitting Diode (LED) light poles; new playground equipment and a community meeting room; replacement of the gymnasium flooring, industry-standard shade structure and furnishing, and a public art mural at the Courtyard Center; and

WHEREAS, The City of Garden Grove encourages all residents to be active and healthy, utilize public parks and amenities, and participate in recreational activities.

NOW, THEREFORE, BE IT RESOLVED, that the Garden Grove City Council does hereby proclaim the month of July 2018 as Parks Make Life Better! Month in the city of Garden Grove.

July 9, 2019



Steven R. Jones, *Mayor*

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

Stephanie Klopfenstein
Mayor Pro Tem–District 5

Kim B. Nguyen
Council Member–District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Tom DaRé
Dept.: City Manager Dept.: Police
Subject: Approval of an agreement with the City of Anaheim to receive subaward grant funds for the Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant. (Amount: \$14,828) (*Action Item*) Date: 7/9/2019

OBJECTIVE

To seek City Council approval to enter into an agreement with the City of Anaheim to receive subaward grant funding, a Federal award from the City of Los Angeles for the Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant Program.

BACKGROUND

The City of Garden Grove has partnered with similar Department of Homeland Security Grant Programs, also known as Urban Area Security Initiative (U.A.S.I.) for the past 15 years. During this time the City has received funding for several Police and Fire projects and for the training of police and fire personnel.

The City of Los Angeles was the successful applicant for the Federal award, and the City of Anaheim received a percentage of the Federal award as a subrecipient of Los Angeles. Anaheim is, in turn, subawarding the funds it received and is acting as the pass-through entity.

DISCUSSION

Funding for these grants is administered by the City of Anaheim for this area. This grant program provides funding to local jurisdictions for building and sustaining capabilities specific to identifying gaps, planning, training, and exercises associated with preparing for, preventing, and responding to a complex coordinated terrorist attacks. Pursuant to this agreement, Anaheim would be authorized to reimburse the City of Garden Grove for overtime and backfill expenses for participation in approved

training activities eligible under the CCTA grant program.

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve subaward grant funding of \$14,828 under the agreement with the City of Anaheim to administer the Fiscal Year 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Grant; and
- Authorize the City Manager and Chief of Police to sign the Agreement on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Grant Agreement	7/2/2019	Agreement	FY16_CCTA_Sub-Recipient_Transfer_Agreement_-_GARDEN_GROVE.pdf

SUBAWARD AGREEMENT

Subrecipient: CITY OF GARDEN GROVE

Title: FY 2016 Program to Prepare Communities for Complex
Coordinated Terrorist Attacks (CCTA) Grant

City Contract Number _____

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EXHIBITS

- Exhibit A DHS Agreement Articles
- Exhibit B FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity
- Exhibit B Modification Request and Reimbursement Request Forms

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF ANAHEIM
AND THE CITY OF GARDEN GROVE

THIS SUBAWARD AGREEMENT (“Agreement” or “Contract”) is made and entered into by and between the City of Anaheim, a municipal corporation (the “City”), and the <<SubRecipient name>>, a municipal corporation (the “Subrecipient”). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a “Party” and collectively, the “Parties”) agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The “Federal award” (as such term is defined in the Code of Federal Regulations (“CFR”), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA), FAIN # DHS-16-NPD-133-00-01, CFDA #97.133, Federal Award Date September 1, 2017.

The “Federal awarding agency” (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security (“DHS”) Federal Emergency Management Agency (“FEMA”).

The City of Los Angeles was the successful applicant for the Federal award, and the City of Anaheim received a percentage of the Federal award as a subrecipient of Los Angeles. Anaheim is, in turn, subawarding the funds it received to Subrecipient under the terms set forth herein, and is acting as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subaward Information and Period of Performance

Subrecipient hereby accepts the following subaward (“Subaward”) of the Federal award upon the terms and conditions set forth in this Agreement:

Subaward amount:	\$14,828
Subaward Period of Performance (“Term”):	March 19, 2019 to June 30, 2020
Match Requirement:	None

The term of this Agreement shall be the “Term” as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Anaheim
Authorized Representative:	Richard LaRoche, Jr
Authorized Department:	Anaheim Police Department
Address, Phone, Fax, E-mail:	425 S. Harbor Blvd Anaheim, CA 92805 Phone: (714) 765-3833 Email: rlarochelle@anaheim.net

Party:	CITY OF GARDEN GROVE
Authorized Representative:	_____
Authorized Department:	_____
Address, Phone, E-mail:	_____

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five business days of said change.

§1.4 Authorities

The Anaheim City Council has accepted the subaward of the Federal award from the City of Los Angeles, and has authorized the City to execute this Agreement.

Subrecipient warrants that it has obtained written authorization from its governing board or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.
- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient, governing board or authorized body.

- c. That Subaward funds shall not be used to supplant expenditures controlled by governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, "Requirements") of the Federal awarding agency that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2016 Program to Prepare Communities for Complex Coordinated Terrorist Attacks (CCTA) Notice of Funding Opportunity ("DHS NOFO"), (2) FY 2016 DHS Agreement Articles ("DHS Agreement Articles"), (3) FEMA Information Bulletins ("IB"), and (4) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations ("CFR") and in updates issued by the Office of Management and Budget ("OMB") on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subaward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subaward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient shall be remitted funds for projects funded under the Subaward pursuant to a formula developed by the City based on agency size and training needs. Subrecipient shall use the Subaward funds strictly in accordance with the purposes of the Federal award, and any expenditures not so made shall be deemed disallowed under this Subaward.
- C. Any "equipment" (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the

jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security.*"

Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.

- D. This Subaward is not a "fixed amount award" as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall issue payment to Subrecipient within thirty (30) days of approval of a reimbursement request..

Final Reimbursement Requests for this Subaward must be received by the City no later than sixty (60) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the the submission of such request, the City, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the ASUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- E. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

§2.3 DHS Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) that are applicable to this particular Subaward. These include the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Agreement Articles, attached hereto as Exhibit A and B and incorporated herein. Some of these DHS Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729-3733, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment,

reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.

- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Agreement Articles.
- D. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- E. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.
- F. Subrecipient shall comply with all Federal statutes relating to non-discrimination. Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 U.S.C. 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair

Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab. Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- G. Subrecipient shall comply with and be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Agreement Articles.
- H. If the total value of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000.00 for any period of time during the period of performance of this Subaward, Subrecipient shall comply with the provisions set forth in the *Reporting of Matters Related to Recipient Integrity and Performance* section of the DHS Agreement Articles.
- I. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- J. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- K. Subrecipient shall comply with California Vehicle Code sections 23123 and 23123.5.
- L. Subrecipient must ensure that any project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- M. Subrecipient shall comply with the provisions set forth in the following sections of the DHS Agreement Articles: (1) *Energy Policy and Conservation Act*, (2) *Hotel and Motel Fire Safety Act of 1990*, (3) *Terrorist*

Financing, (4) USA Patriot Act of 2001, (5) Fly America Act of 1974, and (6) Whistleblower Protections and Whistleblower Protection Act.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City is a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. Financial Management and Internal Controls
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program

income as more fully set forth in 2 CFR §200.307.

G. Property Standards

When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subaward funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient’s compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.

2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.
4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to

the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2 CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F (“Audit Requirements”). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an “auditee” (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Anaheim, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Orange County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated.

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency and the City for any Subaward funds the Federal awarding agency determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement includes eighteen (18) pages and five Exhibits which constitute the entire understanding and agreement of the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

<p>APPROVED AS TO FORM: ROBERT FABELA, City Attorney</p> <p>By _____ Sr. Assistant City Attorney</p> <p>Date _____</p>	<p>For: THE CITY OF ANAHEIM JORGE CISNEROS, CHIEF OF POLICE</p> <p>By _____ Jorge Cisneros, Chief of Police Anaheim Police Department</p> <p>Date _____</p>
<p>ATTEST:</p> <p>THERESA BASS, City Clerk</p> <p>By _____ City Clerk</p> <p>Date _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>Date _____</p>	<p>For: CITY OF GARDEN GROVE DUNS #83-8134872</p> <p>By _____</p> <p>Date _____</p>
<p>ATTEST:</p> <p>By _____</p> <p>Date _____</p>	

City Business License Number: _____
 Internal Revenue Service ID Number: _____
 Council File/OARS File Number: C.F. #18-0151 Date of Approval _____
 City Contract Number: _____

City and Esparza Soccer Academic, Inc. for the outdoor hockey rink facility at Pioneer Park; and

- Authorize the City Manager to sign and to approve future amendments to the Site License and Use Agreement with Esparza Soccer Academic, Inc. on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Amendment to Site License Agreement	6/27/2019	Agreement	7-9-19_Amendment_to__Agreement_Esparza_Soccer_2019-2.pdf
2016 Agreement	6/27/2019	Backup Material	7-9-19_Agreement_with_Esparza.pdf

**AMENDMENT TO
SITE LICENSE AND USE AGREEMENT**
(Pioneer Park – Esparza Soccer Academic, Inc.)

THIS AMENDMENT TO THE SITE LICENSE AND USE AGREEMENT between the CITY OF GARDEN GROVE, a municipal corporation, and Esparza Soccer Academic, Inc., is made and entered into, to be effective the 9th day of July, 2019, as follows:

RECITALS

WHEREAS, the City of Garden Grove (“CITY”) and Esparza Soccer Academic, Inc. (“ESA”) entered into the initial Site License and Use Agreement dated July 19, 2016, in which CITY allowed ESA to operate the outdoor arena soccer facility at Pioneer Park.

WHEREAS, the parties wish to renew the Agreement for another three-year term to July 19, 2022.

AMENDMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

1. Section 1, TERM, of the Agreement shall be amended to extend the term until July 19, 2022, and to provide that the parties may negotiate extensions of the terms for additional years no later than six months prior to the expiration of the Agreement.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Facilities Usage Agreement at Garden Grove, California.

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

By: _____
City Clerk

Approved as to form:

Date: _____

City Attorney

ESPARZA SOCCER ACADEMIC, INC. (ESA)

By: _____
Its: _____

Date: _____

By: _____
Its: _____

AGREEMENT BIBLIOGRAPHY

Agreement With:	Esparza Soccer Academic, Inc.
Agreement Type:	For the operation of the Pioneer Park outdoor rink located at 12772 Chapman Ave.
Date Approved:	09 13 2016
Start Date:	07 18 2016
End Date:	07 19 2019
Contract Amount:	\$1,500 monthly lease amount
Comments	File No. 55 Community Services
Insurance Expiration:	07 07 2017
Date Archived:	ARCHIVED 10/19/2016



**CITY OF GARDEN GROVE
OFFICE OF THE CITY CLERK**

*Safeguard all official records of the City.
Conduct municipal elections and oversee legislative administration.
Provide reliable, accurate, and timely information to the
City Council, staff, and the general public.*

Bao Nguyen
Mayor

Steven R. Jones
Mayor Pro Tem

Christopher V. Phan
Council Member

Phat Bui
Council Member

Kris Beard
Council Member

September 20, 2016

Esparza Soccer Academic, Inc.
2400 E. Lincoln avenue #161
Anaheim, CA 92806

Enclosed is a copy of the Agreement by and between the City of Garden Grove and Esparza Soccer Academic, Inc. for a three year Facility Use Agreement under the management of Juan Esparza for the operation of the Pioneer Park outdoor rink located at 12772 Chapman Avenue, Garden Grove.

The Agreement was approved by the City Council at their meeting on September 13, 2016.

Sincerely,

Kathleen Bailor, CMC
City Clerk


By: Teresa Pomeroy, CMC
Deputy City Clerk

Enclosure

c: Finance Department
Community Services

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this 19 day of July 2016, by and between the City of Garden Grove (hereinafter "CITY"), and Esparza Soccer Academic, Inc., (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. PIONEER PARK is designated as a park facility for active and passive recreational activities, located at 12772 Chapman Avenue, one block east of Harbor Boulevard, in the City of Garden Grove, State of California, which open space areas are available to the CITY pursuant to a use agreement with the Garden Grove Unified School District and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing outdoor soccer activities at an existing outdoor hockey rink facility and associated improvements (hereinafter the "Facility") at Pioneer Park.
3. Subject to the terms contained herein, LICENSEE desires to operate an outdoor soccer facility and to retail accessory goods at the Facility to provide a playing area for both league play and general public use at PIONEER PARK. The Facility will be open to the public, subject to reasonable fees.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this License shall be for Three (3) years effective on the date of execution of this Agreement, and shall terminate on July 19 2019, unless sooner terminated as provided for herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the Facility both a public service and commercial success. Approval of renewal of this Agreement shall be based on the performance of LICENSEE in providing the desired public service.
2. ESPARZA SOCCER ACADEMIC, INC. (ESA). LICENSEE, represented by and through Juan Esparza, desires to and shall provide recreational opportunities at the Facility, for use by LICENSEE and other members of the public; and shall maintain the Facility, equipment, and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 - 3.1 LICENSEE accepts the Facility in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the Facility for LICENSEE's operations or other use of the Facility by LICENSEE and expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability for LICENSEE's intended use of the Facility.

- 3.2 LICENSEE shall manage, operate and maintain the Facility at Pioneer Park for soccer-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the Facility in a clean and safe condition for the operation of soccer activities; ensure that the Facility is adequately staffed, including officials and a site manager present at all times that the Facility is open; also have the ability to operate and maintain a concession area and pro shop-related to equipment and merchandise involving soccer activities; and provide those activities and other responsibilities as outlined in their proposal to CITY dated July, 2016.
- 3.3 LICENSEE will fully and promptly pay for all materials joined or affixed to the Facility under the authority or direction of LICENSEE, and fully and promptly pay all persons who perform labor upon the Facility. LICENSEE shall not allow or permit to be filed or enforced against the Facility, or any part thereof, any mechanics', materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY or the Garden Grove Unified School District with respect thereto, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY and the School District from all obligations and claims made against City or the School District for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's liens or stop notice for works performed for LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
- 3.4 NONEXCLUSIVE USE. LICENSEE's use of the Facility will not be exclusive, but will be made available to the CITY at times when not being utilized by LICENSEE, as approved by the CITY.
- 3.5 UTILITIES. LICENSEE shall maintain and pay for telephone and telecommunications services.
- 3.6 LICENSEE STAFFING. LICENSEE shall provide trained, competent staffing to manage and operate the Facility in a professional and safe manner. LICENSEE shall provide for trained officials for the conducting of League, Tournament and other soccer activities. These officials shall be tested and monitored by LICENSEE management staff. Soccer officials shall wear a prescribed uniform while officiating soccer activities. Soccer officials shall also be encouraged to sign a release form stating that they are aware of the possible hazards and shall release CITY and LICENSEE of all liability. At any time when the Facility is in operation by LICENSEE, LICENSEE shall provide for site supervision at all times, including during rental of the Facility for team practices and other events by outside organizations.

- 3.7 SIGNS AND ADVERTISEMENTS. LICENSEE shall provide and prominently display in locations approved, in writing, by the COMMUNITY SERVICES DIRECTOR, signs identifying the type of service and merchandise available at the Facility as well as LICENSEE's name, the operation schedule of the Facility, and the items and prices of all products and services available at the Facility.

CITY shall approve any signs, advertisements or promotional material provided by LICENSEE in advance, and in writing. CITY shall have the right to require removal or refurbishment of any sign or advertisement previously approved. CITY is not required to provide any signs. However, any signs provided by CITY shall be prominently displayed by LICENSEE in a location to be determined by CITY.

- 3.8 SCHEDULE OF OPERATIONS. The hours of operation shall be 8:00 a.m. through 10:00 p.m. All activities shall cease by 9:00 p.m., and all persons shall vacate the grounds by 10:00 p.m.

Before commencing operation each calendar year under the terms of this Agreement or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 10:00 p.m.

LICENSEE shall not deviate from the permitted hours of operation without the prior written approval of CITY.

4. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.

- 4.1. LICENSEE shall maintain the area up to fifty (50) feet surrounding the Facility, including the area around and underneath the bleachers, in a clean and sanitary condition to the satisfactory of the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.

- 4.2. LICENSEE shall provide maintenance for the restroom facility. Restrooms are to be cleaned weekly or as often as necessary to maintain them in a clean and sanitary condition. All graffiti is to be removed from the restroom facility immediately. CITY personnel will inspect restrooms on at least a weekly basis. CITY will provide keys to these restroom and LICENSEE will be responsible for these keys.

5. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE. Insofar as sanitation and appearance are concerned, CITY shall have the right to direct LICENSEE to perform necessary repairs and maintenance to equipment and structures owned and/or operated by LICENSEE.

6. STRUCTURE IMPROVEMENTS. LICENSEE will be responsible for maintaining all structures within the enclosed boundary of the Facility and the area within fifty (50)

feet surrounding it. CITY shall maintain, at its expense, all improvements outside the described boundary, with the exception of the restrooms utilized by LICENSEE.

- 6.1 Anything constructed, planted, or otherwise installed by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including anything destroyed by acts of vandalism.
- 6.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.
- 6.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the Facility by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

7. PAYMENTS BY LICENSEE.

- 7.1 LICENSEE shall pay the City one thousand five hundred dollars (\$1,500.00) per month for the privilege to use the FACILITY as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

LICENSEE shall, within twenty (20) days following the expiration or sooner termination of this Agreement, pay to CITY any and all sums due.

- 7.2 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of ten percent (10%) on the outstanding unpaid balance, or \$25.00, whichever is greater. If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the COMMUNITY SERVICES DIRECTOR at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to the applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.
- 7.3 LICENSEE shall maintain all books, documents, papers, employee time facility sheet, accounting records, and other evidence pertaining to fees and revenues generated in the operations of the Facility, and shall make such records and materials available at its offices for inspection by CITY at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement. LICENSEE shall furnish copies of all such materials to CITY upon request. CITY agrees to maintain the confidentiality of all such records to the fullest extent of the law.

8. PROPERTY OF CITY. During the term of this Agreement or any extension thereof, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.

9. PRIORITY OF USE. LICENSEE shall be offered first priority for use of the Facility in accordance with LICENSEE schedules submitted to the Community Services

Department in advance of requested schedule dates. The use of the Facility shall be available to the CITY during the LICENSEE's non-operating hours.

10. NO ALTERATIONS. No alterations, changes, or improvements shall be made by LICENSEE to the structures or improvements at Pioneer Park without prior written approval by CITY. All alterations and improvements to the Facility shall be the property of CITY.
11. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Pioneer Park; nor restrict either the open space or general park and recreation use of the area by the public.
12. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
13. RIGHT OF INSPECTION. CITY shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place at the Facility. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
14. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
15. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
16. OPERATION OF CONCESSION AREA AND PRO SHOP. LICENSEE shall operate the concession area and pro shop subject to the CITY's regular rules and regulations pertaining to such operations. LICENSEE shall provide the facilities from which such operations shall be maintained and shall be solely responsible for all theft and other damage to the facilities and to the equipment and merchandise that is stored thereon. Items sold from the pro shop shall be soccer-related and all merchandise is subject to approval by the Community Services Director. Any items that are deemed non-soccer related shall be removed immediately, and shall not be restocked.
17. TERMINATION. CITY and LICENSEE shall have the right to terminate this Agreement, without cause, by giving ninety (90) days written notice of termination.
18. INSURANCE REQUIREMENTS.
 - 18.1 Commencement of Activity. LICENSEE shall not commence work, activities or operation 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.

- 18.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.
- 18.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (b) Automobile liability in the amount of \$1,000,000.00 combined single limit; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 17.3 (a) shall designate CITY and the Garden Grove Unified School District and their respective officers, officials, employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE 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 17.3 (b) shall designate CITY and the Garden Grove Unified School District and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE 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, LICENSEE's insurance coverage shall be primary insurance as respects CITY and the School District and their respective officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY or School District and their respective officers, officials, employees, agents, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.

19. INDEMNIFICATION. LICENSEE agrees to protect, defend, and hold harmless CITY and the Garden Grove Unified School District and their respective elective or appointive boards, officers, officials, agents, employees and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with the use of property, and any other monetary damage claims arising out of, or in any way connected with work, activities or operations pursuant to the Agreement by LICENSEE, LICENSEE's agents, officers, employees, subcontractors, or independent contractors and those authorized or permitted by LICENSEE to use the subject Facility. The only exception to LICENSEE's responsibility to protect, defend and hold harmless CITY and the School District is due to the sole negligence of CITY or the School District, or any of its elective or appointive boards, officers, agents, employees or volunteers.

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 LICENSEE. The provisions of this subsection shall survive the termination of this Agreement.

20. NON-LIABILITY OF CITY.

20.1 Pursuant to Revenue & Taxation Code §107.7, should a property interest be created herein, it may be subject to property taxation LICENSEE may be subject to property taxes levied on such interest. In no event shall the CITY or the Garden Grove Unified School District be liable for any taxes owed as a result of this Agreement or the LICENSEE's use of the Facility.

20.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the Facility as provided for herein. LICENSEE acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights, if any, to which the Contractor might otherwise be entitled from the City or the School District with regard to this Agreement and the operations on the Facility. LICENSEE shall not be entitled to relocation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

20.3 No official or employee of CITY shall be personally liable to LICENSEE in the event of any default or breach by CITY, or for any amount, which may become due to LICENSEE, or for any obligation under the terms of this Agreement.

21. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.

22. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE 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.

23. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

24. CONFLICT OF INTEREST AND REPORTING. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.

25. 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.

25.1 Address of LICENSEE is as follows:
Esparza Soccer Academic, Inc.
2400 E. Lincoln Avenue #161
Anaheim, CA 92806

25.2 Address of CITY is as follows: (with a copy to):
City of Garden Grove Garden Grove City Attorney

11222 Acacia Parkway
Garden Grove, CA 92840

11222 Acacia Parkway
Garden Grove, CA 92840

26. LICENSES, PERMITS, FEES AND ASSESSMENTS. At its sole cost and expense, LICENSEE shall obtain such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement. LICENSEE shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the services required by this Agreement except those which are expressly waived by CITY.
27. TIME OF ESSENCE. Time is of the essence in the performance of this Agreement.
28. LIMITATIONS UPON SUBCONTRACTING AND ASSIGNMENT. The experience, knowledge, capability, and reputation of LICENSEE, its principals and employees were a substantial inducement for CITY to enter into this Agreement. Therefore, LICENSEE shall not contract with any other entity to perform the work, activities or operations required without written approval of CITY. If LICENSEE is permitted to subcontract any part of this Agreement, LICENSEE shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, activities or operations will be considered employees of LICENSEE. CITY will deal directly with LICENSEE.
29. 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.
30. MODIFICATION. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and LICENSEE.
31. WAIVER. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and LICENSEE.
32. CALIFORNIA LAW. This Agreement shall be construed in accordance with the laws of the State of California.
33. INTERPRETATION. This Agreement shall be interpreted as though prepared by both parties.
34. PRESERVATION OF AGREEMENT. Should any paragraph, provision phrase or word of this Agreement be found invalid or unenforceable, such decision shall affect only the paragraph, provision, phrase or word construed and interpreted, and all remaining provisions shall remain valid and enforceable.

[SIGNATURE PAGE FOLLOWS]

DATE: 9/14/16

CITY OF GARDEN GROVE

ATTEST:

By: *W.C. Hth*
City Manager

Kathleen Bailor
City Clerk

DATE: 9/19/2016

LICENSEE
Esparza Soccer Soccer Academic, Inc.

APPROVED AS TO FORM:

City Attorney *Guarandora*

By: *ES*

DATE: 8-16-16

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <i>Joel Ramos 714-602-6018</i> SportUnderwriters.com Inc. A Division of Sport and Special Event Insurance Agency USA P.O. Box 1131 Lake Placid NY 12946 <i>Jramos@newimageinsurance.com</i> <i>gmail.com</i>		CONTACT NAME: PHONE (A/C No. Ext): 866-889-4763 FAX (A/C No): 866-467-8770 E-MAIL ADDRESS: info@sportunderwriters.com PRODUCER CUSTOMER ID #:	
INSURED SSEI Program Management Inc. Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol 2400 E Lincoln Ave #161 Juan Esparza Anaheim, CA, 92806 <i>union-juan@yahoo.com</i>		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: New Hampshire Insurance Company <i>AXV</i> 23841 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: A-YS-SU-16-06-30-25970-1 REVISION NUMBER:

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

NSR LTR	TYPE OF INSURANCE	ADDL NSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MMDD/YYYY)	POLICY EXP (MMDD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	19957204-02	07/07/2016	07/07/2017	EACH OCCURRENCE	\$ 1,000,000
							FIRE DAMAGE (Any one fire)	\$ 300,000
							MED EXP (any one person)	\$ EXCLUDED
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		19957204-02	07/07/2016	07/07/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHE-R
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	OTHER ABUSE/MOLESTATION	Y		19957204-02	07/07/2016	07/07/2017	EACH OCCURRENCE	\$25,000
							AGGREGATE	\$100,000

Reviewed and approved as to insurance language and/or requirements.
Mark Di Perno
 Risk Management
 8-12-16

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Liability Policy Deductible: \$0.00 per each bodily injury or property damage claim. ISO Occurrence form CG 00 04 01 13 and company's specific forms.
 Re: Soccer
 Coverage for Participant Legal Liability requires that every participant signs a waiver/release. The certificate holder is named as Additional Insured with respect to negligent acts or omissions of the Named Insured and only with respect to the Operations of the Insured during the coverage period.
 (continued on next page)

CERTIFICATE HOLDER The City of Garden Grove 11222 Acacia Pkwy Garden Grove, CA, 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Di Perno



ADDITIONAL REMARKS SCHEDULE

AGENCY SportUnderwriters.com Inc.		NAMED INSURED SSEI Program Management Inc. Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol 2400 E Lincoln Ave #161 Anaheim, CA, 92806	
POLICY NUMBER 19957204-02		EFFECTIVE DATE: 07/07/2016	
CARRIER New Hampshire Insurance Company	NAIC CODE 23841		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Policy Bound and Effective at: 07/07/2016 06:39:53 PM EST

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

Policy No: 19957204-02

Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol

Policy Period: July 07, 2016 to July 07, 2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<p>The City of Garden Grove, Garden Grove Unified School District, and their respective officers, officials, agents, employees, and volunteers</p> <p>11222 Acacia Pkwy Garden Grove, CA, 92840</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

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

Neidi M. Jay
Risk Management
8-12-16

ENDORSEMENT NO. 5

This endorsement, effective 12:01 A.M. 08/01/2016

Forms part of policy no.: 19957204 - 02

issued to: SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY CERTIFICATE

D/B/A: SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY CERTIFICATE

By: NEW HAMPSHIRE INSURANCE COMPANY

Esparza Soccer Academic, Inc dba Liga Swapmeet Futbol

Policy Number: 19957204-02

Certificate #: A-YS-SU-16-06-30-25970E1

IN CONSIDERATION OF AN ADDITIONAL PREMIUM , IT IS HEREBY UNDERSTOOD AND AGREED THAT the Additional Insured Required by Written Contract (Primary and Non-Contributory) endorsement is added to the policy:

The City of Garden Grove

11222 Acacia Pkwy

Garden Grove, CA, 92840

Authorized Representative or
Countersignature (in states where Applicable)

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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

Nerida M. Jay
Risk Management
8-12-16

ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 a.m. 08/01/2016 forms a part of Policy

No. 19957204 - 02 issued to SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY
CERTIFICATE d/b/a SSEI PROGRAM MANAGEMENT INC AND ITS MEMBER ORGANIZATIONS BY
CERTIFICATE

by New Hampshire Insurance Company

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement subject to the policy aggregate. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii. Supervisory, inspection, architectural, or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis, unless the written contract or written agreement with additional insured specifically requires that this insurance be primary and non-contributory with any other insurance carried by the additional insured. In such case, this insurance shall be primary and non-contributory with any other insurance carried by the additional insured.

100455 (3/09)

Page 1 of 2

Includes copyrighted information of the Insurance Services Offices, Inc., with its permission.
All rights reserved.

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

Heidi M. Jay
Risk Management
Page 52 of 231

8-12-16

C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision

may, at our option, result in the claim or "suit" being denied.

All other terms and conditions of the policy remain the same.

Authorized Signature

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance as required under California law. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City/Agency/Sanitary District with evidence satisfactory to the City/Agency/Sanitary District that it has secured workers' compensation and employers' liability insurance satisfactory to the City/Agency/Sanitary District prior to any such employee performing any work under the Contract Documents.

I declare under penalty of perjury under the laws of the State California that the foregoing is true, complete, accurate and correct. I also certify that I am authorized to sign on behalf of and bind ESPARZA Soccer Academy.

Company Name

SIGNATURE OF AUTHORIZED PERSON: 

PRINTED NAME OF AUTHORIZED PERSON: JUAN ESPARZA

TITLE OR POSITION OF AUTHORIZED PERSON: Owner

COMPANY NAME: ESPARZA Soccer Academy

DATE: 7-20-16

NOTE: This form shall serve as notification to the City of Garden Grove that Contractor represents that it not legally required to have Workers Compensation or Employers' Liability Insurance under California law.

DO NOT FILL OUT THE BOTTOM PORTION OF THIS REQUEST!

City/Agency/Sanitary District Use Only

RISK MANAGEMENT DIVISION SIGNATURE: 

DATE: 8-12-16

APPROVAL OF A FACILITY USE AGREEMENT WITH ESPARZA SOCCER ACADEMIC,
INC. FOR THE OPERATION OF THE PIONEER PARK OUTDOOR RINK
(F: 55-Esparza Soccer Academic, Inc.)

It was moved by Council Member Jones, seconded by Council Member Beard that:

A three (3) year Agreement to Esparza Soccer Academic, Inc. for the operation and management of the Pioneer Park outdoor rink be approved; and

The City Manager, or his designee, be authorized to sign the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

The motion carried by a 5-0 vote as follows:

Ayes: (5) Beard, Bui, Jones, Nguyen, Phan
Noes: (0) None

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Kimberly Huy
Dept.: City Manager Dept.: Community Services
Subject: Approval of a Facility Use Agreement with Esparza Soccer Academic, Inc. for the operation of the Pioneer Park outdoor rink. (*Action Item*) Date: 9/13/2016

OBJECTIVE

To request that the City Council approve a three (3) year Facility Use Agreement with Esparza Soccer Academic, Inc. under the management of Juan Esparza, for the operation of the Pioneer Park outdoor rink.

BACKGROUND

Pioneer Park is designated as a park facility for active and passive recreational activities, located at 12772 Chapman Avenue, one block east of Harbor Boulevard, in the city of Garden Grove.

In 2004, the City of Garden Grove (City) entered into a License Agreement with Power Play Sports for the operation of roller hockey and other recreational activities at Pioneer Park. After ten years of operating at Pioneer Park, Power Play Sports decided not to renew their contract with the City. The City released a Request for Proposal (RFP) seeking a new operator for the Pioneer Park outdoor rink.

DISCUSSION

The City sought an organization or individual to operate this facility to provide for youth, adult, and co-ed leagues, tournaments, clinics, or other revenue generating athletic activities on site.

The RFP Review Committee was comprised of three City staff members. There were two (2) qualified proposals received, and based upon the proposals meeting the requirements of the RFP, the applicant's qualifications demonstrating competence and experience, the Committee selected Esparza Soccer Academic, Inc. to be the new operator of the Pioneer Park outdoor rink. Juan Esparza is an experienced soccer league operator, with over 15 years of experience operating youth and adult soccer leagues.

Proposals were evaluated on the following criteria as requested on the RFP:

- Over 10 years of experience operating a similar location;
- Programming for both children and adults;
- Offering a sport that is in high demand in our community; and
- Hosting events to give back to the community.

FINANCIAL IMPACT

The proposed Facility Use Agreement provides for no compensation for services to the facility operator. The facility operator will provide a monthly lease amount of \$1,500 to the City.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Agreement to Esparza Soccer Academic, Inc. for the operation and management of the Pioneer Park outdoor rink; and
- Authorize the City Manager, or his designee, to sign and execute the Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

By: John Montanez, Recreation Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Esparza Soccer Academic, Inc. Agreement	8/25/2016	Cover Memo	Esparza_Soccer_Academic__Inc._Agreement.pdf

- 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 Maru
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
Notice of Completion	7/1/2019	Notice	DOC-20190701-10_54_31.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. 7009
FIRE STATION NO. 6 AND COMMUNITY BUILDING**

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 RABC-ECC a Joint Venture on the 28th day of March 2017, 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 9th day of July, 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. 7009
FIRE STATION NO. 6 AND COMMUNITY BUILDING**

NAME OF SURETY on
Labor and Material Bond is:

Travelers Casualty and Surety Company of America
21668 Gateway Center Drive
Diamond Bar, CA 91765
Tel No. (714) 674-1307

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

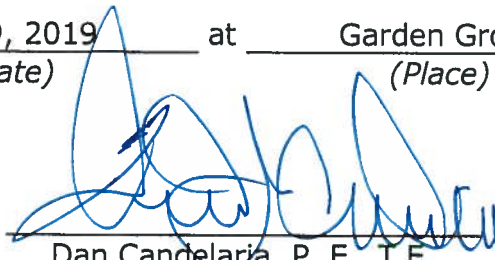
STATE OF CALIFORNIA
COUNTY OF ORANGE

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 July 9, 2019 at Garden Grove, California
(Date) (Place)



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

reviewed and verified by staff, and all other documentation is in order.

Bidder's Name	Total Amount
California Facility Specialties Inc.	\$57,500.00
Herk Edwards Inc.	\$69,820.00

FINANCIAL IMPACT

There is no financial impact to the City's General Fund. This improvement is budgeted in the Capital Improvement Projects and funded by Park Fee funds.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to California Facility Specialties Inc., in the amount of \$57,500, for Project No. S-1255 - Gymnasium Bleacher Replacement at the Sports and Recreation Center; and
- Authorize the City Manager to execute the contract and make minor modifications as appropriate thereto, on behalf of the City.

By: Jeff Van Sickle, Assistant Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	6/28/2019	Agreement	7-9-19_CA_Facility_Specialties_Contract_2019.pdf

SECTION 4 - AGREEMENT

PROJECT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **California Facility Specialties, Inc.**, hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.

CITY desires to utilize the services of Provide all Materials, Labor, and Equipment for the Installation of wall attached telescoping bleachers in the gymnasium at the Garden Grove Sports and Recreation Center, located at 13641 Deodara Avenue, Garden Grove CA 92840, per the Bid Specifications.

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 4.0 **Compensation.** CONTRACTOR shall be compensated as follows: Compensation under this agreement shall be a Not to exceed (NTE) amount of Fifty Seven Thousand Five Hundred Dollars Only (\$57,500.00), payable in arrears and in accordance with Bid Pricing Sheet (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made per invoice or request for work completed subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1255 and Bid Specifications (Attachment A), which are attached and are hereby incorporated by reference.
- 4.1 **General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans and Specifications, and Contractor's Proposal, are incorporated in this

Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

"Project" as used herein defines the entire scope of the work covered by all the Contract Documents. Anything mentioned in the Specifications and not indicated in the Plans, or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Plans or Specifications, the matter shall be immediately submitted to City's Engineer, without whose decision CONTRACTOR shall not adjust said discrepancy save only at CONTRACTOR'S own risk and expense. The decision of the Engineer shall be final.

4.2 Materials and Labor. CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.

4.3 Project. The PROJECT is described as Provide all Materials, Labor, and Equipment for the Installation of wall attached telescoping bleachers in the gymnasium at the Garden Grove Sports and Recreation Center, located at 13641 Deodara Avenue, Garden Grove CA 92840, per the Bid Specifications.

4.4 Plans and Specifications. The work to be done is described in a set of detailed Plans and Specifications for: Provide all Materials, Labor, and Equipment for the Installation of wall attached telescoping bleachers in the gymnasium at the Garden Grove Sports and Recreation Center, located at 13641 Deodara Avenue, Garden Grove CA 92840, per the Bid Specifications.

Said Plans and Specifications and any revisions, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of City which are also incorporated herein and referred to by reference.

4.5 Time of Commencement and Completion. CONTRACTOR agrees to commence the Project with TEN (10) calendar days from the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **10 calendar days** of the Notice to Proceed, excluding delays caused or authorized by the CITY as set forth in Sections 4.7, 4.8 and 4.9 hereof.

4.6 Time is of the Essence. Time is of the essence of this Contract. As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other contractors, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 4.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

4.7 Excusable Delays. CONTRACTOR shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather; damages caused by fire or other casualty for which CONTRACTOR is not responsible; and act, neglect or default of CITY; failure of CITY to make timely payments to CONTRACTOR; late delivery of materials required by this CONTRACT to be furnished by CITY; combined action of the workers in no way caused by or resulting from default or collusion on the part of CONTRACTOR; a lockout by CITY; or any other delays unforeseen by CONTRACTOR and beyond CONTRACTOR'S reasonable control.

City shall extend the time fixed in Section 4.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities will be determined in accordance with Section 9-103A of the State of California Department of Transportation Standard Specifications. The CITY'S decision will be conclusive on all parties to this Contract.

4.8 Extra Work. The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 4.9 hereof. CITY shall extend the time fixed in Section 4.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

4.9 Changes in Project.

- 4.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:
- a. in the Specifications (including drawings and designs);
 - b. in the time, method or manner of performance of the work;
 - c. in the City-furnished facilities, equipment, materials, services or site; or
 - d. directing acceleration in the performance of the work.
- 4.9.2** A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the CITY which causes any change, provided CONTRACTOR gives the CITY written notice stating the date, circumstances and source of the order and that CONTRACTOR regards the order as a change order.
- 4.9.3** Except as provided in this Section 4.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 9 or entitle CONTRACTOR to an equitable adjustment.
- 4.9.4** If any change under this Section 4.9 causes an increase or decrease in CONTRACTOR'S actual, direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the CITY shall make an equitable adjustment and modify the Contract in writing. Except for claims based on defective specifications, no claim for any change under paragraph (4.9.2) above shall be allowed for any costs incurred more than 20 days before the CONTRACTOR gives written notice as required in paragraph (4.9.2). In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.
- 4.9.5** If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 4.9, it must, within thirty (30) days after receipt of a written change order under paragraph (4.9.1) or the furnishing of a written notice under paragraph (4.9.2), submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR may include the statement of claim in the notice under paragraph (4.9.2) of this Section 4.9.
- 4.9.6** No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

4.9.7 CONTRACTOR hereby agrees to make any and all changes, furnish the materials and perform the work that CITY may require without nullifying this Contract. CONTRACTOR shall adhere strictly to the Plans and Specifications unless a change therefrom is authorized in writing by the CITY. Under no condition shall CONTRACTOR make any changes to the Project, either in additions or deduction, without the written order of the CITY and the CITY shall not pay for any extra charges made by CONTRACTOR that have not been agreed upon in advance in writing by the CITY. CONTRACTOR shall submit immediately to the CITY written copies of its firm's cost or credit proposal for change in the work. Disputed work shall be performed as ordered in writing by the CITY and the proper cost or credit breakdowns therefor shall be submitted without delay by CONTRACTOR to CITY.

4.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 4.5 herein, plus the allowance made for delays or extensions authorized under Section 4.7, 4.8 and 4.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of two hundred and fifty dollars (\$250.00) per day for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any moneys due or that may become due CONTRACTOR under the Contract.

4.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum as itemized in the bid proposal. Progress payments shall be made to the CONTRACTOR per month for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the CITY'S Engineer, stating that the work for which payment is demanded has been performed in accordance with the terms of the Contract. Partial payments of the Contract price shall not be considered as an acceptance of any part of the work.

4.12 Substitution of Securities in Lieu of Retention of Funds. Pursuant to California Public Contract Code Section 22300, the CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the Contract. CONTRACTOR shall be required to execute an addendum to this Contract together with escrow instructions and any other documents in order to effect this substitution.

4.13 Completion. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier in connection with Stop Notices, which have been filed under the provisions of the statutes of the State of California.

4.14 Contractor's Employee Compensation.

4.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question.

4.14.2 Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

4.14.3 Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involves less than thirty thousand dollars (\$30,000.00).

4.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him thereunder except as provided in paragraph (4.14.1) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et sep.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

4.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6 CONTRACTOR REGISTRATION; MAINTENANCE OF PAYROLL RECORDS; JOB SITE POSTING

4.14.6.1 Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section 1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

4.14.6.2 Payroll Records. CONTRACTOR shall maintain accurate payroll records and shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3).

4.14.6.3 Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other

regulation promulgated pursuant to Labor Code Section 1771.4(a)(2).

4.14.6.4 Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

4.15 Surety Bonds. CONTRACTOR shall, upon entering into performance of this Agreement, furnish bonds in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and the other in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by the CITY. The Surety Company must have an AM Best rating of A- VII or better.

4.16 Insurance.

4.16.1 CONTRACTOR is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance with provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

4.16.2 CONTRACTOR and all subcontractors will carry and provide Workers' Compensation insurance for the protection of its employees during the progress of the work and *provide Employers Liability in an amount not less than \$1,000,000*. The insurer shall waive its rights of subrogation against the CITY, its officers, agents and employees and shall issue a certificate to the policy evidencing same.

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

4.16.4 Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish certificates of insurance and endorsements evidencing the foregoing insurance coverage and such certificates of insurance and endorsements shall provide the name and policy number of each carrier and that the insurance is in force and will not be cancelled without 30 days written notice to the CITY. CONTRACTOR shall maintain all of the foregoing insurance in force until the work under this contract is satisfactorily and fully completed to the satisfaction of the CITY. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by Contractor under Section 4.17 of this Contract.

Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company having a Best's Guide Rate of A-, Class VII or better (claims made and modified occurrence policies are not acceptable).

4.16.5 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. Contractor shall also provide a waiver of subrogation for each policy.

4.16.6 INSURANCE AMOUNTS. CONTRACTOR and all subcontractors shall maintain the following insurance in the amount and type for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$1,000,000 per occurrence, and not excluding XCU; (**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.
- (b) Automobile liability in an amount not less than \$1,000,000 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.

An Additional Insured Endorsement, **ongoing and products-completed operations**, for the policy under section 4.16.6 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.16.6 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers, for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY shall be excess of the CONTRACTOR's insurance and 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.

4.17 Risk and Indemnification. All work covered by this Contract done at the site of the Project or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the *active negligence* or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

4.18 Termination.

4.18.1 This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Termination of contract shall conform to Section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.2 If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred in accordance with section 8-1.11 of the State of California, Department of Transportation Standard Specifications.

4.18.3 Upon receipt of a termination action under paragraph (4.18.1) or (4.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

4.18.4 Upon termination under paragraphs (4.18.1) and (4.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

4.19 Warranty. The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY'S designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances provided under this Contract and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

4.20 Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, *each party shall be responsible for their own attorneys' fees, costs and necessary expenses.* If any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to all attorneys' fees, costs and necessary disbursements arising out of the defense or such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

4.21 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.

4.22 Notices. Any notice required or permitted under this Contract may be given by ordinary mail at the address set forth below. Any party whose address changes shall notify the other party in writing.

To CITY: City of Garden Grove
 City Attorney
 11222 Acacia Parkway
 Garden Grove, California 92840

To CONTRACTOR: California Facility Specialties, Inc.
 Attention: Mike Kurnik, Vice President
 161 Mercury Circle
 Pomona, CA 91768

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(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"
California Facility Specialties, Inc.

Contractor's State Lic. No. _____

DIR Registration Number _____

Expiration Date: _____

By: _____

Title: _____

Date: _____

Tax ID No. _____

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

APPROVED AS TO FORM:

Garden Grove City Atto

IFB S-1255

Provide all Materials, Labor, and Equipment for the Installation of Wall Attached Telescoping Bleachers in the gymnasium at the Garden Grove Sports and Recreation Center

BID SPECIFICATIONS (PAGE 1 OF 3)

The Garden Grove Community Services Department is seeking qualified contractors to Provide all Materials, Labor, and Equipment for the Installation of wall attached telescoping bleachers in the gymnasium at the Garden Grove Sports and Recreation Center, located at 13641 Deodara Avenue, Garden Grove CA 92840, per the Bid Specifications "The City is requiring the earliest installation start date to be no earlier than August 19, 2019. It is highly preferable that the installation and completion be performed between August 19, 2019 and August 30, 2019.

A mandatory pre-bid meeting and site inspection will be held to allow prospective Contractors to inspect, take field measurements for drawing preparation and to familiarize themselves with the building/site and all conditions that may affect the performance and cost of the Contractor. Contractor must deliver and install a fully functional and operational unit in order for the project to be deemed complete by the City.

PRODUCT SPECIFICATIONS:

- The bleacher system needs to be comprised of multiple tiers, closed deck seating rows operating in a telescopic manner, incorporating the most quantity of sections while still complying with all loading requirements.
- 2 Sections 78'9" 3 tier seating and 2 Sections 33'7 1/2" 3 tier seating. Total height of bleachers to be no lower than 36".
- Bleachers are to be designed to accommodate the multiple vertical pilasters (pillars) to minimize seating loss. The top row(s) are to be cut out and scribe fitted to meet the pilaster conditions, allowing the middle and bottom row(s) of seats in front of the pilasters to still be utilized.
- Highly desired Manufacturers, Makes, and Models:
 - Interkal Spectator Seating World Wide – ESM Telescopic Seating or equal
 - Hussey Seating Company – Maxam or equal
- Bleachers are to be manual operation.
- Handicap Seating Provisions: Provide first tier handicap cutouts per requirements of (ADA) Americans with Disability Act.
- Seating color to be selected by the City from manufacturers "standard offering."

IFB S-1255

Provide all Materials, Labor, and Equipment for the Installation of Wall Attached Telescoping Bleachers in the gymnasium at the Garden Grove Sports and Recreation Center

BID SPECIFICATIONS (PAGE 2 OF 3)

CONTRACTOR REQUIREMENTS:

- Awarded contractor must provide engineered certified/stamped plans, drawing(s), and specifications for approval.
- Contractor must provide all design plans, specifications and proposal.
- Contractor must complete design layout, permitting application and approval process, fabrication, delivery and offloading, security and on-site storage.
- Contractor is responsible for repairing any damage to facility caused by said contractor during entirety of project.
- Contractor must complete the project within 10 working days unless otherwise agreed upon in writing by the City.
- Contractor must be able to meet and provide the required insurance in the amounts and types specified.
- **Requests for Substitution or Proposed Equals:** The bidder shall note in his submittal any and all "alternatives" or "proposed equals" that it proposes to use in lieu of any named or designated material, product or thing that is named in the specifications and followed by the words "or equal." In the event there are "alternatives" or "proposed equals", the bidder shall specifically itemize them in his bid under a heading entitled "Proposed Equals". Failure to do so shall render the bidder's bid non-responsive. In addition, if any "alternatives" or "proposed equals" are proposed by the bidder, the bidder must submit a request for substitution of proposed equal to the City within ten (10) working days of the bid closing date. This request shall include any and all appropriate data substantiating that the proposed item is "equal" to the item listed in the specifications. Failure to submit said request within the required timeframe shall be cause for its immediate rejection by the City. The City shall review the bidder's submission and shall render a decision no later than five (5) business days before the bid closing date. The bidder shall be notified in writing of the City's decision. The City reserves the right to reject any and all bids that do not meet the bid requirements and/or those bids submitted with "alternatives" or "proposed equals" that have not been previously approved by the City. All requests

IFB S-1255

Provide all Materials, Labor, and Equipment for the Installation of Wall Attached Telescoping Bleachers in the gymnasium at the Garden Grove Sports and Recreation Center

BID SPECIFICATIONS (PAGE 3 OF 3)

for substitution or proposed equals shall be submitted via email to Sandra Segawa (sandras@ggcity.org).

REQUIRED PERMITS/LICENSES:

- Prospective Contractors must possess a valid State of California Class A General Contractor license or C61-D34 Specialty License to perform the work herein.
- The successful bidder must obtain a City of Garden Grove business license before the work can commence.
- Contractor and all sub-contractors must be registered with the Department of Industrial Relations at the date and time that a bid is submitted.

REMOVAL AND DISPOSAL OF EXISTING EQUIPMENT:

- The existing bleachers in the gymnasium have already been removed so please do NOT include this work in the bid pricing.

WARRANTY:

- Bid proposal to include information on the warranty of the product including length of the warranty, parts and labor, and exclusions to the policy. If an extended warranty is available please include the cost on the Bid Pricing Sheet (ATTACHMENT "B"). Adding the extended warranty to the contract will be an additional option, which will be at the sole option of the City based on available funds. This Option A will NOT be used to determine the lowest responsible bidder.

EQUIPMENT:

- Any equipment needed/rented for this project shall be at the expense of the Contractor and included in the bid pricing.

BID PRICING:

- Contractor must include prevailing wage and include all materials, equipment, labor, delivery required to perform all aspects of the work herein.
- Contractor must include a Schedule of Values which includes the price breakdown of labor and cost of materials of the total bid amount submitted. Partial bids will NOT be accepted for any reason and will be deemed as non-responsive by the City.

ATTACHMENT "B"

(BID PRICING)

**SECTION 2 - BID PRICING
THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840**

To: THE HONORABLE MAYOR AND CITY COUNCIL

The undersigned having carefully examined the Plans and Specifications to Provide all Materials, Labor, and Equipment for the Installation of wall attached telescoping bleachers in the gymnasium at the Garden Grove Sports and Recreation Center, located at 13641 Deodara Avenue, Garden Grove CA 92840. HEREBY PROPOSE to furnish all labor, materials, and equipment and do all the work required to complete work in accordance with the Plans and Specifications for the sum of:

BID PROPOSAL			
Item	Address	Description	Total Cost
1.	13641 Deodara Ave. Garden Grove, CA 92840	Provide all Materials, Labor, and Equipment for the Installation of Gymnasium Bleachers at the Garden Grove Sports and Recreation Center	\$ 57,500.00
PARTIAL BIDS WILL NOT BE ACCEPTED!			
TOTAL COST of Project In Written Words			
Fifty-seven thousand - five hundred dollars + 00/100¢			
Lump Sum (Including all applicable sales tax)			
The above bid price includes all applicable taxes for the pricing proposed in this submittal. Note: In case of discrepancy between the words and figures, the words prevail.			

OPTION A: EXTENDED WARRANTY: \$ 0.00

It is understood and agreed that:

- No added cost for 5 year warranty based on yearly service and inspection performed by Certified Interlock installer, hired by City -

- (a) No verbal agreement or conversation with any officer, agent or employee of CITY, either before or after the execution of the Agreement shall affect or modify any of the terms or obligations of this Proposal.
- (b) CITY will not be responsible for any errors or omissions on the part of the undersigned in making up his bid, nor will bidders be released on account of errors.

(c) The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

(d) The Bidder acknowledges receipt of amendments to the Solicitation and related documents numbered and dated:

<u>Amendment No.</u>	<u>Date</u>
# 1	June 11, 2019

(e) undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Check below where appropriate:

Partnership: That _____ are partners, doing
(Names of all Partners)

business under the firm name of _____ and
that the co-partnership makes the accompanying proposal.

Corporation: That Mike Kurnik, Vice President ^{***See attached authorization} of
(President or Secretary)

California Facility Specialties, Inc.
(Name of Corporation) makes the accompanying proposal.

Individual: That _____ is the bidder and makes the
(Name of Individual)
accompanying proposal.

Date: _____

California Facility Specialties, Inc.
Company Name

161 Mercury Circle
Address

Pomona CA 91768

City - State - Zip

909-599-1200

Telephone Number

mkurnik@cafacilityspec.com

Email Address

944687

CA Contractors License Number

100000519

DIR Registration Number

California Facility Specialties, Inc.

Bidder's Name (Please Print)


Authorized Signature

**CALIFORNIA FACILITY SPECIALTIES, INC.
SPECIAL DIRECTORS' MEETING**

The undersigned, being all of the Directors of California Facility Specialties, Inc. (the "Company"), a California corporation, held a special meeting of the corporation on the first Friday of April, 2017 for the purposes of electing a vice president of the Company.

RESOLVED, that Michael Kurnik will continue as Vice President of the Company effective as of the date of the signing of this Action to serve for a three year term to expire upon the earlier of the April 2020 Annual Meeting of the Board of Directors or his resignation as Vice President of the Company.

RESOLVED, FURTHER that the Vice President is hereby authorized to sign such documents for the Company as may be required, including but not limited to performance and payment bonds, bank documents, checks and contracts on behalf of the Company as may be required.

Dated this 1st day of April, 2017.



Michael J. Ferrara

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 Date: 7/9/2019
authorizing the City Manager
to waive the formal bidding
process to proceed with
emergency repairs to Well
No. 31. (Cost: \$163,945)
(Action Item)

OBJECTIVE

To present to the City Council a resolution authorizing the City Manager or his designee to waive the formal bidding process as an emergency condition, declaring the necessity thereof, and authorizing staff to proceed with emergency repairs to well No. 31.

BACKGROUND

On March 21, 2019, after obtaining quotes from three different vendors, Water Services staff requested a purchase order to pull and inspect Well 31 pump due to the pump locking up and failing to pump water from the well. Best Drilling and Pump, Inc. was the lowest quote and has pulled the well equipment. Their inspection revealed the pump needs rebuilding and all pump shafts and columns need to be replaced.

DISCUSSION

Well 31 is located at Lampson Reservoir and provides a significant source of water to the reservoirs when demands on the distribution system increase. The total cost of these services and repairs will be \$163,945.00.

The well remains out of service and Best Drilling and Pump, Inc. is waiting for authorization to proceed with the repairs. Water Services staff has been able to operate the Lampson Reservoir site while Well 31 has been out of service, however, as the peak season for water use begins, additional adjustments could lead to increased costs for energy and staff time to meet these additional demands. The Lampson Reservoir site is crucial for meeting demands placed on the distribution system during times of emergencies and must be available for events such as fires

and earthquakes.

Well 31 is a primary source for filling the 8 million gallons of storage at Lampson Reservoir, and therefore needs to be repaired as soon as possible. Due to the critical nature of the situation, Staff has received authorization from the City Manager to approve the extension and increase of P.O. 159707 with Best Drilling and Pump, Inc. by \$163,945.00 to cover all costs associated with repairing Well 31.

FINANCIAL IMPACT

There is no impact to the General Fund. The total cost of all services and repairs is \$163,945.00 and will be funded by the Water Enterprise Funds appropriated in this Fiscal Year 2019-20.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution authorizing the City Manager or his designee to waive the formal bidding process as an emergency condition, declaring the necessity thereof, and authorizing staff to proceed with emergency repairs to well No. 31.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	7/3/2019	Resolution	7-9-19_GG_Resolution_Approving_Well_31_Emergency_Repairs.pdf

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO WAIVE THE FORMAL BIDDING PROCESS AS AN EMERGENCY CONDITION, DECLARING THE NECESSITY THEREOF, AND AUTHORIZING STAFF TO PROCEED WITH EMERGENCY REPAIRS TO WELL NO. 31.

WHEREAS, Sections 22035 and 22050 of the Public Contracts Code provide that upon adoption by the City Council by a four-fifths vote of a resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property in order to proceed with emergency work without notice for bids to let a contract for such emergency work; and,

WHEREAS, the staff report accompanying this Resolution sets forth the facts supporting a finding that an emergency exists relating to the condition of Water Well No. 31 and that the public interest and necessity demand the immediate expenditure of funds to rebuild the pump and replace all pump shafts and columns at the well to safeguard life, health or property; and

WHEREAS, Section 22050 also provides that the resolution may delegate to the City Manager, or other officer, the authority to order any action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let the contracts; and

WHEREAS, the City Manager has ordered that the work commence in order to bring the well back into production as expeditiously as possible.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INDIO, CALIFORNIA, HEREBY RESOLVES, FINDS AND DETERMINES AS FOLLOWS:

1. That the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property in order to proceed with emergency work for the rebuilding of the pump and replacing of all pump shafts and columns of Well No. 31.
2. That the emergency will not permit a delay that would result from a competitive solicitation for bids and that action is necessary to respond to the emergency related to the conditions of the well.
3. That the City Manager or his designee is hereby authorized to order any action required to remedy the emergency relating to the condition of the well and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts.
4. That to the extent the City Manager has already authorized the work to be commenced, the City Manager's actions authorizing the emergency work are hereby approved and ratified.

PASSED, APPROVED, and ADOPTED this 9th Day of July, 2019.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott Stiles From: Maria Stipe
Dept.: City Manager Dept.: Deputy City Manager
Subject: Authorization to enter into an agreement with Dewberry Architects, Inc., to conduct a space needs assessment of the Garden Grove Police Department facilities. (Cost: \$225,045) (Action Item) Date: 7/9/2019

OBJECTIVE

For City Council to authorize entering into a professional services contract with Dewberry Architects, Inc. to conduct a space needs assessment of the Garden Grove Police Department facilities.

BACKGROUND

The Garden Grove Police Department is currently housed in five separate buildings at three different locations across the City. The main police building, the property annex building, and the juvenile justice center building are located at 11301 Acacia Parkway on a 4-acre parcel. The special services annex is located at 11400 Stanford Avenue and the property and evidence storage building is located at 11554 Salinaz Drive. The facilities were constructed as early as 1970 and serve essential functions necessary for the daily operations of the Police Department.

For many years, the Garden Grove Police Department has managed to utilize its existing facilities to accommodate the department's needs. However, as the City population has grown and additional officers have been hired to serve the community, the Garden Grove Police Department has outgrown its facilities. With a current department size of 168 sworn officers, 68 civilian personnel, and 57 part-time staff, limited space is available for officers' daily operations. Furthermore, as a part of the Measure O Public Safety Plan, the addition of 16 additional police officers and police support personnel will further reduce the functional work space at the Police Department.

DISCUSSION

Conducting a space needs assessment is the first step to understanding a

department's facility needs in the larger framework of infrastructure improvements. A space needs assessment will not only provide the City with a better idea of the physical square footage necessary to effectively house our growing department, but will also provide the City with information to better understand its future growth needs.

On February 22, 2019, staff formally issued an RFP for Space Needs Assessment services and shortly thereafter, on March 5, 2019, conducted a non-mandatory pre-proposal meeting and facilities site walk. On April 1, 2019, staff received proposals from four firms. Staff from the City Manager's Office, Police Department, and Public Works Department reviewed each of the proposals, scoring them according to their experience and qualifications (40%), work plan and ability to meet the City's needs (30%), and proposed cost (30%). The two top ranking firms were invited to interviews in order to provide additional information regarding their proposals. Upon conducting final interviews and considering best and final pricing proposals of the top two firms, Dewberry Architects, Inc. was unanimously selected as the most qualified and experienced firm capable of meeting the City's needs.

FINANCIAL IMPACT

The cost of the contract is \$225,045. Funds are budgeted in the Fiscal Year 2019-20 City budget.

RECOMMENDATION

It is recommended that the City Council:

- Authorize entering into a professional consulting services to Dewberry Architects, Inc. for the purpose of conducting a Space Needs Assessment of the Garden Grove Police Department facilities in the amount of \$225,045; and
- Authorize the City Manager or his designee to execute the agreement and make any modifications as needed on behalf of the City.

By: Shawn Park, Sr. Administrative Analyst

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: 7/9/2019
 from the meeting held on
 June 25, 2019. (*Action
 Item*)

Attached are the minutes from the meeting held on June 25, 2019, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	7/3/2019	Minutes	cc-min_06_25_2019.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, June 25, 2019

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

CONVENE CLOSED SESSION

At 6:17 p.m., Mayor Jones convened Closed Session in the Council Chamber.

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 6:25 p.m

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

RECESS CLOSED SESSION

At 6:18 p.m., Mayor Jones recessed Closed Session.

RECONVENE CLOSED SESSION

At 6:19 p.m., Mayor Jones reconvened Closed Session in the Founders Room to discuss the following Closed Session items with Council Members Brietigam, T. Nguyen, Bui, K. Nguyen, and Klopfenstein present.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): One potential case.

ADJOURN CLOSED SESSION

At 6:30 p.m., Mayor Jones adjourned Closed Session.

CONVENE REGULAR MEETING

At 6:35 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

RECESS MEETING

At 6:36 p.m., Mayor Jones recessed the meeting.

RECONVENE MEETING

At 7:00 p.m., Mayor Jones reconvened the meeting with all Council Members present.

COMMUNITY SPOTLIGHT IN RECOGNITION OF THE GARDEN GROVE STRAWBERRY FESTIVAL ASSOCIATION FOR ORGANIZING THE 2019 GARDEN GROVE STRAWBERRY FESTIVAL

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

City Manager Stiles introduced Mark Ladney, Animal Care Supervisor, who provided tips for keeping pets safe and calm during the July 4th holiday.

ORAL COMMUNICATIONS

Speakers: Leland Sisk, Tom Raber, Nicholas Dibs, Kim Tran, Anh Do, Joyce Basch, Maureen Blackmun.

Correspondence submitted by: Leland Sisk, Nicholas Dibs.

COUNCIL MEMBER T. NGUYEN RECUSED HERSELF FROM THE MEETING DUE TO ANY PERCEIVED CONFLICT OF INTEREST REGARDING HER POSITION AS A VOLUNTEER BOARD MEMBER OF THE SOUTH VIETNAMESE MARINES VETERAN CHARITIES ASSOCIATION, AND LEFT THE COUNCIL CHAMBER AT 7:41 P.M.

CONSIDERATION OF A WRITTEN REQUEST TO WAIVE FEES FOR THE USE OF ATLANTIS PLAY CENTER FOR THE MID-AUTUMN CHILDREN'S FESTIVAL HOSTED BY THE SOUTH VIETNAMESE MARINES VETERAN CHARITIES ASSOCIATION ON SATURDAY, SEPTEMBER 7, 2019

Following staff introduction and City Council discussion, it was moved by Council Member Bui, seconded by Mayor Jones that:

Fees, in the amount of \$498.75, be waived for the South Vietnamese Marines Charities Association for the use of the Atlantis Play Center for the Mid-Autumn Children's Festival on Saturday, September 7, 2019.

The motion carried by a 6-0-1 vote as follows:

Ayes: (6) Brietigam, O'Neill, Bui, Klopfenstein, K. Nguyen,
Jones
Noes: (0) None
Absent: (1) T. Nguyen

COUNCIL MEMBER T. NGUYEN RETURNED TO THE MEETING AT 7:53 P.M.

RECESS

At 7:54 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 8:09 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF MEASURE M2 FISCAL YEAR 2019-20 SEVEN-YEAR CAPITAL IMPROVEMENT PLAN, AND ADOPTION OF A RESOLUTION CONCERNING THE STATUS AND UPDATE OF THE CIRCULATION ELEMENT AND MITIGATION FEE PROGRAM

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

Fiscal Year 2019-20 Measure M2 Seven – Year Capital Improvement Plan, be adopted; and

Resolution No. 9568-19 entitled: A Resolution of the City Council of the City of Garden Grove concerning the status and update of the Circulation Element, and Mitigation Fee Program for the Measure M (M2) program, 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 TO EXONERATE THE IMPROVEMENT BONDS FOR TRACT MAP NO. 18117, LOCATED AT 12111 BUARO STREET, GARDEN GROVE

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

Improvement bonds for Tract Map No. 18117, located at 12111 Buaro Street, Garden Grove, be exonerated.

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 CSG CONSULTANTS, INC., TO PROVIDE PROFESSIONAL PLANNING CONTRACTUAL SERVICES

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

An amendment to the agreement with CSG Consultants, Inc., to add \$50,000 to the existing agreement, be approved.

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

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

APPROVAL OF AN AGREEMENT WITH SIEMENS INDUSTRY, INC., TO PERFORM AN INVESTMENT GRADE ENERGY AUDIT ON WATER PRODUCTION FACILITIES (Continued from June 11, 2019.)

This matter was considered later in the meeting.

ADOPTION OF A RESOLUTION IMPLEMENTING TERMS AND CONDITIONS OF EMPLOYMENT FOR MIDDLE MANAGEMENT, TO BE THE SAME AS OCEA AND THE EMPLOYEES LEAGUE

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

Resolution No. 9569-19 entitled: A Resolution of the City Council of the City of Garden Grove establishing salaries, fringe benefits and exempting middle

management classifications from Municipal Code Section 2.44.390 and overtime, be adopted.

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

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

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON JUNE 11, 2019
(F: Vault)

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

The minutes from the meeting held on June 11, 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 (F: 60.5)

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

Regular Warrants 651542 through 651937; Wires W2522 through W2534; be received and filed 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 183321 through 183371; Direct Deposits D349804 through D350502; and Wires W2602 through W2605; be received and filed 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

APPROVAL TO WAIVE FULL READING OF ORDINANCES LISTED

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

APPROVAL OF AN AGREEMENT WITH SIEMENS INDUSTRY, INC., TO PERFORM AN INVESTMENT GRADE ENERGY AUDIT ON WATER PRODUCTION FACILITIES (Continued from June 11, 2019.)

Following City Council comments, it was moved by Council Member Bui, seconded by Council Member O'Neill that:

An agreement with Siemens Industry, Inc., in the amount of \$70,000, to perform an investment grade energy audit on various water production facilities, be approved; and

The City Manager be authorized to execute the agreement on behalf of the City including any minor modifications as needed.

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

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

PUBLIC HEARING – ADOPTION OF RESOLUTIONS AND APPROVAL THE PROPOSED BIENNIAL BUDGET FOR FISCAL YEARS 2019-20 AND 2020-21 (F: 34.1)

Following City Manager Stiles' introduction, Finance Director Song's presentation and City Council discussion, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Nicholas Dibs

With no further response from the audience, Mayor Jones closed the public hearing.

After further City Council discussion, it was moved by Mayor Jones, seconded by Council Member Bui that:

Resolution No. 9570-19 entitled: A Resolution of the City Council of the City of Garden Grove adopting basic services, cable services, grant services, water services, capital improvements, special assessments relating to Street Lighting, Main Street and Parking District, Tourism Improvement District, and Park Maintenance District Budgets for Fiscal Year 2019-20 and Fiscal Year 2020-21, be adopted;

Resolution No. 9571-19 entitled: A Resolution of the City Council of the City of Garden Grove adopting an appropriations limit for Fiscal Year 2019-20 implementing Article XIII B of the State Constitution pursuant to Section 7900 et seq. of the Government Code, be adopted;

Resolution No. 9572-19 entitled: A Resolution of the City Council of the City of Garden Grove appropriating fund balances as of June 30, 2019, to reserves for future year reappropriation, be adopted;

Resolution No. 9573-19 entitled: A Resolution of the City Council of the City of Garden Grove reappropriating certain Fiscal Year 2018-19 project balances and encumbrances for the Fiscal Year 2019-20, be adopted;

Resolution No. 9574-19 entitled: A Resolution of the City Council of the City of Garden Grove adopting the Garden Grove Housing Authority Budget for Fiscal Year 2019-20 and Fiscal Year 2020-21, be adopted;

The Water Supply Program Budget for Fiscal Year 2019-20 and Fiscal Year 2020-21, be adopted;

The Overnight Conference and Training List for Fiscal Year 2019-20 and Fiscal Year 2020-21, be approved; and

A Classification Specification for the creation of the Emergency Operations Coordinator classification, be approved.

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

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

PUBLIC HEARING – ADOPTION OF A RESOLUTION ESTABLISHING AND AMENDING USER FEES FOR VARIOUS CITY SERVICES (F: 60.2A)

Following Finance Director Song's presentation and City Council discussion, Mayor Jones declared the public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Leland Sisk

With no further response from the audience, Mayor Jones closed the public hearing.

Following City Council comments, and a change to the Massage Operator Permits fee to be \$661.00 as requested by Council Member Bui, it was moved by Council Member O'Neill, seconded by Council Member Klopfenstein that:

Resolution No. 9575-19 entitled: A Resolution of the City Council of the City of Garden Grove establishing and amending user fees for various City services, 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

PUBLIC HEARING - ADOPTION OF A RESOLUTION CONFIRMING THE GARDEN GROVE TOURISM IMPROVEMENT DISTRICT ADVISORY BOARD REPORT AND LEVYING AN ASSESSMENT FOR FISCAL YEAR 2019/2020 (F: 32.1)

Following staff's presentation, Mayor Jones declared the Public hearing open and asked if anyone wished to address the City Council on the matter.

Speakers: Leland Sisk

There being no further response from the audience, the public hearing was declared closed.

The City Clerk announced that there were no protests received.

Following City Council questions and City Attorney Sandoval's clarification that the hotels within the Improvement District are self-assessed and have chosen to be in the District, it was moved by Council Member Klopfenstein, seconded by Council Member K. Nguyen that:

Resolution No. 9576-19 entitled: A Resolution of the City Council of the City of Garden Grove confirming the Garden Grove Tourism Improvement District Advisory Board Report, and levying the assessment for the Garden Grove Tourism Improvement District for Fiscal Year 2019-20, 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

APPOINTMENT TO FILL THE VACANCY ON THE TRAFFIC COMMISSION

This matter was continued to the July 9, 2019, regular meeting.

AWARD OF CONTRACT TO VASILJ INC., FOR PROJECT NO. 7414 CANNERY-
IMPERIAL INTERIM STORM DRAIN IMPROVEMENTS

Following staff introduction and comments from Council Member T. Nguyen and Council Member Bui expressing support for the project as it will mitigate flooding issues, it was moved by Council Member T. Nguyen, seconded by Council Member Klopfenstein that:

A contract be awarded to Vasilj Inc., in the amount of \$3,578,650, for Project No. 7414 Cannery-Imperial Interim Storm Drain Improvements from Gilbert Street and Imperial Avenue to Garden Grove Boulevard and Cannery Street; and

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

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

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

ADOPTION OF A RESOLUTION IMPLEMENTING TERMS AND CONDITIONS OF
EMPLOYMENT FOR CENTRAL MANAGEMENT AND CITY MANAGER, TO BE THE SAME
AS OCEA, EMPLOYEE'S LEAGUE, AND MIDDLE MANAGEMENT

Following staff introduction and City Council comments, it was moved by Council Member K. Nguyen, seconded by Council Member T. Nguyen that:

Resolution No. 9577-19 entitled: A Resolution of the City Council of the City of Garden Grove establishing salaries, fringe benefits and exempting central management classifications from Municipal Code Section 2.44.390 and Overtime, and adjusting the City Manager base salary, 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 A SECOND AMENDMENT TO THE AGREEMENT WITH GEO GROUP INC., FOR FISCAL YEARS 2019-22 TO PROVIDE JAIL BOOKING AND SECURITY

Following staff introduction and City Council comments, it was moved by Council Member Brietigam, seconded by Council Member Klopfenstein that:

The second amendment to the agreement with GEO Group Inc., in the amounts not to exceed \$591,548 for Fiscal Year 2019-20, \$609,294 for Fiscal Year 2020-21, and \$627,573 for Fiscal Year 2021-22, be approved; and

The City Manager or his designee be authorized to sign the agreement and make any modifications as needed on behalf of the City.

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

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

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2906
(F: 60.11)

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

Following the reading of the title of Ordinance No. 2906 into the record, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

Ordinance No. 2906 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, 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

SECOND READING AND ADOPTION, BY TITLE ONLY, OF ORDINANCE NO. 2892
(F: 60.11)

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

Following the reading of the title of Ordinance No. 2892 into the record, it was moved by Mayor Jones, seconded by Council Member Klopfenstein that:

Ordinance No. 2892 entitled: An Ordinance of the City Council of the City of Garden Grove authorizing an amendment to the contract between the City Council of the City of Garden Grove and the Board of Administration of the California Public Employees' Retirement System, be adopted.

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

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

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

Council Member Brietigam stated he attended the Neighborhood Meeting in District 1 for the project on Valley View Street and that it was very well received. He asked for improved customer service and follow-up from City Hall staff. He stated that he would like to see a Youth Commission and suggested combining it with the Parks, Recreation and Arts Commission. He stated that he would like the City Council to consider a small amount of money for council district budgets for the purpose of events and public outreach.

Council Member Brietigam moved, seconded by Council Member Bui that:

Council district budgets be listed on the next 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

Council Member Brietigam announced the recent passing of a long time Garden Grove scout leader, Darlene Wiertzema, and asked the Mayor to adjourn tonight's meeting in her memory.

Council Member O'Neill praised the City's Community Services Department in providing programs for the public and encouraged residents to visit the City's website to view the online summer guide.

Council Member K. Nguyen noted that there were 150 people who attended the summer kick-off outdoor movie series to see Ralph Breaks the Internet; and she announced the summer concert series kick-off event with Cat Reed and the Back

Alley on Wednesday at 6:30 p.m. at the Elks Lodge. She commended City staff on the new floor installed at the Gym. She recognized Shawn Park with the City Manager's Office on his work collaborating with the Census Bureau on behalf of the City on the upcoming 2020 Census. She noted that she attended the study session conducted by the Parks, Recreation and Arts Commission at Woodbury Park for community input for design ideas and expressed her excitement that staff has applied for a grant that would be used for park improvements. She noted that the residents who attended the study session brought up code enforcement issues; and she asked for full-time park patrol staffing as currently there are two part time park patrol and 21 city parks. She noted that on a recent tour of parks, she saw issues related to homelessness and drug and alcohol use at the parks. She asked that the restrooms be kept clean for residents who pay to use the park. She expressed her pleasure in the newly installed left turn light at the Haster/Lampson intersection.

Council Member Klopfenstein announced Vector Control's latest marketing campaign "Tip and Turn" to remind everyone to eliminate standing water on their property as well as checking screens and applying bug repellent. Vector Control will no longer spray; however, when called they will reach out and educate on how to minimize mosquitoes and other vectors. She commented on a recent coyote siting she experienced after the last City Council meeting with two on her property and two in the street. She noted the need to be proactive and expressed concern for coyotes forming a pack and the potential danger to people, children and pets.

Council Member Bui noted he has seen numerous fearful postings on Facebook about coyotes, and he expressed that while he understood the complexity on mitigating coyote activity in neighborhoods, it is important that the City take action. He asked that staff work on a plan to provide a detailed study and presentation on options to mitigate coyote activity.

Council Member Klopfenstein strongly urged residents to attend meetings offered, whether it be neighborhood groups or the City, on important topics and not to rely on messages posted on Facebook.

City Manager Stiles thanked the City Council for their support and comments on the biennial budget. He noted the delegation from Garden Grove's Sister City Anyang, Korea will be in Garden Grove over the next several days. There will be a ground breaking for the BN Group Hotel on Harbor Boulevard south of the 22 freeway across the street from the new Kia Dealership on Thursday. He stated that staff will research and provide a study on the coyote issue, noting that it is complex. The City does have a coyote hotline, which helps to determine hotspots for activity. He is excited about the prospect of getting grant funds to improve Woodbury Park, and the Community Services Director will work on identifying possible funding for increased park patrol. He thanked Council Member Brietigam for his comments regarding the need for improved communication with the public.

City Attorney Sandoval reported that during Closed Session, the City Council

unanimously authorized the City Attorney's Office to commence civil abatement proceedings for property located at 11402 Frederick Drive, Garden Grove.

Mayor Jones noted that tonight's meeting would be adjourned in the memory of Darlene Wiertzema, a 30 plus year Garden Grove scout leader; and also Garden Grove native, graduate of Rancho Santiago High School, and accomplished football player and coach, Kyle Parrish.

ADJOURNMENT

At 10:22 p.m., Mayor Jones adjourned the meeting in memory of Darlene Wiertzema, and of Kyle Parrish. The next City Council Meeting will be held on Tuesday, July 9, 2019, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Receive and file warrants. Date: 7/9/2019
(Action Item)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	6/28/2019	Warrants	07-9-19_CC_Warrants_(06-27-19).pdf
Warrants	6/28/2019	Warrants	07-9-19_CC_Warrants_(07-01-19).pdf
Payroll Warrant	7/3/2019	Warrants	7-9- 19_PAYROLL_WARRANT_REGISTER_07- 04-19.pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651808	AMERICAN PUBLIC WORKS ASSOCIATION	REV & VOID	-1,281.14 *
651938	UNION BANK	ADVERTISING	1,094.12
		OTHER RENTALS	1,187.26
		DUES/MEMBERSHIPS	75.00
		TUITION/TRAINING	212.53
		TAXES/LICENSES	52.99
		FOOD	13.96
		OTHER PROF SUPPLIES	508.42
		OFFICE SUPPLIES/EXP	722.78
		AWARDS/TROPHIES	517.85
			4,384.91 *
651939	UNION BANK	OTHER PROF SERV	90.00
		FACT:CAC EXP	23.91
		FOOD	50.37
		BOTTLED WATER	20.50
		OTHER FOOD ITEMS	-55.49
		OFFICE SUPPLIES/EXP	115.14
		MINOR FURN/EQUIP	152.15
		OTHER MINOR TOOLS/EQ	81.85
		AUDIO/VISUAL SUPP	312.29
		OTHER REC/CULT SUPP	103.58
		SIGNS/FLAGS/BANNERS	31.18
			925.48 *
651940	UNION BANK	NETWORKING SERVICES	395.87
		TELEPHONE EQUIP	159.86
		NETWORKING SUPPLIES	126.70
		SOFTWARE	412.99
		OFFICE SUPPLIES/EXP	1,274.50
		MINOR OFFICE FURN/EQ	259.78
			2,629.70 *

PAGE TOTAL FOR "*" LINES = 6,658.95

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651941	UNION BANK	LODGING	1,314.96
		TUITION/TRAINING	1,134.42
		FOOD	302.59
		OTH FINES/PENALTIES	25.00
			2,776.97 *
651942	UNION BANK	LODGING	735.11
		REGISTRATION FEES	95.00
		TUITION/TRAINING	481.56
		OFFICE SUPPLIES/EXP	248.65
			1,560.32 *
651943	UNION BANK	REGISTRATION FEES	2,460.00
		TUITION/TRAINING	1,351.63
			3,811.63 *
651944	UNION BANK	MV GAS/DIESEL FUEL	779.42 *
651945	UNION BANK	MV GAS/DIESEL FUEL	481.96 *
651946	UNION BANK	MV GAS/DIESEL FUEL	592.57 *
651947	UNION BANK	OTHER RENTALS	486.59
		FACT:YTH ENRCH	158.26
		FACT:PROGRAM EXP	237.00
		FACT:CAC EXP	121.90
		FACT:STGTH FTHRS	179.29
		ARTIFICIAL PLANTS	29.36
		FOOD	88.98
		FOOD SERV SUPPL	218.07
		OTHER FOOD ITEMS	345.14
		HSHLD EQUIP/SUPPLIES	44.38
		OFFICE SUPPLIES/EXP	57.40
		CRAFT SUPPLIES	14.99
		OTHER REC/CULT SUPP	625.76
			2,607.12 *
651948	UNION BANK	FOOD SERV SUPPL	173.14
		BOTTLED WATER	26.58
		OTHER FOOD ITEMS	661.13
		MEDICAL SUPPLIES	93.87
		TELEPHONE EQUIP	108.73
		HSHLD EQUIP/SUPPLIES	291.79

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651949	STATE OF CALIF-FRANCHISE TAX BOARD	MINOR OFFICE FURN/EQ	65.23
651950	CHILD SHUTTLE	MINOR FURN/EQUIP	757.28
651951	*CHO, HAN J	OTHER MINOR TOOLS/EQ	136.38
651952	FELLNER, STEVE	AWARDS/TROPHIES	30.00
651953	GUERRERO, PAUL	OTHER REC/CULT SUPP	602.84
651954	HERNANDEZ, GARY		2,946.97 *
651955	HIGHLAND PRODUCTS GROUP LLC THE PARK CATALOG	WAGE ATTACHMENT	2,359.64 *
651956	*LEE, GRACE	FaCT:YTH ENRCH	472.50 *
651957	*LOERA JR, RAFAEL	MED TRUST REIMB	2,649.92 *
651958	SAMHO TOUR INC	MED TRUST REIMB	1,154.00 *
651959	*SANCHEZ, DAVID	MED TRUST REIMB	660.00 *
651960	*WARDLE, SANTA	MED TRUST REIMB	250.00 *
651961	WILDER, CANDY	MINOR FURN/EQUIP	1,958.00 *
651962	*VALDIVIA, CLAUDIA	DEP CARE REIMB	192.30 *
651963	SAUNDERS, JULIETTE	MED TRUST REIMB	262.00 *
651964	GFOA	L/S/A TRANSPORTATION	3,450.00 *
651965	INTERNAL REVENUE SERVICE	DEP CARE REIMB	115.38 *
651986	DAVE & BUSTER'S SPECIAL EVENT CONTRACT	MED TRUST REIMB	349.00 *
		DEP CARE REIMB	375.13 *
		FaCT:CAC EXP	192.30 *
		DUES/MEMBERSHIPS	595.00 *
		WAGE ATTACHMENT	150.00 *
		OTHER PROF SERV	51.50 *
			1,760.55 *

PAGE TOTAL FOR "*" LINES = 19,944.19

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651967	MEERS, BRYAN	DEP CARE REIMB	192.30 *
651968	*VICTORIA, ROD	DEP CARE REIMB	192.30 *
651969	CIMA	MISC LIABILITY INS	978.19 *
651970	CALIFORNIA BUILDING OFFICIALS	DUES/MEMBERSHIPS	195.00 *
651971	KLOESS, GEOFFREY	DEP CARE REIMB	153.69 *
651972	AT&T CORP	TELEPHONE	1,703.39 *
651973	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	241.45 *
651974-651976	VOID WARRANTS		
651977	SO CALIF EDISON CO	ELECTRICITY	81,479.69 *
651978	VOID WARRANT		
651979	HOME DEPOT CREDIT SERVICES	OTHER FOOD ITEMS	12.62
		LABORATORY CHEMICALS	569.13
		MOTOR VEH PARTS	511.06
		PAINT/DYE/LUBRICANTS	300.08
		JANITORIAL SUPPLIES	124.78
		ELECTRICAL SUPPLIES	389.70
		HSHLD EQUIP/SUPPLIES	25.95
		PIPES/APPURTENANCES	50.70
		MAINT SUPP-TRAFF SIG	742.96
		AIR COND SUPPLIES	82.34
		OTHER MAINT ITEMS	861.92
		MINOR OFFICE FURN/EQ	183.76
		GEN PURPOSE TOOLS	494.43
		MINOR FURN/EQUIP	76.10
		OTHER MINOR TOOLS/EQ	496.19
		HARDWARE	1,097.08
		OTHER CONST SUPPLIES	64.18
			6,082.98 *
651980	AMERICAN PUBLIC WORKS ASSOCIATION	SOFTWARE	1,281.14 *
651981	*BANUELOS, ALEJANDRO	DEP CARE REIMB	333.33 *

PAGE TOTAL FOR "*" LINES = 92,833.46

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
651982	*CERDA, MARY	MED TRUST REIMB	29.22 *
651983	COMMUTE WITH ENTERPRISE	OTHER RENTALS	3,790.00 *
651984	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	447,893.36 *
651985	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,714.96 *
651986	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	107.67 *
651987	*PARDOEN, BRENT	MED TRUST REIMB	647.34 *
651988	SAUCEDO, DANA	MED TRUST REIMB	60.00 *
651989	TIME WARNER CABLE	NETWORK COMMUNICT	2,700.00 *
651990	*TRAVER, JUSTIN	MED TRUST REIMB	131.65 *
651991	*WARDLE, SANTA	MED TRUST REIMB	130.96 *
651992	WEX BANK DBA WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	0.00 *
651993	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	821.70 *
651994	TRANSAMERICA EMPLOYEE BENEFITS	LIFE INS PREMIUM	4,749.92 *
651995	M. GANNON ECKHARDT	MED TRUST REIMB	293.98 *
651996	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	733.75 220.00 953.75 *
651997	CORELOGIC SOLUTIONS, LLC	SOFTWARE	394.50 *
651998	TPX COMMUNICATIONS CO	TELEPHONE NETWORK COMMUNICT	1,646.91 1,269.10 2,916.01 *
651999	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	338.86 *
652000	MCI COMM SERVICE	TELEPHONE	34.29 *
652001	VOID WARRANT		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652002	SO CALIF EDISON CO	ELECTRICITY	8,668.95 *
652003	SO CALIF GAS CO	NATURAL GAS	210.39 *
652004	TIME WARNER CABLE	CABLE	348.71 *
652005-652192	VOID WARRANTS		
652193	ANTHONY JORDAN FERNANDEZ	VIDEO PRODUCTION EXP	225.00 *
652194	ALAN'S LAWN AND GARDEN CENTER INC.	REPAIRS-FURN/MACH/EQ	329.86 *
652195	MAYFLOWER DISTRIBUTING CO	OTHER REC/CULT SUPP	338.93 *
652196	ACCURATE MEASUREMENT SYSTEMS, INC.	ELECTRICAL SUPPLIES	8,632.33 *
652197	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	1,275.00 *
652198	*BANUELOS, ALEJANDRO	SAFETY EQ/SUPPLIES	240.00 *
652199	BAY ALARM COMPANY	MAINT OF REAL PROP	35.00 *
652200	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	387.19 *
652201	BISHOP CO.	WHSE INVENTORY	225.11 *
652202	BOLSA NURSERY	TREES	34.80 *
652203	CDW-GOVERNMENT INC	NETWORKING SUPPLIES	12,793.12 *
652204	CSG CONSULTANTS, INC.	OTHER PROF SERV	10,150.00 *
652205	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	9,686.38 *
652206	ST OF CALIFORNIA - DEPT OF INDUSTRIAL RELATIONS	MAINT-SERV CONTRACTS	675.00 *
652207	CERTIFIED TRANSPORTATION SERVICES, INC.	L/S/A TRANSPORTATION	1,364.22 *
652208	COLONIAL STAIR DESIGNS	MAINT OF REAL PROP	497.25 *
652209	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	2,465.00 *
652210	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	OTHER PROF SERV	12,436.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652211	DIAMOND ENVIRONMENTAL SERVICES	REPAIRS-FURN/MACH/EQ	260.85 *
652212	DOMINGUEZ, FRANK	OTHER PROF SERV	750.00 *
652213	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	588.00 *
652214	FEDERAL EXPRESS CORP	DELIVERY SERVICES	91.49 *
652215	GALVEZ, EVERARDO	OTHER PROF SERV	3,801.00 *
652216	GANAHL LUMBER COMPANY	HARDWARE	1,134.09 *
652217	GG CHAMBER COMMERCE	OTHER PROF SERV	2,500.00 *
652218	GUZMAN, JESSE	UNIFORM/TOOL ALLOW	800.00 *
652219	*LEDESMA, ANGELA	MILEAGE REIMB	33.64 *
652220	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	849.44 *
652221	HOME DEPOT CREDIT SERVICES	JANITORIAL SUPPLIES	529.93 *
652222	THE HOME DEPOT PRO	WHSE INVENTORY	2,110.05 *
652223	INTEGRA CHEMICAL COMPANY	WHSE INVENTORY	1,740.50 *
652224	J & M SERVICE, INC.	MOTOR VEH PARTS	107.61 *
652225	DANGELO CO	WHSE INVENTORY	822.15 *
652226	JAY'S CATERING	FOOD	247.00 *
652227	JOYA, AMANDA XAN	TENANT UTILITY REIMB	30.00 *
652228	*KHALIL, MARK	UNIFORM/TOOL ALLOW	800.00 *
652229	KINNEL, LEE J	WHSE INVENTORY	1,911.86 *
652230	*KIVLER, ROBERT	TUITION REIMB	1,249.00 *
652231	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	59.01 *
652232	LEE & RO, INC	ENGINEERING SERVICES	75,619.27 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652233	GALLS, LLC GALLS/QUARTERMASTER/ROY TAILORS	UNIFORMS	168.19 *
652234	MELLADY DIRECT MARKETING	OTHER PROF SERV	1,097.18 *
652235	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	2,162.62 *
652236	SUPERCO SPECIALTY PRODUCTS DIVISION OF MOMAR, INCORPORATED	WHSE INVENTORY	883.63 *
652237	MOMS ORANGE COUNTY	FaCT:STGTH FTHRS	840.00 *
652238	*MOORE, DOUGLAS	UNIFORM/TOOL ALLOW SAFETY EQ/SUPPLIES	800.00 234.83 1,034.83 *
652239	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	21,221.15 *
652240	VOID WARRANT		
652241	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	3,845.59 *
652242	NIAGARA PLUMBING	PIPES/APPURTENANCES	278.61 *
652243	OLD AMERICAN INCORPORATED	NETWORKING SUPPLIES SOFTWARE NETWORKING EQUIP	6,846.90 6,525.00 17,400.00 30,771.90 *
652244	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	1,950.00 *
652245	OCN, IND, WHJ	ADVERTISING	2,060.20 *
652246	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	2,117.39 *
652247	PEST OPTIONS, INC.	OTHER PROF SERV	917.25 *
652248	PETTY CASH-COMMUNITY SERV	FaCT:YTH ENRCH ADMN/ENTRANCE FEE FaCT:OFFICE EXP FaCT:PROGRAM EXP FaCT:CAC EXP FOOD FOOD SERV SUPPL OTHER FOOD ITEMS	29.19 60.00 63.45 30.44 34.77 40.50 32.61 124.31

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652249	POOL WATER PRODUCTS	CLASSROOM SUPPLIES	43.47
		CRAFT SUPPLIES	33.80
		OTHER REC/CULT SUPP	56.42
			548.96 *
652250	PRIME TRUCK TIRE SERVICE	OTHER MAINT ITEMS	71.82 *
652251	RADI'S CUSTOM UPHOLSTERY	REPAIRS-FURN/MACH/EQ	220.00 *
652252	REDFLEX TRAFFIC SYSTEMS, INC.	MOTOR VEH PARTS	4,850.00 *
652253	RICHARD FISHER ASSOCIATES	OTHER PROF SERV	30,800.00 *
652254	*RICHARDS, STEPHANIE	OTHER PROF SERV	5,963.37 *
652255	SAFETY 1st PEST CONTROL, INC	MILEAGE REIMB	10.44 *
652256	SAUCEDO, DANA	MAINT-SERV CONTRACTS	825.00 *
652257	SHOETERIA	TUITION REIMB	177.39 *
652258	SIEMENS INDUSTRY, INC. C/O CITIBANK (BLDG TECH)	SAFETY EQ/SUPPLIES	340.00 *
652259	SIMPSON CHEVROLET OF GG	ENRGY RETROFIT IMPRV	94,634.12 *
652260	SOCIALWISE CONSULTING, LLC	MOTOR VEH PARTS	20.69 *
652261	SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS	OTHER PROF SERV	1,750.00 *
652262	SOUTHERN COUNTIES OIL COMPANY	DUES/MEMBERSHIPS	17,516.00 *
652263	SPARKLETT'S	MV GAS/DIESEL FUEL	22,906.29 *
		BOTTLED WATER	124.77
		OTHER MAINT ITEMS	61.78
			186.55 *
652264	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,093.34 *
652265	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	34,246.81 *
652266	SUPERION LLC	OTHER PROF SERV	44,525.78 *

PAGE TOTAL FOR "*" LINES = 260,686.56

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652267	TIERRA WEST ADVISORS, INC	OTHER PROF SERV	2,102.92 *
652268	TYLER TECHNOLOGIES, INC.	OTHER PROF SERV	900.00 *
652269	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS	61.50 *
652270	UNIFIRST CORP	LAUNDRY SERVICES	2,633.62 *
652271	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	546.40 *
652272	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	46,789.66 *
652273	GRAINGER	WHSE INVENTORY ELECTRICAL SUPPLIES OTHER MAINT ITEMS GEN PURPOSE TOOLS OTHER MINOR TOOLS/EQ HARDWARE	1,185.81 336.26 1,327.65 1,103.65 1,499.34 78.75 5,531.46 *
652274	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	648.00 *
652275	WAXIE SANITARY SUPPLY	WHSE INVENTORY	3,510.20 *
652276	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	2,016.16 *
652277	WESTSIDE BUILDING MATERIALS CORP	WHSE INVENTORY	951.57 *
652278	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	83,883.44 *
652279	WEX BANK DBA WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	796.41 *
652280	DE NORA WATER TECHNOLOGIES, INC.	LABORATORY CHEMICALS	961.14 *
652281	LE, QUAN H.	TENANT UTILITY REIMB	11.00 *
652282	AVALOS-FARIAS, MARIO	TENANT UTILITY REIMB	24.00 *
652283	SAUNDERS, JULIETTE	OTHER PROF SERV	425.00 *
652284	DTNTech MARKETING	FACT:OFFICE EXP UNIFORMS OTHER CLOTHING ITEMS	241.43 2,487.11 2,954.47

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652285	GARCIA, MICAELA	PINS/MEMENTOS	1,160.78
652286	MIDWEST MOTOR SUPPLY CO INC KIMBALL MIDWEST		6,843.79 *
652287	*BARRIOS, JOSE	DEPOSIT REFUNDS	415.00 *
652288	MAI, NGOC HA THAI	MOTOR VEH PARTS	233.31 *
652289	MORALES, HUGO	DEPOSIT REFUNDS	500.00 *
652290	HUYNH, PETER CHANH	TENANT UTILITY REIMB	35.00 *
652291	BALDWIN, ROBERT	VIDEO PRODUCTION EXP	376.00 *
652292	MELIA HOMES INC	TENANT UTILITY REIMB	22.00 *
652293	JONASSON, MARY	TENANT UTILITY REIMB	24.00 *
652294	PREMIER ROOFING & BUILDING CO, INC.	DEPOSIT REFUND	3,500.00 *
652295	REYES, JOHNPIER	MISC REFUND	25.88 *
652296	RAMIREZ, GLENNY	BLDG PERMIT REFUND	1,190.84 *
652297	CUB SCOUT PACK	CITATION DIST	52.00 *
652298	AVALOS, BERTHA	CITATION DIST	79.00 *
652299	CREPES BONAPARTE CATERING	DEPOSIT REFUNDS	75.00 *
652300	JOSE CALDERON PEREZ	DEPOSIT REFUNDS	50.00 *
652301	DESIRAE SCANLAN BOYS & GIRLS CLUB	FACT:CAC EXP	441.49 *
652302	ORTIZ, MARIA	DEPOSIT REFUNDS	500.00
652303	RIVERO, JUAN	RECREATION REFUND	225.00
			725.00 *
		DEPOSIT REFUNDS	500.00 *
		DEPOSIT REFUNDS	1,100.00 *
		DEPOSIT REFUNDS	500.00 *

PAGE TOTAL FOR "*" LINES = 16,688.31

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652304	TRUJILLO, KELLY	DEPOSIT REFUNDS	250.00 *
652305	P.L. HAWN COMPANY, INC. AIR FILTRATION & POLLUTION CONT	AIR COND SUPPLIES	344.60 *
652306	FACTORY MOTOR PARTS CO	MOTOR VEH PARTS	477.87 *
652307	TIM HOGAN GRAPHICS	PRINTING	1,049.17 *
652308	WESTERN WATER WORKS	WHSE INVENTORY	5,676.52 *
652309	ORANGE COUNTY DEPT OF EDUCATION SUPERINTENDENT OF SCHOOLS	DEPOSIT REFUNDS	250.00 *
652310	S&S WORLDWIDE INC	OTHER REC/CULT SUPP	944.19 *
652311	*GRIFFIN, LARRY	SAFETY EQ/SUPPLIES	240.00 *
652312	CHEMEX INDUSTRIES	OTHER MAINT ITEMS	1,179.55 *
652313	GGEA	DEPOSIT REFUNDS	250.00
		ROOM FEE REFUND	30.00
			280.00 *
652314	AMERICAN WATER WORKS ASSOC.	DUES/MEMBERSHIPS	6,653.00 *
652315	TRAFFIC MANAGEMENT PRODUCTS INC.	OTHER MAINT ITEMS	999.49 *
652316	BADOUD, TOM	PINS/MEMENTOS	150.00 *
652317	GGUSD	DEPOSIT REFUNDS	500.00 *
652318	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	TUITION/TRAINING	390.00 *
652319	O'REILLY AUTO PARTS	MOTOR VEH PARTS	268.12 *
652320	IMPERIAL SPRINKLER SUPPLY INC	WHSE INVENTORY	1,337.83 *
652321	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,771.76 *
652322	JUST RSVP EVENTS	OTHER REC/CULT SUPP	136.25 *
652323	DISCOVERY SCIENCE CENTER	ADMN/ENTRANCE FEE	308.00 *
652324	INDOFF, INC.	TUITION/TRAINING	1,462.40 *

PAGE TOTAL FOR "*" LINES = 24,668.75

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652325	JM NURSERY	TREES	391.50 *
652326	*TRAN, MINH KYLE	SAFETY EQ/SUPPLIES	390.00 *
652327	JEANNE K. DUNHAM LCSW	FACT:CMT SUPVSOR	1,260.00 *
652328	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	FACT:EMRGCY NEEDS	250.00 *
652329	PARKINK	OTHER REC/CULT SUPP	2,620.15 *
652330	ASENCIO, SONIA LISA	TENANT UTILITY REIMB	22.00 *
652331	BATTERY SYSTEMS INC.	MOTOR VEH PARTS	1,691.55 *
652332	LABSOURCE, INC.	WHSE INVENTORY	2,866.65 *
652333	NGUYEN, BECKY	TENANT UTILITY REIMB	77.00 *
652334	ISERL, ALEXANDER	VIDEO PRODUCTION EXP PINS/MEMENTOS	788.50 512.50 1,301.00 *
652335	MENDEZ, RIGOBERTO	SAFETY EQ/SUPPLIES	179.44 *
652336	ENVIROCHECK	MAINT OF REAL PROP	795.00 *
652337	RIGHTIME HOME SERVICES	BLDG PERMIT REFUND ELECT PERMIT REFUND FEE REFUND	104.00 40.00 12.00 156.00 *
652338	NAPA AUTO PARTS	MOTOR VEH PARTS	9,445.79 *
652339	FASPENAL INDUSTRIAL CONSTRUCTION SUPPLY	WHSE INVENTORY	53.11 *
652340	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	1,540.81 *
652341	CANNON, TIMOTHY	SAFETY EQ/SUPPLIES	88.93 *
652342	*GOUNTOUMA, SOUMELIA	UNIFORM/TOOL ALLOW	248.79 *
652343	HF&H CONSULTANTS, LLC	OTHER PROF SERV	26,729.82 *

PAGE TOTAL FOR "*" LINES = 50,107.54

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652344	RPW SERVICES INC	OTHER PROF SERV	10,300.00 *
652345	TOPAZ ALARM CORP	OTHER PROF SERV FACT:OFFICE EXP	4,685.00 685.00 5,370.00 *
652346	YO-FIRE SUPPLIES	WHSE INVENTORY OTHER MAINT ITEMS	7,263.85 683.94 7,947.79 *
652347	GHULAM ASKARZADAH	TENANT UTILITY REIMB	66.00 *
652348	SIMPLE SOLUTIONS	OTHER PROF SERV	400.00 *
652349	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	1,478.91 *
652350	LIZ VASQUEZ	TUITION REIMB	329.01 *
652351	SOUTHERN COMPUTER WAREHOUSE	MINOR FURN/EQUIP	3,109.26 *
652352	*MEISLAHN, BRETT	UNIFORM/TOOL ALLOW	800.00 *
652353	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	2,207.04 *
652354	CALIFORNIA BUILDING OFFICIALS	TUITION/TRAINING	390.00 *
652355	AUTONATION FORD TUSTIN	MOTOR VEH PARTS	316.03 *
652356	GARDEN GROVE STRAWBERRY FESTIVAL ASSOCIATION	FACT:PROGRAM EXP FOOD	54.00 135.00 189.00 *
652357	STOMMEL INC DBA LEHR AUTO	MAINT-SERV CONTRACTS MOTOR VEH PARTS	3,793.48 47.41 3,840.89 *
652358	ANGELO TINA	PERMITS/OTHER FEES	350.00 *
652359	VALENZUELA, RAMON	FOOD	350.00 *
652360	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	237.00 *
652361	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA INC.	ENGINEERING SERVICES	17,145.00

PAGE TOTAL FOR "*" LINES = 37,680.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652362	BILL'S SOUND & SECURITY	PROJECT REAPPROP	482.50
			17,627.50 *
652363	CA SCIENCE CENTER FOUNDATION	MAINT-SERV CONTRACTS	345.00 *
652364	CITYSPAN TECHNOLOGIES, INC	ADMN/ENTRANCE FEE	570.75 *
652365	FEHR & PEERS	OTHER PROF SERV	750.00 *
652366	LOOPNET ATTN: ACCOUNTING DEPT- CONTRACTS	PROJECT REAPPROP	9,009.50 *
652367	PATRICK REED	OTHER PROF SERV	237.50 *
652368	AUSTIN POWELL	UNIFORM/TOOL ALLOW	400.00 *
652369	XEROX CORPORATION DBA: XEROX FINANCIAL	UNIFORM/TOOL ALLOW	800.00 *
652370	JTB SUPPLY CO INC	TAXES/LICENSES	465.48
		INTEREST COSTS	196.79
		LONG TERM DEBT	5,122.93
			5,785.20 *
652371	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT	MAINT SUPP-TRAFF SIG	12,628.06 *
652372	HERNANDEZ, LORENA	PERMITS/OTHER FEES	487.76
652373	HENNESSEY & HENNESSEY LLC	OTHER PROF SERV	243.88
652374	EBERHARD EQUIPMENT		731.64 *
652375	LOS ALAMITOS UNIFIED SCHOOL DISTRICT	MAINT-SERV CONTRACTS	5,400.00 *
652376	SORIANO, TERESA	OTHER PROF SERV	1,700.00 *
652377	TRUGREEN LIMITED PARTNERSHIP	HEAVY EQUIP RENTAL	924.38 *
		DEPOSIT REFUNDS	34.00 *
		TENANT UTILITY REIMB	77.00 *
		MAINT OF REAL PROP	24,692.78
		OTHER PROF SERV	10,973.12

PAGE TOTAL FOR "*" LINES = 57,020.53


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 06/27/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652378	GOLDENWEST LAWNMOWERS & SCOOTERS	HARDWARE	35,665.90 *
652379	TRAN, LIEN	TENANT UTILITY REIMB	66.34 *
652380	JOHN WALCUTT	OTHER MINOR TOOLS/EQ	85.00 *
W2535	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	271.88 *
W2536	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PENSION PAYMENT	405,604.33 *
W2537	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	493,512.72 *
W2538	MARYLAND CHILDD SUPPORT ACCOUNT	WAGE ATTACHMENT	3,137.98 *
W2539	M. R.	WAGE ATTACHMENT	343.38 *
W2540	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	1,015.39 *
			685,873.49 *

PAGE TOTAL FOR "*" LINES = 1,625,576.41

FINAL TOTAL 3,066,377.94*

DEMANDS #651938 - 652380 AND WIRES W2535 - W2540 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JUNE 27, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


 PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652381	ADAMS, WILLIAM	RENT SUBSIDY	1,053.00 *
652382	ALISO VIEJO 621, LP	RENT SUBSIDY	1,210.00 *
652383	ALPINE APTS	RENT SUBSIDY	5,448.00 *
652384	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	RENT SUBSIDY	1,249.00 *
652385	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	1,671.00 *
652386	ANAHEIM REVITALIZATION IV PARTNERS, LP	RENT SUBSIDY	898.00 *
652387	ANAHEIM REVITALIZATION PARTNERS III L.P	RENT SUBSIDY	341.00 *
652388	ARTESIA BOULEVARD 44, LLC	RENT SUBSIDY	2,445.00 *
652389	AYERS, MARILISA BRADFORD	RENT SUBSIDY	909.00 *
652390	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	814.00 *
652391	BEACHWOOD VILLAGE APARTMENTS	RENT SUBSIDY	1,274.00 *
652392	BUI JR, RICHARD	RENT SUBSIDY	3,674.00 *
652393	BUI JR, RICHARD	RENT SUBSIDY	506.00 *
652394	BUI, JIMMY QUOC	RENT SUBSIDY	3,918.00 *
652395	BUI, LAI	RENT SUBSIDY	1,032.00 *
652396	BUI, LAN HUYNH NGOC	RENT SUBSIDY	891.00 *
652397	BUI, MINH Q	RENT SUBSIDY	2,552.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652398	BUI, PHAT	RENT SUBSIDY	2,275.00 *
652399	BUI, SON MINH	RENT SUBSIDY	1,186.00 *
652400	BUI, TINH TIEN	RENT SUBSIDY	1,122.00 *
652401	CALKINS, RONALD	RENT SUBSIDY	1,243.00 *
652402	CHAMBERLAIN, DAVID T.	RENT SUBSIDY	649.00 *
652403	CHANTECLAIR APTS	RENT SUBSIDY	1,062.00 *
652404	CHEN, TZU CHIANG	RENT SUBSIDY	8,007.00 *
652405	CHEN, DAVID	RENT SUBSIDY	1,080.00 *
652406	CHOI, JOON	RENT SUBSIDY	5,595.00 *
652407	CHRISTMAN, ROBERT	RENT SUBSIDY	1,632.00 *
652408	CHU, MEI-LING	RENT SUBSIDY	1,091.00 *
652409	CLARY, KIM	RENT SUBSIDY	798.00 *
652410	CONCEPCION, RODRIGO	RENT SUBSIDY	935.00 *
652411	CRESTWOOD ON 7, LLC	RENT SUBSIDY	3,239.00 *
652412	CROCKETT, JACK	RENT SUBSIDY	3,955.00 *
652413	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	5,077.00 *
652414	DANG, STACY HOA TUOI	RENT SUBSIDY	1,748.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652415	DINH, KIM-ANH T	RENT SUBSIDY	1,429.00 *
652416	DO, DOMINIC HAU	RENT SUBSIDY	2,200.00 *
652417	DO, KIEN TRONG	RENT SUBSIDY	1,001.00 *
652418	DO, THO	RENT SUBSIDY	2,592.00 *
652419	DO, THUAN	RENT SUBSIDY	906.00 *
652420	DO, TIM	RENT SUBSIDY	1,833.00 *
652421	DOAN, DINH T	RENT SUBSIDY	1,217.00 *
652422	DONNER, HELMUT	RENT SUBSIDY	2,245.00 *
652423	DUONG, LAN	RENT SUBSIDY	1,308.00 *
652424	DUONG, CHI THI	RENT SUBSIDY	1,762.00 *
652425	EL CAMINO LU, LLC	RENT SUBSIDY	293.00 *
652426	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,246.00 *
652427	EMERALD GARDENS APT	RENT SUBSIDY	1,090.00 *
652428	EUCLID PARK APTS	RENT SUBSIDY	1,221.00 *
652429	FULLWOOD, DALE A	RENT SUBSIDY	581.00 *
652430	GAMA APART LLC	RENT SUBSIDY	1,619.00 *
652431	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	HAP-ESCROW	8,489.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652432	GEORGIAN APTS	RENT SUBSIDY	1,089.00 *
652433	GIA VU, INC	RENT SUBSIDY	1,431.00 *
652435	GROVE PARK LLC	RENT SUBSIDY	4,185.00 *
652436	HA, MANH MINH	RENT SUBSIDY	1,003.00 *
652437	HANSEN, RICHARD D	RENT SUBSIDY	1,189.00 *
652438	HARA, KULJIT	RENT SUBSIDY	972.00 *
652439	HARA, STEVE	RENT SUBSIDY	4,078.00 *
652440	HAUPT PROPERTIES LLC	RENT SUBSIDY	949.00 *
652441	Hawthorne Housing Authority	PORTABILITY ADMIN	72.42 *
652441	Hawthorne Housing Authority	RENT SUBSIDY	642.00 *
652442	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	RENT SUBSIDY	660.00 *
652443	HO, THOMAS P	RENT SUBSIDY	1,140.00 *
652444	HOANG, LIEN	RENT SUBSIDY	1,057.00 *
652445	HOFFMAN, NICK	RENT SUBSIDY	824.00 *
652446	HUANG, CHONG WEI	RENT SUBSIDY	1,827.00 *
652447	HUYNH, NATALIE N	RENT SUBSIDY	2,286.00 *
652448	HUYNH, NGHIA TRUNG	RENT SUBSIDY	2,031.00 *
652449	HUYNH, TRANG	RENT SUBSIDY	3,255.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652450	JEAN, NARIYA	RENT SUBSIDY	1,980.00 *
652451	JEANNE JURADO TRUSTEE	RENT SUBSIDY	1,051.00 *
652452	JOHNSON, LINDA	RENT SUBSIDY	2,197.00 *
652453	JOMARC PROPERTIES LTD		8,879.00 *
652454	JOSEPH & KIM CORP.	RENT SUBSIDY	1,077.00 *
652455	KDF HERMOSA LP	RENT SUBSIDY	3,986.00 *
652456	KDF MALABAR LP	RENT SUBSIDY	32,628.00 *
652457	KDF SEA WIND LP	RENT SUBSIDY	993.00 *
652458	KINGMAN GARDENS CORPORATION	RENT SUBSIDY	1,163.00 *
652459	KLEIN, MARTIN	RENT SUBSIDY	752.00 *
652460	KOLSY, M I	RENT SUBSIDY	1,178.00 *
652461	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
652462	LA, TUYET B	RENT SUBSIDY	1,987.00 *
652463	LAM, CAM THI T	RENT SUBSIDY	685.00 *
652464	LE FAMILY TRUST	RENT SUBSIDY	3,265.00 *
652465	LE, DON	RENT SUBSIDY	587.00 *
652466	LE, DONALD	RENT SUBSIDY	1,059.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652467	LE, HUY	RENT SUBSIDY	2,269.00 *
652468	LE, NGHIA V	RENT SUBSIDY	2,191.00 *
652469	LE, TRACEY	RENT SUBSIDY	1,093.00 *
652470	LE, VANESSA	RENT SUBSIDY	1,230.00 *
652471	LE, VIET Q.	RENT SUBSIDY	1,090.00 *
652472	LE, YENHI	RENT SUBSIDY	1,042.00 *
652473	LE, BAO GIA	RENT SUBSIDY	2,395.00 *
652474	LE-MUNZER, HOABINH	RENT SUBSIDY	831.00 *
652475	LEONG, DOUG	RENT SUBSIDY	1,254.00 *
652476	LIAO, ALICE	RENT SUBSIDY	2,041.00 *
652477	MACDONALD, WILLIAM T	RENT SUBSIDY	2,230.00 *
652478	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,174.00 *
652479	MAH, LARRY	RENT SUBSIDY	997.00 *
652480	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,243.00 *
652481	MAMMEN, TERRY	RENT SUBSIDY	3,444.00 *
652482	MANNIL, SUPUNNEE	RENT SUBSIDY	2,361.00 *
652483	MAO, ZHIYAN	RENT SUBSIDY	2,230.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652484	MARQUIS APTS, LLC	RENT SUBSIDY	1,829.00 *
652485	MIDWAY INTEREST LP	RENT SUBSIDY	2,044.00 *
652486	MINERVA INVESTMENT GROUP, LLC	RENT SUBSIDY	1,974.00 *
652487	MIYAMOTO, JEAN	RENT SUBSIDY	173.00 *
652488	NAGHIBI, ALI	RENT SUBSIDY	1,465.00 *
652489	NGO, ANDREW	RENT SUBSIDY	1,253.00 *
652490	NGO, KIM	RENT SUBSIDY	836.00 *
652491	NGO, MARY	RENT SUBSIDY	4,989.00 *
652492	NGO, HOA KIM	RENT SUBSIDY	1,467.00 *
652493	NGUYEN, ANDREA	RENT SUBSIDY	1,139.00 *
652494	NGUYEN, BACH THI	RENT SUBSIDY	1,079.00 *
652495	NGUYEN, BICHLE T	RENT SUBSIDY	4,298.00 *
652496	NGUYEN, D DUY MD	RENT SUBSIDY	972.00 *
652497	NGUYEN, FRANK M	RENT SUBSIDY	1,666.00 *
652498	NGUYEN, HOC VAN	RENT SUBSIDY	1,699.00 *
652499	NGUYEN, LAN HUONG	RENT SUBSIDY	748.00 *
652500	NGUYEN, LE THUY	RENT SUBSIDY	1,242.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652501	NGUYEN, LINDA MAI	RENT SUBSIDY	885.00 *
652502	NGUYEN, LOAN THANH	RENT SUBSIDY	1,011.00 *
652503	NGUYEN, MAI	RENT SUBSIDY	1,768.00 *
652504	NGUYEN, MINH	RENT SUBSIDY	1,387.00 *
652505	NGUYEN, NICOLE U	RENT SUBSIDY	1,401.00 *
652506	NGUYEN, QUANG M	RENT SUBSIDY	1,180.00 *
652507	NGUYEN, QUOC KIM	RENT SUBSIDY	2,263.00 *
652508	NGUYEN, STEVE T	RENT SUBSIDY	3,514.00 *
652509	NGUYEN, STEVEN	RENT SUBSIDY	1,036.00 *
652510	NGUYEN, TAM N	RENT SUBSIDY	1,020.00 *
652511	NGUYEN, THANH VAN	RENT SUBSIDY	3,002.00 *
652512	NGUYEN, THU-ANH	RENT SUBSIDY	1,989.00 *
652513	NGUYEN, THUY T.	RENT SUBSIDY	1,174.00 *
652514	NGUYEN, VINH K	RENT SUBSIDY	1,265.00 *
652515	NGUYEN, NICOLE UYEN	RENT SUBSIDY	641.00 *
652516	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,241.00 *
652517	NGUYEN, SHERRY LIEU	RENT SUBSIDY	1,811.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652518	NGUYEN, TON SANH	RENT SUBSIDY	1,177.00 *
652519	NGUYEN, TRACY	RENT SUBSIDY	1,462.00 *
652520	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,086.00 *
652521	NORTHWOOD PLACE	RENT SUBSIDY	3,474.00 *
652522	PALMA VISTA APTS, LLC	RENT SUBSIDY	1,171.00 *
652523	PARCIES INVESTMENT	RENT SUBSIDY	1,504.00 *
652524	PARK, CHONG PIL	RENT SUBSIDY	1,086.00 *
652525	PATUMMADITH, SUWAPANG	RENT SUBSIDY	2,547.00 *
652526	PAVILLION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	2,956.00 *
652527	PEAR TREE VILLAGE APTS, LLC	RENT SUBSIDY	1,225.00 *
652528	PHAM, ANH THI	RENT SUBSIDY	1,202.00 *
652529	PHAM, DAVID DUNG	RENT SUBSIDY	1,278.00 *
652530	PHAM, NHAC T.	RENT SUBSIDY	1,156.00 *
652531	PHAM, QUYEN	RENT SUBSIDY	1,007.00 *
652532	PHAM, TUNG	RENT SUBSIDY	1,638.00 *
652533	PHAM, VAN THI	RENT SUBSIDY	1,230.00 *
652534	PHAM, LOAN ANH THI	RENT SUBSIDY	1,131.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652535	PHAN, VAN KHANH	RENT SUBSIDY	1,044.00 *
652536	PHAN, VIVIAN	RENT SUBSIDY	1,016.00 *
652537	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,224.00 *
652538	PLAZA WOODS, LLC	RENT SUBSIDY	2,728.00 *
652539	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RENT SUBSIDY	1,333.00 *
652540	RANCHO ALISAL	RENT SUBSIDY	1,580.00 *
652541	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	624.00 *
652542	S.E. AMSTER	RENT SUBSIDY	1,098.00 *
652543	SCHWERMAN, CELESTE	RENT SUBSIDY	1,389.00 *
652544	SILO NORTHEAST, LLC	RENT SUBSIDY	1,627.00 *
652547	TA, CATHY	RENT SUBSIDY	1,564.00 *
652548	TERESINA APARTMENTS	RENT SUBSIDY	1,080.00 *
652549	THAI, LYNN	RENT SUBSIDY	2,594.00 *
652550	THE KNOLLS	RENT SUBSIDY	258.00 *
652551	THE OVERLOOK	RENT SUBSIDY	1,242.00 *
652552	THOMSON EQUITIES	RENT SUBSIDY	1,063.00 *
652553	THOMSON EQUITIES	RENT SUBSIDY	3,069.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652554	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	1,656.00 *
652555	TIC INVESTMENT COMPANY LLC NORTHWOOD PLACE APARTMENTS	RENT SUBSIDY	988.00 *
652556	TON, VINH THAT	RENT SUBSIDY	1,907.00 *
652557	TRAN, ANNA THI	RENT SUBSIDY	2,704.00 *
652558	TRAN, EDWARD T	RENT SUBSIDY	830.00 *
652559	TRAN, ERIC	RENT SUBSIDY	637.00 *
652560	TRAN, MINH	RENT SUBSIDY	2,914.00 *
652561	TRAN, THERESA T	RENT SUBSIDY	847.00 *
652562	TRAN, TIEN	RENT SUBSIDY	651.00 *
652563	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	965.00 *
652564	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	614.00 *
652565	TRINH, TRANG N	RENT SUBSIDY	1,093.00 *
652566	TRUONG, BAY LE	RENT SUBSIDY	1,624.00 *
652567	TRUONG, THUAN BICH	RENT SUBSIDY	1,016.00 *
652568	TRUONG, THUAN BICH	RENT SUBSIDY	3,394.00 *
652569	TRUONG, SON BICH	RENT SUBSIDY	1,079.00 *
652572	TURI, ANGELO S	RENT SUBSIDY	2,353.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652573	VAZQUEZ, MIGUEL A	RENT SUBSIDY	2,200.00 *
652574	VELASTEGUI, MARCO	RENT SUBSIDY	1,290.00 *
652575	VILLA CAPRI ESTATES	RENT SUBSIDY	766.00 *
652576	VINH, THUA	RENT SUBSIDY	238.00 *
652577	VISTA DEL SOL APARTMENTS	RENT SUBSIDY	1,280.00 *
652578	VISTA DEL SOL APTS	RENT SUBSIDY	1,076.00 *
652579	VO, KIMCHI	RENT SUBSIDY	1,661.00 *
652580	VO, NAM T	RENT SUBSIDY	657.00 *
652581	VO, TIN TRUNG	RENT SUBSIDY	1,010.00 *
652582	VPM MANAGEMENT	RENT SUBSIDY	1,059.00 *
652583	VU, THAI	RENT SUBSIDY	1,428.00 *
652584	VU, DANNY	RENT SUBSIDY	1,723.00 *
652585	WEST, NEIL E	RENT SUBSIDY	1,243.00 *
652586	WINDSOR-DAWSON LP	RENT SUBSIDY	5,090.00 *
652587	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,594.00 *
652588	WOODBIDGE VILLAS PARTNERS	RENT SUBSIDY	1,440.00 *
652589	WOODBURY SQUARE	RENT SUBSIDY	1,379.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
652590	YIANG, VINCE	RENT SUBSIDY	1,228.00 *
W652380	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,377.00 *
W652380	19822 BROOKHURST, LLC	RENT SUBSIDY	2,352.00 *
W652380	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	1,062.00 *
W652380	ABCO CROWN VILLA, LTD	RENT SUBSIDY	1,733.00 *
W652380	ACACIAN APTS	RENT SUBSIDY	32,643.00 *
W652380	ACT EQUITIES, LLC	RENT SUBSIDY	2,076.00 *
W652380	13251 NEWLAND LLC	RENT SUBSIDY	8,652.00 *
W652380	ACACIA VILLAGE	RENT SUBSIDY	20,404.00 *
W652380	8080 BEVER PLACE-NEGBA LLC	RENT SUBSIDY	1,250.00 *
W652380	12911 GALWAY ST, LLC	RENT SUBSIDY	8,504.00 *
W652380	7632 21ST ST LP	RENT SUBSIDY	3,913.00 *
W652380	2300 W EL SEGUNDO, LP	RENT SUBSIDY	12,312.00 *
W652380	8572 STANFORD, LLC	RENT SUBSIDY	830.00 *
W652381	ALFRED P VU & JULIE NGA HO, LLC	RENT SUBSIDY	3,510.00 *
W652381	ALIBULLA, REHANA	RENT SUBSIDY	1,978.00 *
W652381	AEGEAN APARTMENTS	RENT SUBSIDY	5,494.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652381	ADRIATIC APTS	RENT SUBSIDY	892.00 *
W652381	ADVANTAGE PROPERTY MANAGEMENT	RENT SUBSIDY	689.00 *
W652382	ALLARD APARTMENT, LLC	RENT SUBSIDY	3,566.00 *
W652382	ALLEN, LYNN KATHLEEN	RENT SUBSIDY	1,038.00 *
W652383	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	1,180.00 *
W652383	ALTEZA, INC	RENT SUBSIDY	1,964.00 *
W652384	AMERICAN FAMILY HOUSING	RENT SUBSIDY	1,761.00 *
W652387	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	5,291.00 *
W652387	AOU, CHUNG NAN	RENT SUBSIDY	1,197.00 *
W652387	ARBOR VILLAS, LLC	RENT SUBSIDY	1,448.00 *
W652387	ARJON, TIMOTEO	RENT SUBSIDY	1,304.00 *
W652387	ARROYO DEVELOPMENT PARTNERS, LL	RENT SUBSIDY	428.00 *
W652388	ATTIA, EIDA A	RENT SUBSIDY	1,577.00 *
W652388	AUDUONG, PAUL	RENT SUBSIDY	1,194.00 *
W652388	AUGUSTA GROUP INVESTMENTS INC	RENT SUBSIDY	1,167.00 *
W652389	BACH & JASON NGUYEN INVESTMENT LLC	RENT SUBSIDY	1,208.00 *
W652389	BACH, PHAN	RENT SUBSIDY	891.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652389	AYNEM INVESTMENTS, LP	RENT SUBSIDY	13,838.00 *
W652390	BANH, HA	RENT SUBSIDY	1,216.00 *
W652390	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	7,015.00 *
W652390	BEACH CREEK APARTMENTS	RENT SUBSIDY	1,260.00 *
W652390	BAKER RANCH AFFORDABLE LP	RENT SUBSIDY	2,116.00 *
W652390	BARRETT, BRETT A	RENT SUBSIDY	1,014.00 *
W652391	BEHRENS PROPERTIES, LLC	RENT SUBSIDY	947.00 *
W652391	BELAGE PRESERVATION, LP	RENT SUBSIDY	1,450.00 *
W652391	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	1,200.00 *
W652391	BHALANI, ANIL	RENT SUBSIDY	1,065.00 *
W652391	BHATT, N C	RENT SUBSIDY	2,824.00 *
W652391	BOUTROS, ADEL A	RENT SUBSIDY	2,046.00 *
W652391	BOWEN PROPERTY, LLC	RENT SUBSIDY	1,161.00 *
W652391	BOZARJIAN, MAI	RENT SUBSIDY	25,219.00 *
W652391	BRACHA, SHAY	RENT SUBSIDY	1,546.00 *
W652391	BRE PARAGON MF INVESTMENT LP	RENT SUBSIDY	3,455.00 *
W652391	BRIAR CREST / ROSE CREST	RENT SUBSIDY	3,206.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652391	BROWN, SHARON OR NORMAN	RENT SUBSIDY	3,021.00 *
W652391	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	1,116.00 *
W652391	BERTINA PANG LOH CHANG	RENT SUBSIDY	903.00 *
W652391	BORTHWICK, KELLY	RENT SUBSIDY	1,154.00 *
W652393	BUI, BACH	RENT SUBSIDY	955.00 *
W652393	BUI, DUNG	RENT SUBSIDY	883.00 *
W652393	BUI, DANIEL D.	RENT SUBSIDY	1,589.00 *
W652394	BUI, KIMBERLY	RENT SUBSIDY	2,276.00 *
W652394	BUI, KIMLOAN THI	RENT SUBSIDY	1,305.00 *
W652396	BUI, LONG	RENT SUBSIDY	1,019.00 *
W652397	BUI, MONICA	RENT SUBSIDY	2,559.00 *
W652397	BUI, NGA HUYNH	RENT SUBSIDY	997.00 *
W652399	BUI, SON VAN	RENT SUBSIDY	1,529.00 *
W652399	BUI, TAM THI	RENT SUBSIDY	1,357.00 *
W652399	BUI, THUAN	RENT SUBSIDY	1,826.00 *
W652400	BUI, TRIET THO-MINH	RENT SUBSIDY	1,779.00 *
W652400	C.S.T. CAPITAL LLC	RENT SUBSIDY	1,492.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652400	CAI-NGUYEN, THU T	RENT SUBSIDY	1,518.00 *
W652400	BURLEY, DAVID M	RENT SUBSIDY	1,400.00 *
W652401	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	938.00 *
W652401	CANNON, WARREN	RENT SUBSIDY	1,306.00 *
W652401	CAO, MYTRANG	RENT SUBSIDY	1,188.00 *
W652401	CAO, PHUOC GIA	RENT SUBSIDY	990.00 *
W652401	CASCADE TERRACE APARTMENTS	RENT SUBSIDY	4,542.00 *
W652401	CDN INVESTMENTS, INC	RENT SUBSIDY	2,243.00 *
W652401	CASA MADRID	RENT SUBSIDY	5,399.00 *
W652401	CASCINO, DAVID G.	RENT SUBSIDY	1,965.00 *
W652402	CHAN, KOU LEAN	RENT SUBSIDY	966.00 *
W652402	CHAN, TIFFANNIE L.	RENT SUBSIDY	1,310.00 *
W652402	CHAN, MIN OR TRAN, CHIEN	RENT SUBSIDY	2,228.00 *
W652402	CHANG, EVELYN	RENT SUBSIDY	2,434.00 *
W652402	CHANG, SHERRI	RENT SUBSIDY	1,545.00 *
W652402	CHANG, WARREN	RENT SUBSIDY	943.00 *
W652403	CHATHAM VILLAGE APTS	RENT SUBSIDY	5,842.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652403	CHAU, ALICE	RENT SUBSIDY	2,297.00 *
W652403	CHELSEA COURT APTS	RENT SUBSIDY	1,210.00 *
W652403	CHEN, DENNIS KYINSAN	RENT SUBSIDY	2,938.00 *
W652403	CHEN, SHIAO-YUNG	RENT SUBSIDY	4,856.00 *
W652403	CHEN, T C	RENT SUBSIDY	24,732.00 *
W652403	CHARLESTON GARDENS, LLC	RENT SUBSIDY	1,175.00 *
W652403	CHAU, KENNY	RENT SUBSIDY	1,398.00 *
W652403	CHAUK PAN CHIN	RENT SUBSIDY	1,406.00 *
W652405	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,226.00 *
W652405	CHEUNG, STEPHEN	RENT SUBSIDY	1,410.00 *
W652405	CHEY, PAUL M	RENT SUBSIDY	906.00 *
W652405	CHIANG, LI-YONG	RENT SUBSIDY	1,602.00 *
W652405	CHHUM, NARITH	RENT SUBSIDY	720.00 *
W652406	CHONG, DON J G	RENT SUBSIDY	5,290.00 *
W652408	CHUN, JOHN	RENT SUBSIDY	954.00 *
W652408	CINCO TRAN, LLC	RENT SUBSIDY	1,433.00 *
W652408	CHUNG, KYU B	RENT SUBSIDY	4,433.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652408	CITRUS GROVE, LP	RENT SUBSIDY	786.00 *
W652409	CLIFTON, KATHLEEN P	RENT SUBSIDY	1,042.00 *
W652409	COLACION, KATHY D	RENT SUBSIDY	1,791.00 *
W652409	COMMUNITY GARDENS PARTNERS LP	RENT SUBSIDY	4,725.00 *
W652409	CONCEPCION, NORMA S	RENT SUBSIDY	1,142.00 *
W652409	CO, PONCH	RENT SUBSIDY	1,015.00 *
W652410	CONCORD MGMT LLC	RENT SUBSIDY	701.00 *
W652410	CONNOR PINES LLC	RENT SUBSIDY	12,945.00 *
W652410	CONTINENTAL GARDENS APTS	RENT SUBSIDY	14,116.00 *
W652410	COURTYARD VILLAS	RENT SUBSIDY	8,005.00 *
W652410	COY, CHRISTINE OR FREEMAN, CYNTHIA	RENT SUBSIDY	1,127.00 *
W652410	CORNER CAPITAL INVESTMENTS	RENT SUBSIDY	770.00 *
W652412	CRUZAT, KERILYN	RENT SUBSIDY	931.00 *
W652412	CUNG, KHANH	RENT SUBSIDY	2,670.00 *
W652412	CUNG, KHIEM	RENT SUBSIDY	1,305.00 *
W652412	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	3,566.00 *
W652412	CURTIS FAMILY TRUST	RENT SUBSIDY	1,562.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652412	DAI, HUONG NGOC	RENT SUBSIDY	1,066.00 *
W652412	D1 SENIOR IRVINE HOUSING PARTNERS, LP	RENT SUBSIDY	1,272.00 *
W652412	CTC INVESTMENT GROUP, INC	RENT SUBSIDY	1,254.00 *
W652413	DAM, BINH DINH	RENT SUBSIDY	1,241.00 *
W652413	DANG, ANNIE	RENT SUBSIDY	1,322.00 *
W652413	DANG, CHINH VAN	RENT SUBSIDY	1,255.00 *
W652413	DANG, MIKE M	RENT SUBSIDY	1,910.00 *
W652413	DANG, DAVID	RENT SUBSIDY	1,435.00 *
W652414	DANG, THANH-THUY THI	RENT SUBSIDY	501.00 *
W652414	DAO, JOSEPH N	RENT SUBSIDY	1,101.00 *
W652414	DAO, MINH	RENT SUBSIDY	208.00 *
W652414	DAO, NELSON NGUYEN	RENT SUBSIDY	3,523.00 *
W652414	DAO, TRU	RENT SUBSIDY	3,886.00 *
W652414	DAO, TU VAN	RENT SUBSIDY	2,011.00 *
W652414	DAO, NGOC-THUY	RENT SUBSIDY	1,207.00 *
W652414	DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN	RENT SUBSIDY	2,208.00 *
W652414	DAVIS, SON OR MICHELLE	RENT SUBSIDY	824.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652414	DE ANZA PLAZA APTS II	RENT SUBSIDY	2,123.00 *
W652414	DE MIRANDA MANAGEMENT	RENT SUBSIDY	1,071.00 *
W652414	DEWEYER, CLARA J.	RENT SUBSIDY	1,187.00 *
W652414	DIAZ, FRANK T	RENT SUBSIDY	1,260.00 *
W652414	DIEP, HOI TUAN	RENT SUBSIDY	1,296.00 *
W652414	DINH, CHINH	RENT SUBSIDY	1,035.00 *
W652414	DINH, HAI	RENT SUBSIDY	1,338.00 *
W652414	DINH, HANH	RENT SUBSIDY	1,803.00 *
W652414	DINH, KATHLEEN	RENT SUBSIDY	1,593.00 *
W652414	DINH, KATHY	RENT SUBSIDY	2,452.00 *
W652414	DINH, KIM	RENT SUBSIDY	1,064.00 *
W652414	DINH, LAN THAI	RENT SUBSIDY	2,246.00 *
W652414	DINH, LONG T	RENT SUBSIDY	868.00 *
W652414	DINH, NHU Y	RENT SUBSIDY	1,144.00 *
W652414	DINH, THU V.	RENT SUBSIDY	1,378.00 *
W652414	DINH, TUAN	RENT SUBSIDY	1,714.00 *
W652414	DINH, Y NHA	RENT SUBSIDY	1,906.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652414	DDA LLC	RENT SUBSIDY	1,225.00 *
W652414	DEERING II FAMILY L.P.	RENT SUBSIDY	1,055.00 *
W652415	DINH, THANH	RENT SUBSIDY	1,545.00 *
W652415	DNK PROPERTY LLC	RENT SUBSIDY	14,295.00 *
W652415	DO, BRANDON BINH	RENT SUBSIDY	1,906.00 *
W652415	DO, BYRON	RENT SUBSIDY	2,122.00 *
W652415	DO, DAITRANG	RENT SUBSIDY	2,624.00 *
W652416	DO, JONATHAN	RENT SUBSIDY	792.00 *
W652417	DO, MINH C.	RENT SUBSIDY	3,807.00 *
W652417	DO, MINH TAM	RENT SUBSIDY	1,678.00 *
W652417	DO, MY-PHUONG	RENT SUBSIDY	1,180.00 *
W652417	DO, NANCY	RENT SUBSIDY	1,005.00 *
W652417	DO, SELENA	RENT SUBSIDY	2,080.00 *
W652419	DO, THUY THI	RENT SUBSIDY	45.00 *
W652420	DO, TINA	RENT SUBSIDY	4,084.00 *
W652420	DO, XUYEN THI	RENT SUBSIDY	1,032.00 *
W652421	DOAN, HARRY	RENT SUBSIDY	612.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652421	DOAN, HOAI T	RENT SUBSIDY	795.00 *
W652421	DOAN, HUY	RENT SUBSIDY	2,784.00 *
W652421	DOAN, KYLAM	RENT SUBSIDY	1,526.00 *
W652421	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,467.00 *
W652421	DOAN, PHUONGNGA THI	RENT SUBSIDY	1,737.00 *
W652421	DOAN, THANH QUE	RENT SUBSIDY	1,526.00 *
W652421	DOHANH, WILLIAM D	RENT SUBSIDY	1,607.00 *
W652421	DOIDGE, JERRY	RENT SUBSIDY	1,278.00 *
W652421	DOLCE VITA INVESTMENTS, LLC	RENT SUBSIDY	5,560.00 *
W652421	DONG, MINH TRANG	RENT SUBSIDY	951.00 *
W652421	DOAN, HIEP THI	RENT SUBSIDY	3,657.00 *
W652422	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	941.00 *
W652422	DOWD III, WILLIAM A.	RENT SUBSIDY	948.00 *
W652422	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	4,878.00 *
W652422	DTP INVESTMENTS, LLC	RENT SUBSIDY	2,429.00 *
W652422	DU, CHRISTINE H.	RENT SUBSIDY	1,320.00 *
W652422	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	1,043.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652422	DUNNETT, DAVID F	RENT SUBSIDY	1,134.00 *
W652422	DUONG, HONG MANH	RENT SUBSIDY	950.00 *
W652422	DUNN, DAVID C	RENT SUBSIDY	2,511.00 *
W652422	DUCATO GARDENS, LLC	RENT SUBSIDY	852.00 *
W652423	DUONG, LOM	RENT SUBSIDY	1,500.00 *
W652423	DUONG, MINH B	RENT SUBSIDY	3,934.00 *
W652423	DUONG, THAI VAN	RENT SUBSIDY	1,257.00 *
W652424	DUONG, HUNG Q	RENT SUBSIDY	1,142.00 *
W652424	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	2,111.00 *
W652424	EHLE, GERALD	RENT SUBSIDY	1,928.00 *
W652424	DYO, GLADYS	RENT SUBSIDY	559.00 *
W652424	EDLUND, DANIEL T	RENT SUBSIDY	1,308.00 *
W652425	EL PUEBLO APTS	RENT SUBSIDY	179.00 *
W652425	EL RAY PARTNERS, LLC	RENT SUBSIDY	6,643.00 *
W652426	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,213.00 *
W652426	ELIAS CAPITAL GROUP, LLC	RENT SUBSIDY	2,244.00 *
W652427	ENGEL, TERRY C	RENT SUBSIDY	9.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652428	EVERGREEN ESTATE EXPANSION LLC	RENT SUBSIDY	6,327.00 *
W652428	FAIRVIEW MGMT COMPANY	RENT SUBSIDY	2,676.00 *
W652428	FAN, BOONE	RENT SUBSIDY	2,249.00 *
W652428	FBC APARTMENTS	RENT SUBSIDY	780.00 *
W652428	FIELDS, FLOYD H	RENT SUBSIDY	1,081.00 *
W652428	FINCH, WENDY	RENT SUBSIDY	981.00 *
W652428	FIVE POINTS SENIOR APTS	RENT SUBSIDY	2,057.00 *
W652428	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	1,473.00 *
W652428	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,187.00 *
W652428	FRECHTMAN, WILLIAM	RENT SUBSIDY	1,184.00 *
W652428	FREEDOMPATH PROPERTIES, LLC	RENT SUBSIDY	1,555.00 *
W652428	FU CRAIG FA, LLC	RENT SUBSIDY	3,840.00 *
W652428	FREMONT 2225	RENT SUBSIDY	1,425.00 *
W652428	FRANCISCAN GARDENS APTS--	RENT SUBSIDY	13,262.00 *
W652430	GANZ, KARL	RENT SUBSIDY	993.00 *
W652430	GARCIA, ALBINO	RENT SUBSIDY	2,532.00 *
W652430	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,092.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652430	GARDEN BAY APARTMENTS, LLC	RENT SUBSIDY	1,015.00 *
W652431	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	5,032.00 *
W652431	GARZA, CAROL	RENT SUBSIDY	806.00 *
W652432	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,606.00 *
W652433	GIACALONE, BRIGITTE	RENT SUBSIDY	871.00 *
W652433	GIGI APARTMENTS	RENT SUBSIDY	1,987.00 *
W652433	GLENHAVEN MOBILODGE	RENT SUBSIDY	328.00 *
W652433	GOMEZ, HENRY S.	RENT SUBSIDY	1,417.00 *
W652433	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	392.00 *
W652433	GREENFIELDSIDE, LLC	RENT SUBSIDY	2,583.00 *
W652433	GREEN, WILLIAM	RENT SUBSIDY	1,229.00 *
W652434	GROVE PARK L.P.	RENT SUBSIDY	61,864.00 *
W652435	GULMESOFF, JIM	RENT SUBSIDY	6,592.00 *
W652435	GUSTIN, TIMOTHY M	RENT SUBSIDY	707.00 *
W652435	GUYUMJYAN, GINA	RENT SUBSIDY	2,994.00 *
W652435	HA, DAC T	RENT SUBSIDY	1,211.00 *
W652435	HA, KHIEM Q	RENT SUBSIDY	986.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652435	HA, CASIE	RENT SUBSIDY	2,117.00 *
W652436	HA, TRAN D	RENT SUBSIDY	2,497.00 *
W652436	HA, TRIET M.	RENT SUBSIDY	1,119.00 *
W652436	HAI, CHENG	RENT SUBSIDY	1,061.00 *
W652436	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,430.00 *
W652436	HAN, LINDA	RENT SUBSIDY	1,974.00 *
W652437	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	1,974.00 *
W652439	HAU, STEVEN	RENT SUBSIDY	1,857.00 *
W652439	HARBOR GROVE LUXURY APARTMENTS	RENT SUBSIDY	23,479.00 *
W652441	HERITAGE PARK	RENT SUBSIDY	3,414.00 *
W652441	HERITAGE VILLAGE	RENT SUBSIDY	1,465.00 *
W652441	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	1,186.00 *
W652442	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	1,363.00 *
W652442	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,969.00 *
W652442	HO, HENRY HOI	RENT SUBSIDY	1,566.00 *
W652442	HO, HIEP or DAO, NGOC THUY	RENT SUBSIDY	4,537.00 *
W652442	HO, KEVIN TRIEU	RENT SUBSIDY	2,291.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652442	HO, LIEN KIM	RENT SUBSIDY	1,398.00 *
W652442	HO, PAULINE	RENT SUBSIDY	2,282.00 *
W652442	HIGHLAND FINANCE INVESTMENTS CORP.	RENT SUBSIDY	1,140.00 *
W652443	HO, TIM	RENT SUBSIDY	1,077.00 *
W652443	HOANG, JAMES	RENT SUBSIDY	3,589.00 *
W652443	HOANG, LAN T	RENT SUBSIDY	1,394.00 *
W652444	HOANG, LONG	RENT SUBSIDY	1,129.00 *
W652444	HOANG, TRACY	RENT SUBSIDY	902.00 *
W652444	HOANG, TUAN	RENT SUBSIDY	1,272.00 *
W652444	HOANG, LANG	RENT SUBSIDY	1,053.00 *
W652444	HOANG, NHAN TIEN	RENT SUBSIDY	961.00 *
W652445	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	898.00 *
W652445	HOPPE, SALLY	RENT SUBSIDY	1,098.00 *
W652445	HOWELL, ARLENE J	RENT SUBSIDY	1,069.00 *
W652445	HSU, CHANG-HUA LIU	RENT SUBSIDY	1,114.00 *
W652445	HUA, LUC	RENT SUBSIDY	1,348.00 *
W652446	HUERTA, DANIEL	RENT SUBSIDY	1,007.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652446	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,225.00 *
W652446	HUSS, DON	RENT SUBSIDY	2,131.00 *
W652446	HUYNH, CHEN THI	RENT SUBSIDY	3,420.00 *
W652446	HUYNH, FELIX	RENT SUBSIDY	988.00 *
W652446	HUYNH, KELVIN	RENT SUBSIDY	1,153.00 *
W652446	HUYNH, LOAN	RENT SUBSIDY	1,100.00 *
W652446	HUYNH, MINH HUY	RENT SUBSIDY	1,111.00 *
W652446	HUYNH, MINH T MAI	RENT SUBSIDY	869.00 *
W652447	HUYNH, PHILIP	RENT SUBSIDY	569.00 *
W652447	HUYNH, SALLY B	RENT SUBSIDY	1,140.00 *
W652447	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	1,032.00 *
W652447	HUYNH, LONG BAO	RENT SUBSIDY	1,249.00 *
W652447	HUYNH, TONY	RENT SUBSIDY	621.00 *
W652449	HWANG, C.M.	RENT SUBSIDY	1,244.00 *
W652449	IMPERIAL NORTH HOLDINGS, LLC	RENT SUBSIDY	726.00 *
W652449	IMPERIAL NORTHWEST HOLDINGS	RENT SUBSIDY	4,887.00 *
W652449	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	2,262.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652449	J & E ESTATES, LLC	RENT SUBSIDY	1,780.00 *
W652449	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	2,945.00 *
W652449	JANESKI, JERRY	RENT SUBSIDY	976.00 *
W652449	HWINN, TUE T	RENT SUBSIDY	1,140.00 *
W652451	JG & B CORPORATION	RENT SUBSIDY	8,186.00 *
W652451	JGKALLINS INVESTMENTS LP	RENT SUBSIDY	1,204.00 *
W652451	JOHNSON, NATHAN D.	RENT SUBSIDY	2,340.00 *
W652451	JENSEN SOMMERVILLE CONZELMAN CO. LP	RENT SUBSIDY	1,592.00 *
W652454	JTK & ASSOCIATES	RENT SUBSIDY	1,157.00 *
W652454	JTM BAYOU, LLC	RENT SUBSIDY	1,841.00 *
W652454	JU, LIN J	RENT SUBSIDY	2,113.00 *
W652454	JU, FRED	RENT SUBSIDY	1,067.00 *
W652454	KAID MALINDA INVESTMENT INC	RENT SUBSIDY	2,128.00 *
W652454	KAMAT, JAIDEEP	RENT SUBSIDY	1,224.00 *
W652454	KASHI TRUST	RENT SUBSIDY	11,812.00 *
W652454	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	675.00 *
W652454	KAY VEE, LLC	RENT SUBSIDY	1,349.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652454	KCM INVESTMENTS LLC	RENT SUBSIDY	1,942.00 *
W652454	JUNG SUN NOH	RENT SUBSIDY	9,077.00 *
W652454	KD RENT	RENT SUBSIDY	1,633.00 *
W652457	KEH, LU-YONG	RENT SUBSIDY	4,372.00 *
W652457	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,541.00 *
W652457	KELLEY, ROBERT	RENT SUBSIDY	3,893.00 *
W652457	KENSINGTON GARDENS	RENT SUBSIDY	1,651.00 *
W652457	KHA, DAN VAN	RENT SUBSIDY	2,267.00 *
W652457	KHA, CAM MY	RENT SUBSIDY	1,532.00 *
W652457	KHEANG, SETH S	RENT SUBSIDY	3,462.00 *
W652457	KHUU, HENRY THAI	RENT SUBSIDY	1,176.00 *
W652457	KIM, MELVIN LEE	RENT SUBSIDY	1,061.00 *
W652457	KIM, SON H	RENT SUBSIDY	3,385.00 *
W652457	KING COUNTY HOUSING AUTHORITY	PORTABILITY ADMIN	65.07 *
W652457	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	1,615.00 *
W652457	KING, BERNARD	RENT SUBSIDY	1,195.00 *
W652457	KIM, DAVID S	RENT SUBSIDY	809.00 *
W652457	KING INVESTMENT GROUP, INC	RENT SUBSIDY	4,704.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652457	KIM, JONG WAN	RENT SUBSIDY	1,721.00 *
W652457	KIM, HARRY H	RENT SUBSIDY	1,249.00 *
W652458	KITSELMAN, KENT M	RENT SUBSIDY	1,328.00 *
W652459	KNK PROPERTIES	RENT SUBSIDY	7,486.00 *
W652459	KLUNK, MARILYN	RENT SUBSIDY	3,912.00 *
W652460	KPKK, LLC	RENT SUBSIDY	944.00 *
W652461	KUO, EDWARD	RENT SUBSIDY	2,609.00 *
W652461	KURZ, JOAQUIN	RENT SUBSIDY	4,408.00 *
W652462	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	954.00 *
W652462	LAKESIDE ASSOCIATION	RENT SUBSIDY	3,125.00 *
W652462	LALLY, JULIE	RENT SUBSIDY	1,574.00 *
W652462	LALLY, STEVE	RENT SUBSIDY	1,238.00 *
W652462	LAM, ANDRE	RENT SUBSIDY	1,475.00 *
W652462	LAGUNA HILLS TRAVELODGE LLC	RENT SUBSIDY	31,310.00 *
W652462	LADERA WNG II, LLC	RENT SUBSIDY	2,598.00 *
W652463	LAM, CHAU	RENT SUBSIDY	5,977.00 *
W652463	LAM, HAI	RENT SUBSIDY	5,560.00 *
W652463	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,101.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652463	LAM, QUOC D	RENT SUBSIDY	2,164.00 *
W652463	LAM, THONG KIM	RENT SUBSIDY	2,091.00 *
W652463	LAM, TONY	RENT SUBSIDY	520.00 *
W652463	LAM, MAI	RENT SUBSIDY	997.00 *
W652463	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	13,592.00 *
W652463	LAMY OANH LLC	RENT SUBSIDY	5,402.00 *
W652463	LANDA, SALVADOR	RENT SUBSIDY	922.00 *
W652463	LARDERUCCIO, SAL	RENT SUBSIDY	1,085.00 *
W652463	LAU, STEPHEN	RENT SUBSIDY	3,692.00 *
W652463	LAM, HUNG	RENT SUBSIDY	2,139.00 *
W652463	LAZENBY, JOHN	RENT SUBSIDY	2,239.00 *
W652463	LAS PALMAS APTS	RENT SUBSIDY	1,333.00 *
W652464	LE MORNINGSIDE, LLC	RENT SUBSIDY	1,438.00 *
W652464	LE, BILL B.Q.	RENT SUBSIDY	1,124.00 *
W652464	LE, CHRIS	RENT SUBSIDY	1,597.00 *
W652464	LE, DANIEL	RENT SUBSIDY	1,513.00 *
W652466	LE, HIEN QUANG	RENT SUBSIDY	1,656.00 *
W652466	LE, HIEP THI	RENT SUBSIDY	2,324.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652466	LE, HONG PHUC THI	RENT SUBSIDY	1,164.00 *
W652466	LE, HUNG	RENT SUBSIDY	677.00 *
W652467	LE, HUYNH	RENT SUBSIDY	1,075.00 *
W652467	LE, JIMMY T	RENT SUBSIDY	1,963.00 *
W652467	LE, JOHN	RENT SUBSIDY	1,892.00 *
W652467	LE, JOHN TOAN	RENT SUBSIDY	3,004.00 *
W652467	LE, KIM CHI THI	RENT SUBSIDY	2,358.00 *
W652467	LE, LAN V.	RENT SUBSIDY	899.00 *
W652467	LE, LANH C	RENT SUBSIDY	1,802.00 *
W652467	LE, LANH VAN	RENT SUBSIDY	1,439.00 *
W652467	LE, LY PHUONG	RENT SUBSIDY	1,250.00 *
W652467	LE, LYAN	RENT SUBSIDY	1,192.00 *
W652467	LE, MICHAEL	RENT SUBSIDY	2,032.00 *
W652467	LE, NGA	RENT SUBSIDY	1,619.00 *
W652467	LE, NGAT THI	RENT SUBSIDY	2,522.00 *
W652467	LE, MY	RENT SUBSIDY	668.00 *
W652467	LE, KIM	RENT SUBSIDY	1,042.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652468	LE, NGUYEN NHU	RENT SUBSIDY	1,159.00 *
W652468	LE, PHU THI NOC	RENT SUBSIDY	768.00 *
W652468	LE, RICHARD TUANANH	RENT SUBSIDY	1,123.00 *
W652468	LE, STEPHANIE THU	RENT SUBSIDY	3,601.00 *
W652468	LE, THANH TIEN	RENT SUBSIDY	1,893.00 *
W652468	LE, TINA M	RENT SUBSIDY	1,061.00 *
W652468	LE, PHUONG L.	RENT SUBSIDY	664.00 *
W652470	LE, VICTOR	RENT SUBSIDY	1,608.00 *
W652472	LE, ANH NGOC	RENT SUBSIDY	1,217.00 *
W652473	LE, XAN NGOC	RENT SUBSIDY	1,051.00 *
W652474	LEDUC, MONIQUE	RENT SUBSIDY	1,504.00 *
W652474	LEE, DAVID OR TRINH	RENT SUBSIDY	513.00 *
W652474	LEMON GROVE LP	RENT SUBSIDY	1,099.00 *
W652475	LEUNG, ROGER	RENT SUBSIDY	1,510.00 *
W652475	LI, SOL M	RENT SUBSIDY	1,672.00 *
W652476	LIM, HONG S	RENT SUBSIDY	2,098.00 *
W652476	LIN, DAVID	RENT SUBSIDY	2,496.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652476	LIN, EEL-YU	RENT SUBSIDY	639.00 *
W652476	LINCOLN VILLAS APT HOMES, LLC	RENT SUBSIDY	7,173.00 *
W652476	LINCOLN WOODS APARTMENTS	RENT SUBSIDY	1,732.00 *
W652476	LITTON, KATHERINE	RENT SUBSIDY	1,284.00 *
W652476	LLE LLC	RENT SUBSIDY	1,032.00 *
W652476	LONG, TU-ANH & DUONG, TROY	RENT SUBSIDY	654.00 *
W652476	LOTUS PROPERTIES	RENT SUBSIDY	3,043.00 *
W652476	LOUIE, CINDY W	RENT SUBSIDY	1,905.00 *
W652476	LU, QUYNH THUY	RENT SUBSIDY	2,327.00 *
W652476	LUONG, KHANH	RENT SUBSIDY	1,134.00 *
W652476	LUONG, LONG DUC	RENT SUBSIDY	968.00 *
W652476	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,977.00 *
W652476	LUU, ALLEN	RENT SUBSIDY	1,444.00 *
W652476	LUU, TUAN V	RENT SUBSIDY	1,506.00 *
W652476	LUU, XUYEN	RENT SUBSIDY	1,438.00 *
W652476	LUVIE CORPORATION	RENT SUBSIDY	932.00 *
W652476	LY, DUC T	RENT SUBSIDY	1,444.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652476	LY, MING	RENT SUBSIDY	1,568.00 *
W652476	LY, TAN Q	RENT SUBSIDY	1,023.00 *
W652476	LY, THANH	RENT SUBSIDY	1,431.00 *
W652476	LY, TUYEN X	RENT SUBSIDY	2,311.00 *
W652476	LY, TRANH	RENT SUBSIDY	1,749.00 *
W652476	LY, ANDY	RENT SUBSIDY	1,798.00 *
W652477	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	6,236.00 *
W652478	MAGNOLIA PLAZA	RENT SUBSIDY	2,217.00 *
W652479	MAI, ANN N	RENT SUBSIDY	2,521.00 *
W652479	MAI, FRANK	RENT SUBSIDY	1,848.00 *
W652479	MAI, LINDA	RENT SUBSIDY	956.00 *
W652479	MAI, CHUCK	RENT SUBSIDY	1,808.00 *
W652479	MAI-NGO, JAIMIE	RENT SUBSIDY	1,150.00 *
W652481	MANDAS, KONSTANTINOS P.	RENT SUBSIDY	3,820.00 *
W652483	MARIPOSA PROPERTIES	RENT SUBSIDY	1,059.00 *
W652484	MAYER, LEOPOLD	RENT SUBSIDY	2,244.00 *
W652484	MC GOFF, JOHN	RENT SUBSIDY	1,440.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652484	MCCOWN, A R	RENT SUBSIDY	1,648.00 *
W652484	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	2,224.00 *
W652484	MEAGHER, ELMER	RENT SUBSIDY	1,822.00 *
W652484	MEAK, MANH	RENT SUBSIDY	1,318.00 *
W652484	MEHTA, JAGDISH P	RENT SUBSIDY	2,737.00 *
W652484	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	712.00 *
W652484	MEYSENBURG, MAURICE F.	RENT SUBSIDY	1,085.00 *
W652484	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,026.00 *
W652484	MAX & MIN PROPERTIES, LLC	RENT SUBSIDY	2,596.00 *
W652485	MIKE & KATHY LEE LP	RENT SUBSIDY	2,653.00 *
W652485	MILLER, ROSEMARY	RENT SUBSIDY	1,251.00 *
W652487	MONARCH POINTE	RENT SUBSIDY	1,293.00 *
W652487	MONARK, LP	RENT SUBSIDY	1,299.00 *
W652487	MONTEBELLO, ANTHONY	RENT SUBSIDY	1,097.00 *
W652487	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,266.00 *
W652487	N & V DEVELOPMENT, LLC	RENT SUBSIDY	7,249.00 *
W652487	N&V DEVELOPMENT, LLC	RENT SUBSIDY	1,114.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652487	N&V DEVELOPMENT, LLC	RENT SUBSIDY	9,625.00 *
W652487	NACHAM, ABRAM B	RENT SUBSIDY	947.00 *
W652487	MORALES, BACH	RENT SUBSIDY	1,892.00 *
W652487	MORNINGSIDE APTS, LLC	RENT SUBSIDY	6,374.00 *
W652488	NAMSIH, PATRICK	RENT SUBSIDY	1,435.00 *
W652488	NEW HORIZONVIEW, LLC	RENT SUBSIDY	2,669.00 *
W652488	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,054.00 *
W652488	NEWPORT ESTATE EXPANSION LLC	RENT SUBSIDY	1,100.00 *
W652488	NEWPORT SR. VILLAGE Atten: OFFICE	RENT SUBSIDY	798.00 *
W652488	NGHIEM, DALE XUAN	RENT SUBSIDY	907.00 *
W652488	NGHIEM, DANIEL	RENT SUBSIDY	20,120.00 *
W652489	NGO, HONG DIEP LE	RENT SUBSIDY	942.00 *
W652489	NGO, DAVID	RENT SUBSIDY	1,254.00 *
W652490	NGO, LOC T	RENT SUBSIDY	681.00 *
W652491	NGO, TAMMY	RENT SUBSIDY	1,059.00 *
W652492	NGUYEN, AN MANH	RENT SUBSIDY	1,043.00 *
W652492	NGUYEN, ANA-KARINA A.	RENT SUBSIDY	1,237.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652493	NGUYEN, ANDREW Q	RENT SUBSIDY	1,736.00 *
W652493	NGUYEN, ANH	RENT SUBSIDY	697.00 *
W652493	NGUYEN, ANH-DAO	RENT SUBSIDY	961.00 *
W652493	NGUYEN, ANNIE	RENT SUBSIDY	2,322.00 *
W652493	NGUYEN, ANTHONY	RENT SUBSIDY	1,140.00 *
W652495	NGUYEN, BINH NGOC	RENT SUBSIDY	2,784.00 *
W652495	NGUYEN, BINH QUOC	RENT SUBSIDY	2,181.00 *
W652495	NGUYEN, BOYCE JR	RENT SUBSIDY	1,162.00 *
W652495	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	2,963.00 *
W652495	NGUYEN, CALVIN H	RENT SUBSIDY	1,341.00 *
W652495	NGUYEN, CHARLIE	RENT SUBSIDY	1,415.00 *
W652495	NGUYEN, CHRISTINE	RENT SUBSIDY	2,173.00 *
W652495	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,409.00 *
W652495	NGUYEN, CHUONG	RENT SUBSIDY	1,319.00 *
W652495	NGUYEN, CUONG	RENT SUBSIDY	2,087.00 *
W652496	NGUYEN, DAT	RENT SUBSIDY	1,500.00 *
W652496	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,235.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652496	NGUYEN, DIEM-THUY	RENT SUBSIDY	1,503.00 *
W652496	NGUYEN, DONG	RENT SUBSIDY	841.00 *
W652496	NGUYEN, DUONG	RENT SUBSIDY	1,538.00 *
W652496	NGUYEN, DZUNG DAN	RENT SUBSIDY	947.00 *
W652496	NGUYEN, DAN	RENT SUBSIDY	1,095.00 *
W652496	NGUYEN, DUNG KIM	RENT SUBSIDY	1,959.00 *
W652496	NGUYEN, ERIC	RENT SUBSIDY	1,375.00 *
W652496	NGUYEN, DEBBY & TRAN, RICHARD	RENT SUBSIDY	1,730.00 *
W652496	NGUYEN, DENISE LOAN THU	RENT SUBSIDY	797.00 *
W652497	NGUYEN, HANG	RENT SUBSIDY	1,841.00 *
W652497	NGUYEN, HANH V	RENT SUBSIDY	1,401.00 *
W652497	NGUYEN, HAO & HUONG T	RENT SUBSIDY	847.00 *
W652497	NGUYEN, HOA THI OR NGUYEN, JOSEPH	RENT SUBSIDY	4,997.00 *
W652497	NGUYEN, HOAN VAN	RENT SUBSIDY	829.00 *
W652498	NGUYEN, HUAN NGOC	RENT SUBSIDY	1,264.00 *
W652498	NGUYEN, HUE THI	RENT SUBSIDY	1,166.00 *
W652498	NGUYEN, HUNG	RENT SUBSIDY	2,474.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652498	NGUYEN, HUNG X	RENT SUBSIDY	1,254.00 *
W652498	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	2,516.00 *
W652498	NGUYEN, JEANNIE	RENT SUBSIDY	1,043.00 *
W652498	NGUYEN, JOHN QUANG	RENT SUBSIDY	1,731.00 *
W652498	NGUYEN, KENNETH	RENT SUBSIDY	1,423.00 *
W652498	NGUYEN, KHAI HUE	RENT SUBSIDY	2,281.00 *
W652498	NGUYEN, KHANH	RENT SUBSIDY	2,077.00 *
W652498	NGUYEN, KHANH DANG	RENT SUBSIDY	905.00 *
W652498	NGUYEN, KHOI	RENT SUBSIDY	1,527.00 *
W652498	NGUYEN, KIEN	RENT SUBSIDY	4,065.00 *
W652498	NGUYEN, KIMCHI THI	RENT SUBSIDY	1,950.00 *
W652498	NGUYEN, KIMCHUNG	RENT SUBSIDY	267.00 *
W652498	NGUYEN, JULIE MAI	RENT SUBSIDY	1,020.00 *
W652498	NGUYEN, KEVIN	RENT SUBSIDY	1,924.00 *
W652498	NGUYEN, JULIE	RENT SUBSIDY	1,328.00 *
W652498	NGUYEN, KIEN THI	RENT SUBSIDY	1,464.00 *
W652499	NGUYEN, LANIE	RENT SUBSIDY	2,602.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652500	NGUYEN, LINDA	RENT SUBSIDY	2,320.00 *
W652500	NGUYEN, LINDA LIEN	RENT SUBSIDY	1,619.00 *
W652502	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,554.00 *
W652502	NGUYEN, LUONG	RENT SUBSIDY	1,077.00 *
W652502	NGUYEN, LYNDA	RENT SUBSIDY	1,048.00 *
W652503	NGUYEN, MAI H	RENT SUBSIDY	2,338.00 *
W652503	NGUYEN, MAN M	RENT SUBSIDY	1,257.00 *
W652503	NGUYEN, MICHAEL Q	RENT SUBSIDY	1,389.00 *
W652503	NGUYEN, MICHAEL THANG	RENT SUBSIDY	1,839.00 *
W652504	NGUYEN, MY THI	RENT SUBSIDY	1,378.00 *
W652504	NGUYEN, MYLY	RENT SUBSIDY	1,300.00 *
W652504	NGUYEN, MYRA D	RENT SUBSIDY	3,310.00 *
W652504	NGUYEN, NANCY	RENT SUBSIDY	7,336.00 *
W652504	NGUYEN, NGHIA	RENT SUBSIDY	1,395.00 *
W652504	NGUYEN, NGHI	RENT SUBSIDY	2,182.00 *
W652505	NGUYEN, ORCHID	RENT SUBSIDY	1,604.00 *
W652505	NGUYEN, OSCAR THUAN	RENT SUBSIDY	1,928.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652505	NGUYEN, PETER	RENT SUBSIDY	4,056.00 *
W652505	NGUYEN, PHONG	RENT SUBSIDY	3,037.00 *
W652505	NGUYEN, PHUONG MY THI	RENT SUBSIDY	10,007.00 *
W652505	NGUYEN, QUAN	RENT SUBSIDY	2,107.00 *
W652507	NGUYEN, SKY	RENT SUBSIDY	3,295.00 *
W652507	NGUYEN, SON DINH	RENT SUBSIDY	1,172.00 *
W652507	NGUYEN, STEVE	RENT SUBSIDY	2,946.00 *
W652507	NGUYEN, SHAWN B	RENT SUBSIDY	2,010.00 *
W652508	NGUYEN, STEVEN	RENT SUBSIDY	952.00 *
W652509	NGUYEN, STEVEN	RENT SUBSIDY	1,753.00 *
W652509	NGUYEN, STEVENS	RENT SUBSIDY	1,101.00 *
W652510	NGUYEN, THAI DUC	RENT SUBSIDY	2,008.00 *
W652510	NGUYEN, THANG XUAN	RENT SUBSIDY	1,090.00 *
W652511	NGUYEN, THANH-LE	RENT SUBSIDY	1,599.00 *
W652511	NGUYEN, THANH-NHAN	RENT SUBSIDY	529.00 *
W652511	NGUYEN, THINH QUOC	RENT SUBSIDY	1,353.00 *
W652512	NGUYEN, THUY	RENT SUBSIDY	2,036.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652513	NGUYEN, THUYHUONG THI	RENT SUBSIDY	1,038.00 *
W652513	NGUYEN, TIEP	RENT SUBSIDY	1,939.00 *
W652513	NGUYEN, TIMMY	RENT SUBSIDY	1,908.00 *
W652513	NGUYEN, TOM ANH	RENT SUBSIDY	934.00 *
W652513	NGUYEN, TRACY TRUC	RENT SUBSIDY	800.00 *
W652513	NGUYEN, TUAN HOANG	RENT SUBSIDY	2,140.00 *
W652513	NGUYEN, TUAN NGOC	RENT SUBSIDY	2,117.00 *
W652513	NGUYEN, TUNG QUOC	RENT SUBSIDY	2,190.00 *
W652513	NGUYEN, TUNG XUAN	RENT SUBSIDY	825.00 *
W652513	NGUYEN, TUYET TRINH	RENT SUBSIDY	2,599.00 *
W652513	NGUYEN, VAN HUY	RENT SUBSIDY	1,843.00 *
W652513	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	397.00 *
W652513	NGUYEN, TRANG	RENT SUBSIDY	1,518.00 *
W652513	NGUYEN, TUYET MAI	RENT SUBSIDY	1,217.00 *
W652513	NGUYEN, TUONG LAN DAI	RENT SUBSIDY	1,742.00 *
W652514	NGUYEN, VIVIAN	RENT SUBSIDY	1,239.00 *
W652514	NGUYEN, CANG	RENT SUBSIDY	1,086.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652514	NGUYEN, CUONG CHI	RENT SUBSIDY	4,448.00 *
W652514	NGUYEN, DUNG VAN	RENT SUBSIDY	916.00 *
W652514	NGUYEN, HAN	RENT SUBSIDY	1,026.00 *
W652514	NGUYEN, HUNG C.	RENT SUBSIDY	1,337.00 *
W652514	NGUYEN, HUUY	RENT SUBSIDY	1,988.00 *
W652514	NGUYEN, HUYN T.T.	RENT SUBSIDY	3,652.00 *
W652514	NGUYEN, JAMES	RENT SUBSIDY	986.00 *
W652514	NGUYEN, LANI LAN T	RENT SUBSIDY	1,049.00 *
W652514	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,257.00 *
W652514	NGUYEN, MINH NGOC	RENT SUBSIDY	1,240.00 *
W652514	NGUYEN, VU	RENT SUBSIDY	1,284.00 *
W652514	NGUYEN, YVONNE QUYEN	RENT SUBSIDY	2,347.00 *
W652514	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	3,899.00 *
W652516	NGUYEN, PERRY	RENT SUBSIDY	1,065.00 *
W652517	NGUYEN, THANH	RENT SUBSIDY	3,424.00 *
W652517	NGUYEN, THANH-TUYEN	RENT SUBSIDY	2,825.00 *
W652517	NGUYEN, THINH THI	RENT SUBSIDY	7,234.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652517	NGUYEN, TIFFANY	RENT SUBSIDY	2,503.00 *
W652517	NGUYEN, TIM	RENT SUBSIDY	484.00 *
W652519	NGUYEN, WIN	RENT SUBSIDY	1,552.00 *
W652519	NGUYEN, XUAN YEN	RENT SUBSIDY	1,067.00 *
W652519	NGUYEN-LAM, PHIYEN TERESA	RENT SUBSIDY	1,104.00 *
W652519	NGUYEN-THIEN-NH, DIANA	RENT SUBSIDY	2,451.00 *
W652520	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	996.00 *
W652520	NIGUEL EQUITY PARTNERS, LLC	RENT SUBSIDY	1,859.00 *
W652520	NNT PROPERTIES LLC	RENT SUBSIDY	1,666.00 *
W652521	OLSEN, MARIEL J	RENT SUBSIDY	1,242.00 *
W652521	OMDAHL, JOHN	RENT SUBSIDY	1,657.00 *
W652521	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	26,748.00 *
W652521	ORANGE TREE APTS	RENT SUBSIDY	17,171.00 *
W652521	OZAKI, SUIKO	RENT SUBSIDY	1,249.00 *
W652521	P & J PROPERTY MANAGEMENT	RENT SUBSIDY	1,400.00 *
W652521	PAHU, BRADRAKUMAR L	RENT SUBSIDY	1,142.00 *
W652521	PALM COURT APARTMENTS	RENT SUBSIDY	2,409.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652521	PALM ISLAND	RENT SUBSIDY	12,561.00 *
W652521	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,194.00 *
W652521	PALM GARDEN APARTMENTS	RENT SUBSIDY	982.00 *
W652523	PARISIAN APARTMENTS, LP	RENT SUBSIDY	1,153.00 *
W652523	PARK LANDING APARTMENTS	RENT SUBSIDY	1,227.00 *
W652523	PARK PLACE APTS LLP	RENT SUBSIDY	4,193.00 *
W652523	PARK, JIN	RENT SUBSIDY	1,464.00 *
W652524	PATEL DILIP M	RENT SUBSIDY	5,088.00 *
W652524	PATEL, SMITA DIPAK	RENT SUBSIDY	1,075.00 *
W652527	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	2,688.00 *
W652527	PELICAN INVESTMENTS #8 LLC	RENT SUBSIDY	1,124.00 *
W652527	PELICAN INVESTMENTS, LLC	RENT SUBSIDY	523.00 *
W652527	PETITE ELISE, LLC	RENT SUBSIDY	653.00 *
W652528	PHAM, BINH Q	RENT SUBSIDY	1,445.00 *
W652528	PHAM, CAROLINE	RENT SUBSIDY	2,922.00 *
W652528	PHAM, CHIEN DINH	RENT SUBSIDY	1,197.00 *
W652529	PHAM, DAVID LINH	RENT SUBSIDY	1,862.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652529	PHAM, DUNG TIEN	RENT SUBSIDY	1,613.00 *
W652529	PHAM, HIEU	RENT SUBSIDY	1,866.00 *
W652529	PHAM, HOANG	RENT SUBSIDY	3,611.00 *
W652529	PHAM, KHANG	RENT SUBSIDY	998.00 *
W652529	PHAM, KIM ANH OR PHAM, LUCY	RENT SUBSIDY	3,192.00 *
W652529	PHAM, LAN VAN	RENT SUBSIDY	2,313.00 *
W652529	PHAM, LIEN	RENT SUBSIDY	1,140.00 *
W652529	PHAM, MINH VAN	RENT SUBSIDY	835.00 *
W652529	PHAM, NGHIA	RENT SUBSIDY	1,430.00 *
W652530	PHAM, PHUONG T	RENT SUBSIDY	1,173.00 *
W652530	PHAM, PAULINE TRAM	RENT SUBSIDY	1,435.00 *
W652531	PHAM, QUYNH GIAO	RENT SUBSIDY	2,305.00 *
W652531	PHAM, RICHARD	RENT SUBSIDY	862.00 *
W652531	PHAM, SON THAI	RENT SUBSIDY	1,480.00 *
W652531	PHAM, THANH QUOC	RENT SUBSIDY	2,873.00 *
W652531	PHAM, TIEN M	RENT SUBSIDY	681.00 *
W652531	PHAM, TIM	RENT SUBSIDY	2,725.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652531	PHAM, TRI	RENT SUBSIDY	1,749.00 *
W652531	PHAM, TUAN A	RENT SUBSIDY	794.00 *
W652531	PHAM, TUAN A.	RENT SUBSIDY	1,096.00 *
W652531	PHAM, TRUONG TAI	RENT SUBSIDY	2,231.00 *
W652531	PHAM, QUYNH-ANH HOANG	RENT SUBSIDY	1,403.00 *
W652531	PHAM, TRANG	RENT SUBSIDY	1,030.00 *
W652532	PHAM, VAN LOAN THI	RENT SUBSIDY	862.00 *
W652533	PHAM, VERONIQUE	RENT SUBSIDY	1,476.00 *
W652533	PHAM, VU	RENT SUBSIDY	1,054.00 *
W652533	PHAM, XUANNHA T	RENT SUBSIDY	818.00 *
W652533	PHAM, HAI MINH	RENT SUBSIDY	6,913.00 *
W652533	PHAM, HELEN	RENT SUBSIDY	1,035.00 *
W652534	PHAM, QUANG	RENT SUBSIDY	1,835.00 *
W652534	PHAN, OANH	RENT SUBSIDY	3,456.00 *
W652534	PHAN, TAMMY	RENT SUBSIDY	1,342.00 *
W652534	PHAN, THANH T	RENT SUBSIDY	567.00 *
W652534	PHAN, KATHY	RENT SUBSIDY	2,083.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652536	PHAN, DON	RENT SUBSIDY	1,342.00 *
W652536	PHAN, TOAN CONG	RENT SUBSIDY	948.00 *
W652536	PHARN, ART S	RENT SUBSIDY	2,086.00 *
W652536	PINE TREE PROPERTY, LLC	RENT SUBSIDY	1,281.00 *
W652536	PINCEK, DAVID	RENT SUBSIDY	816.00 *
W652536	PHI, ANH	RENT SUBSIDY	1,726.00 *
W652537	PJP PROPERTIES, LLC	RENT SUBSIDY	1,987.00 *
W652537	PLANO HOUSING AUTHORITY	PORTABILITY ADMIN	106.78 *
W652537	PLANO HOUSING AUTHORITY	RENT SUBSIDY	1,474.00 *
W652537	PLAZA PATRIA COURT LTD	RENT SUBSIDY	927.00 *
W652538	PLYMOUTH HRA	PORTABILITY ADMIN	67.05 *
W652538	PLYMOUTH HRA	RENT SUBSIDY	517.00 *
W652538	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,500.00 *
W652538	POKAL, SAILESH	RENT SUBSIDY	991.00 *
W652538	PNB GREEN EXPANSION MGMT, LLC	RENT SUBSIDY	2,663.00 *
W652539	POWELL, LEO OR DEBORAH	RENT SUBSIDY	3,831.00 *
W652539	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	4,458.00 *
W652539	PUGH, RONNIE	RENT SUBSIDY	938.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652539	QUACH, JAMIE	RENT SUBSIDY	1,057.00 *
W652539	QUACH, SAN T	RENT SUBSIDY	1,150.00 *
W652539	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,257.00 *
W652539	QUAN, JEANNIE	RENT SUBSIDY	1,202.00 *
W652539	QUAN, VAN-LAN	RENT SUBSIDY	2,160.00 *
W652539	QUINN, GARY L	RENT SUBSIDY	769.00 *
W652540	RATANJEE, D M	RENT SUBSIDY	899.00 *
W652540	RAVART PACIFIC LP	RENT SUBSIDY	1,014.00 *
W652540	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,203.00 *
W652541	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,094.00 *
W652541	REYES, RAYMOND	RENT SUBSIDY	1,164.00 *
W652541	ROANOKE INC	RENT SUBSIDY	1,267.00 *
W652541	ROBERTA APTS LP	RENT SUBSIDY	1,963.00 *
W652541	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,228.00 *
W652541	RODRIGUEZ, ALBERT/PATRICIA	RENT SUBSIDY	1,030.00 *
W652541	ROMO, JULIETA	RENT SUBSIDY	541.00 *
W652541	ROSSIGNOL, CHARLENE	RENT SUBSIDY	813.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652541	RED BLOSSOM INVESTMENTS, LLC	RENT SUBSIDY	1,251.00 *
W652542	SABUNJIAN, MIHRAN	RENT SUBSIDY	8,662.00 *
W652542	SALSOL PROPERTIES, LLC	RENT SUBSIDY	2,003.00 *
W652542	SAN MARCO APTS	RENT SUBSIDY	1,190.00 *
W652542	SARGENT, PAT	RENT SUBSIDY	1,249.00 *
W652542	SCHLEIFER, JILL ANN	RENT SUBSIDY	2,422.00 *
W652542	SAN MARINO	RENT SUBSIDY	665.00 *
W652543	SCWJ, LLC	RENT SUBSIDY	1,243.00 *
W652543	SEO, LISA & BRYAN	RENT SUBSIDY	1,305.00 *
W652543	SERRANO WOODS, LP	RENT SUBSIDY	1,111.00 *
W652543	SHIH, MOLLY	RENT SUBSIDY	1,467.00 *
W652543	SHREEVES PROPERTIES, LLC	RENT SUBSIDY	4,605.00 *
W652543	SCOTT G JOE	RENT SUBSIDY	880.00 *
W652543	SCULLIN, ALFRED L	RENT SUBSIDY	1,324.00 *
W652543	SIGEL, IRV D	RENT SUBSIDY	1,173.00 *
W652543	SERNA, ALVINA	RENT SUBSIDY	711.00 *
W652543	SHERBOURNE PLUS, LLC	RENT SUBSIDY	869.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652544	SINGING TREE	RENT SUBSIDY	1,210.00 *
W652544	SIU, BAY	RENT SUBSIDY	1,301.00 *
W652544	SPEARS, JAMES	RENT SUBSIDY	1,092.00 *
W652544	SPRINGDALE STREET APARTMENTS	RENT SUBSIDY	2,240.00 *
W652544	SPRINGDALE VILLA APTS	RENT SUBSIDY	732.00 *
W652544	SPRINGSIDE, LLC	RENT SUBSIDY	7,742.00 *
W652544	STANTON GROUP THREE, LLC	RENT SUBSIDY	4,634.00 *
W652544	STANTON GROUP, LLC	RENT SUBSIDY	1,946.00 *
W652544	STERLING COURT SENIOR APTS	RENT SUBSIDY	1,071.00 *
W652544	STEWART PROPERTIES	RENT SUBSIDY	948.00 *
W652544	STIDHAM, ERICA	RENT SUBSIDY	4,710.00 *
W652544	STRUCTURE PROPERTY MGMT GROUP	RENT SUBSIDY	1,020.00 *
W652544	SILVERSTEIN, IRVIN	RENT SUBSIDY	1,204.00 *
W652544	SILVER COVE APARTMENTS, LP	RENT SUBSIDY	941.00 *
W652546	SU, UN	RENT SUBSIDY	1,988.00 *
W652546	SUNGROVE SENIOR APTS	RENT SUBSIDY	21,513.00 *
W652546	SUNNYGATE, LLC	RENT SUBSIDY	2,927.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652546	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	6,677.00 *
W652546	SUNWISE PROPERTIES LLC	RENT SUBSIDY	729.00 *
W652546	SWEIDA, EMILE J	RENT SUBSIDY	1,169.00 *
W652546	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	7,308.00 *
W652546	SYLVAN REALTY INC	RENT SUBSIDY	612.00 *
W652546	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	RENT SUBSIDY	1,901.00 *
W652546	STUART DRIVE/ROSE GARDEN APTS	RENT SUBSIDY	86,128.00 *
W652547	TA, VINH	RENT SUBSIDY	1,993.00 *
W652547	TAHAMI, ALI	RENT SUBSIDY	1,856.00 *
W652547	TAMERLANE APARTMENTS	RENT SUBSIDY	900.00 *
W652547	TANG, ENLIANG T	RENT SUBSIDY	1,107.00 *
W652547	TDT WASHINGTON, LLC	RENT SUBSIDY	1,922.00 *
W652547	TAMERLANE ASSOCIATES LLC	RENT SUBSIDY	2,362.00 *
W652548	THACH, HENRY	RENT SUBSIDY	2,098.00 *
W652549	THAI, PAULA	RENT SUBSIDY	2,596.00 *
W652549	THE BERNTH FAMILY TRUST	RENT SUBSIDY	2,994.00 *
W652549	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	810.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652549	THE FLORENTINE APTS	RENT SUBSIDY	860.00 *
W652549	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	38,498.00 *
W652549	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	6,803.00 *
W652550	THE MEDITERRANEAN APTS	RENT SUBSIDY	944.00 *
W652551	THE ROSE GARDEN APTS	RENT SUBSIDY	6,804.00 *
W652553	THULSIRAJ, ANA MARIA	RENT SUBSIDY	2,778.00 *
W652553	THSW PARTNERS, LLC dba DALE APTS	RENT SUBSIDY	6,945.00 *
W652554	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	3,892.00 *
W652555	TLHA PALM LLC	RENT SUBSIDY	1,860.00 *
W652555	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	19,030.00 *
W652555	TN INVESTMENTS PROPERTIES, LLC	RENT SUBSIDY	16,758.00 *
W652555	TO, KIMTRUNG THI	RENT SUBSIDY	1,116.00 *
W652555	TO, VAN THU	RENT SUBSIDY	6,240.00 *
W652555	TON, TAP THAT	RENT SUBSIDY	1,458.00 *
W652555	TLHA DOTY, LLC	RENT SUBSIDY	3,557.00 *
W652555	TOC TOC, LLC	RENT SUBSIDY	3,251.00 *
W652556	TON, KHANH	RENT SUBSIDY	2,199.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652556	TONNU, JOANNE C	RENT SUBSIDY	2,352.00 *
W652556	TOPADVANCED, LLC	RENT SUBSIDY	3,364.00 *
W652556	TRAN, ANDREW	RENT SUBSIDY	4,755.00 *
W652556	TRAN, ANH TUYET T	RENT SUBSIDY	1,074.00 *
W652556	TRAN'S APARTMENTS	RENT SUBSIDY	4,311.00 *
W652557	TRAN, CATHY	RENT SUBSIDY	1,096.00 *
W652557	TRAN, ANTON	RENT SUBSIDY	677.00 *
W652559	TRAN, FREDERICK M	RENT SUBSIDY	1,130.00 *
W652559	TRAN, HANG	RENT SUBSIDY	1,373.00 *
W652559	TRAN, HENRY	RENT SUBSIDY	1,076.00 *
W652559	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,043.00 *
W652559	TRAN, HO VAN	RENT SUBSIDY	5,508.00 *
W652559	TRAN, HOA THU	RENT SUBSIDY	1,222.00 *
W652559	TRAN, HUNG QUOC	RENT SUBSIDY	969.00 *
W652559	TRAN, JANE	RENT SUBSIDY	1,205.00 *
W652559	TRAN, JIM DUC	RENT SUBSIDY	1,356.00 *
W652559	TRAN, JOSEPH QUANG	RENT SUBSIDY	779.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652559	TRAN, JOSEPHINE	RENT SUBSIDY	1,536.00 *
W652559	TRAN, KEVIN THANH	RENT SUBSIDY	1,036.00 *
W652559	TRAN, KIM VAN	RENT SUBSIDY	1,333.00 *
W652559	TRAN, LAY THI	RENT SUBSIDY	1,520.00 *
W652559	TRAN, LOC H	RENT SUBSIDY	971.00 *
W652559	TRAN, LUAN D.	RENT SUBSIDY	1,090.00 *
W652559	TRAN, LUCIA THUY	RENT SUBSIDY	869.00 *
W652559	TRAN, MAI	RENT SUBSIDY	1,617.00 *
W652559	TRAN, MARY	RENT SUBSIDY	351.00 *
W652559	TRAN, HOA	RENT SUBSIDY	1,095.00 *
W652559	TRAN, JOHNNY	RENT SUBSIDY	2,140.00 *
W652559	TRAN, KHOI NGOC	RENT SUBSIDY	1,522.00 *
W652559	TRAN, HIEN	RENT SUBSIDY	1,536.00 *
W652560	TRAN, MY T	RENT SUBSIDY	817.00 *
W652560	TRAN, NGOC THI	RENT SUBSIDY	1,213.00 *
W652560	TRAN, NHUT NGUYEN	RENT SUBSIDY	2,867.00 *
W652560	TRAN, RYAN	RENT SUBSIDY	1,303.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652560	TRAN, SON THANH	RENT SUBSIDY	845.00 *
W652560	TRAN, SONNY	RENT SUBSIDY	709.00 *
W652560	TRAN, TAM ANH	RENT SUBSIDY	1,829.00 *
W652560	TRAN, TAM MINH	RENT SUBSIDY	1,367.00 *
W652560	TRAN, NGAN	RENT SUBSIDY	1,945.00 *
W652561	TRAN, THERESA T	RENT SUBSIDY	1,141.00 *
W652561	TRAN, THONG	RENT SUBSIDY	1,275.00 *
W652561	TRAN, THU HUONG THI	RENT SUBSIDY	831.00 *
W652562	TRAN, TIM	RENT SUBSIDY	837.00 *
W652562	TRAN, TINA	RENT SUBSIDY	3,466.00 *
W652562	TRAN, TRUNG H.	RENT SUBSIDY	2,408.00 *
W652562	TRAN, TRUYEN & HELEN	RENT SUBSIDY	1,599.00 *
W652562	TRAN, TU	RENT SUBSIDY	1,426.00 *
W652562	TRAN, VAN	RENT SUBSIDY	767.00 *
W652562	TRAN, VICTORIA	RENT SUBSIDY	2,260.00 *
W652562	TRAN, BAU	RENT SUBSIDY	916.00 *
W652562	TRAN, PAUL TUAN DUC	RENT SUBSIDY	1,195.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652562	TRAN, THAO DUC	RENT SUBSIDY	1,462.00 *
W652562	TRAN, THU-HANG	RENT SUBSIDY	2,477.00 *
W652562	TRAN, TUAN HUY	RENT SUBSIDY	1,103.00 *
W652562	TRAN, TRI	RENT SUBSIDY	996.00 *
W652563	TRANG, TOM	RENT SUBSIDY	1,553.00 *
W652563	TRAVIS, BILLY V	RENT SUBSIDY	1,618.00 *
W652564	TRIEU, NANCY	RENT SUBSIDY	1,340.00 *
W652564	TRINH, EMMA	RENT SUBSIDY	1,080.00 *
W652564	TRINH, HAI	RENT SUBSIDY	1,609.00 *
W652564	TRINH, THANH-MAI	RENT SUBSIDY	1,850.00 *
W652564	TRIEU, HONG QUANG	RENT SUBSIDY	1,116.00 *
W652565	TRINH, TUAN	RENT SUBSIDY	1,311.00 *
W652565	TRINH, TUNG XUAN	RENT SUBSIDY	1,426.00 *
W652566	TRUONG, DUNG T	RENT SUBSIDY	350.00 *
W652566	TRUONG, HANH NGOC	RENT SUBSIDY	1,335.00 *
W652566	TRUONG, KHOA BUU	RENT SUBSIDY	1,310.00 *
W652566	TRUONG, STEVE OR HO, NATALIE	RENT SUBSIDY	1,181.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652568	TRUONG, QUYEN MY	RENT SUBSIDY	1,174.00 *
W652568	TRUONG, TOMMY	RENT SUBSIDY	1,338.00 *
W652569	TSAI, CAROLINE	RENT SUBSIDY	2,108.00 *
W652569	TSAO, YUNGLIN & SHU-MEI	RENT SUBSIDY	1,134.00 *
W652569	TU BI THIEN TAM	RENT SUBSIDY	2,713.00 *
W652571	TUDOR GROVE	RENT SUBSIDY	71,853.00 *
W652572	TUSTIN AFFORDABLE HOUSING ATTN: OFFICE	RENT SUBSIDY	1,363.00 *
W652572	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,571.00 *
W652572	V W PROPERTY	RENT SUBSIDY	4,315.00 *
W652572	VALLEY VIEW SENIOR APTS	RENT SUBSIDY	8,151.00 *
W652572	VAN, MINH XUONG	RENT SUBSIDY	512.00 *
W652572	VAN, RONALD	RENT SUBSIDY	1,759.00 *
W652572	VALDEZ, CONNIE	RENT SUBSIDY	1,089.00 *
W652573	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	2,605.00 *
W652574	VERSAILLES APTS	RENT SUBSIDY	3,749.00 *
W652574	VILLA BARCELONA APTS	RENT SUBSIDY	1,769.00 *
W652576	VINTAGE CANYON SR APTS	RENT SUBSIDY	1,043.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652576	VINTAGE FLAGSHIP, LLC	RENT SUBSIDY	2,192.00 *
W652576	VIRAMONTES, ARTHUR E	RENT SUBSIDY	1,076.00 *
W652578	VJ SURGICAL, LLC	RENT SUBSIDY	969.00 *
W652578	VLE RENTAL, LLC	RENT SUBSIDY	4,644.00 *
W652578	VO, JEFF	RENT SUBSIDY	1,076.00 *
W652578	VO, KHANH MAI	RENT SUBSIDY	3,633.00 *
W652579	VO, LOAN	RENT SUBSIDY	1,625.00 *
W652579	VO, LOC ANH	RENT SUBSIDY	1,086.00 *
W652581	VOLE, TINA NGA	RENT SUBSIDY	1,820.00 *
W652581	VORA, NIPA D	RENT SUBSIDY	2,370.00 *
W652582	VT CAPITAL HOLDINGS, LLC	RENT SUBSIDY	994.00 *
W652582	VU, ANN HUONG	RENT SUBSIDY	974.00 *
W652582	VU, ANNIE	RENT SUBSIDY	1,450.00 *
W652582	VU, ANTHONY HAI	RENT SUBSIDY	1,406.00 *
W652582	VU, DAT	RENT SUBSIDY	11,756.00 *
W652582	VU, DAVID	RENT SUBSIDY	615.00 *
W652582	VU, DEAN	RENT SUBSIDY	1,249.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652582	VU, HOA	RENT SUBSIDY	1,038.00 *
W652582	VU, HUAN	RENT SUBSIDY	950.00 *
W652582	VU, LEO M	RENT SUBSIDY	1,763.00 *
W652582	VU, LINH DUY	RENT SUBSIDY	1,840.00 *
W652582	VU, MARY ANN	RENT SUBSIDY	727.00 *
W652582	VU, MINH	RENT SUBSIDY	824.00 *
W652582	VU, NAM H	RENT SUBSIDY	1,032.00 *
W652582	VU, PHAT D	RENT SUBSIDY	3,483.00 *
W652582	VU, PHUONG MINH	RENT SUBSIDY	1,735.00 *
W652582	VU, TAN DUY	RENT SUBSIDY	2,661.00 *
W652582	VU, DEANNA PHUONG	RENT SUBSIDY	1,548.00 *
W652582	VU, CHELSEA	RENT SUBSIDY	1,360.00 *
W652582	VU, QUANG DANG	RENT SUBSIDY	1,472.00 *
W652582	VU, KRYSTINA	RENT SUBSIDY	1,549.00 *
W652583	VU, THERESE	RENT SUBSIDY	1,255.00 *
W652583	VU, TRUNG QUOC	RENT SUBSIDY	2,550.00 *
W652583	VU, VIVIAN	RENT SUBSIDY	866.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652583	VU, TUONG MANH	RENT SUBSIDY	2,017.00 *
W652584	VUONG, HELEN DO	RENT SUBSIDY	495.00 *
W652584	WALDEN APTS	RENT SUBSIDY	4,416.00 *
W652584	WAN, HO PONG	RENT SUBSIDY	970.00 *
W652584	WANG, CHARLES	RENT SUBSIDY	4,030.00 *
W652584	WANG, SUZY	RENT SUBSIDY	3,124.00 *
W652584	WEGENER, STELLA	RENT SUBSIDY	956.00 *
W652584	WEISER, IRVING	RENT SUBSIDY	1,748.00 *
W652584	WEISSER INVESTMENTS	RENT SUBSIDY	6,245.00 *
W652584	WESLEY VILLAGE APARTMENTS	RENT SUBSIDY	4,843.00 *
W652584	WESSEIN, HENRY B	RENT SUBSIDY	824.00 *
W652584	WALD, DAVID	RENT SUBSIDY	973.00 *
W652584	VUONG, PETER H.	RENT SUBSIDY	1,882.00 *
W652584	WASHINGTON COUNTY HRA	PORTABILITY ADMIN	62.37 *
W652584	WASHINGTON COUNTY HRA	RENT SUBSIDY	1,050.00 *
W652585	WESTCHESTER PARK LP	RENT SUBSIDY	1,406.00 *
W652585	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,660.00 *
W652585	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	8,934.00 *


WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652585	WESTPARK APTS	RENT SUBSIDY	1,194.00 *
W652585	WICK, CINDY OR ED	RENT SUBSIDY	833.00 *
W652585	WILSHIRE CREST	RENT SUBSIDY	1,008.00 *
W652585	WINDSOR TOWNE LP	RENT SUBSIDY	806.00 *
W652585	WINDMILL APARTMENTS	RENT SUBSIDY	5,982.00 *
W652585	WILLOWICK ROYAL	RENT SUBSIDY	426.00 *
W652586	WINDWOOD GLEN APTS	RENT SUBSIDY	675.00 *
W652587	WINSTON PLACE, LLC	RENT SUBSIDY	1,206.00 *
W652587	WONDERFUL IDEA, LLC	RENT SUBSIDY	1,242.00 *
W652587	WONG, GIN O	RENT SUBSIDY	7,198.00 *
W652587	WONG, PHILLIP	RENT SUBSIDY	1,437.00 *
W652587	WONG, THOMAS G.	RENT SUBSIDY	1,390.00 *
W652587	WINNIE INVESTMENT	RENT SUBSIDY	5,781.00 *
W652587	WOODBIDGE VILLAS APARTMENT HOMES	RENT SUBSIDY	1,682.00 *
W652589	YAU, LEON SHU	RENT SUBSIDY	2,188.00 *
W652590	YOUNG, HENRY H	RENT SUBSIDY	1,048.00 *
W652590	ZARGARI, ROY	RENT SUBSIDY	1,084.00 *
W652590	ZHAO, GEORGE	RENT SUBSIDY	1,346.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 07/01/19

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W652590	ZASLAVSKY, EUGENIA	RENT SUBSIDY	3,816.00 *
FINAL TOTAL			<u>2,738,332.69</u>

DEMANDS #652381 - 652590 AND WIRES W652380 - W652590 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL JULY 1, 2019, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


 PATRICIA SONG - FINANCE DIRECTOR

DIRECT DEPOSITS \$2,354,216.27

WARRANT NUMBER	NAME	AMOUNT	STATUS	WARRANT NUMBER	NAME	AMOUNT	STATUS
182090	JOHN C KONRAD	(VOID)		183372	ALEX C BEARD	261.97	
183373	MARIA M GERGES	-40.43		183374	SHAYLEN L MAO	7647.97	
183375	MARIA M GERGES	44.07		183376	JUDITH A MOORE	1837.69	
183377	DIANE BELAIR	121.19		183378	MICHAEL F ROCHA	1934.63	
183379	ARTHUR J FLORES	1727.54		183380	EDWIN O THURMAN JR	577.90	
183381	KATHLYN L AGATEP	2182.59		183382	QUINCY DREI M ALBERTO	522.92	
183383	HANNAH F ALLEN	736.55		183384	ALEX C BEARD	902.19	
183385	MELISSA L BELL	745.45		183386	ABEL A CARDONA	143.22	
183387	CARLOS-DAVID G CAZARES	87.95		183388	DEANNA M CHUMACERO	274.11	
183389	ALEXANDRA M COLE	562.13		183390	BLADEN E CROSBY	540.46	
183391	VICTOR DE ROSAS	178.91		183392	AARON D DINH	387.07	
183393	KELDEN A DOWNS	853.99		183394	ALEXANDER R FOY	235.32	
183395	STEVEN E GOMEZ	810.89		183396	BIJAN HADADY	459.99	
183397	HALLIE S HUANG	388.71		183398	CASSIDY D HUTTON	582.58	
183399	JULLIANNA K KIM	750.56		183400	TAMMY D LE	923.76	
183401	ZAIDA E MONARES	623.13		183402	EVAN ROSE MOSTAD	574.62	
183403	MICHAEL P NADEAU	879.58		183404	HEAVYN J NANCE	636.61	
183405	LUAN Q NGUYEN	258.90		183406	PRISCILLA P NGUYEN	344.20	
183407	LAURA M PACHECO	486.86		183408	JAMES S PARK	818.57	
183409	NICKOLE PAUL	626.25		183410	EDOUARD T PHAN	579.10	
183411	MARIA D ROSALES	786.52		183412	GENESIS SERRATOS	436.80	
183413	MYCHAELLA J SIEVE	212.55		183414	ETHAN TANG	415.46	
183415	TIFFANY V TRIEU	281.84		183416	SAMANTHA B VARGAS	854.17	
183417	CARMEN I VERA	782.74		183418	DANIEL A ZEMBOWER	311.53	
183419	WILLIAM ALLISON	618.17		183420	KRISTINA M ALVAREZ	1356.22	
183421	O.C.E.A. GENERAL	3814.94		183422	O.C.E.A.	1077.59	
183423	COMMUNITY HEALTH CHARITI	2347.18		183424	GARDEN GROVE POLICE ASSO	1540.00	
D350501	CAROL E BECKLES	45.00		D350502	GEORGE S BRIETIGAM III	459.87	
D350503	PHAT T BUI	49.27		D350504	STEVEN R JONES	323.85	
D350505	STEPHANIE L KLOPFENSTEIN	176.14		D350506	DIEDRE THU HA NGUYEN	411.53	
D350507	KIM B NGUYEN	265.49		D350508	JOHN R O'NEILL	445.44	
D350509	PAMELA M HADDAD	412.67		D350510	BRITTANI L JOHNSON	930.92	
D350511	SHAWN S PARK	1591.07		D350512	SCOTT C STILES	6308.20	
D350513	MARIA A STIPE	2043.79		D350514	MEENA YOO	2011.10	
D350515	MARITZA PIZARRO	5205.02		D350516	TERESA L POMEROY	2883.04	
D350517	LIZABETH C VASQUEZ	1598.74		D350518	VERONICA AVILA	1919.33	
D350519	JEFFREY P DAVIS	1926.82		D350520	NOELLE N KIM	1814.51	
D350521	MARIE L MORAN	1981.90		D350522	ANA E PULIDO	3357.30	
D350523	KRISTY H THAI	2398.07		D350524	SHAUNA J CARRENO	2024.84	
D350525	VY D HO	2168.07		D350526	DANNY HUYNH	4282.67	
D350527	VILMA C KLOESS	1416.08		D350528	DANNY HUYNH	1761.14	
D350529	TAMMY LE	1935.22		D350530	LINDA MIDDENDORF	2188.88	
D350531	MARIA A NAVARRO	1188.90		D350532	PHUONG VIEN T NGUYEN	1977.53	
D350533	QUANG NGUYEN	2209.76		D350534	TINA T NGUYEN	2077.35	
D350535	THYANA T PHI	2353.50		D350536	MARIA RAMOS	2141.45	
D350537	TANYA L TO	2288.53		D350538	CUONG K TRAN	1709.38	
D350539	ELAINE TRUONG	1381.26		D350540	THANH-NGUYEN VO	1461.86	
D350541	SYLVIA GARCIA	1495.20		D350542	YUAN SONG	4278.33	
		1954.90					

**** PAGE TOTAL = 127899.33

D350543	KAREN M HARRIS	2705.35	D350544	CHRISTI C MENDOZA	602.84
D350545	JANET J CHUNG	2452.90	D350546	ANN C EIFERT	2936.47
D350547	MARGARITA A ABOLA	1704.72	D350548	MARY ANN M ALCANCIA	3197.77
D350549	MARISA ATIN RAMOS	1213.66	D350550	ELLIS EUN ROK CHANG	2744.05
D350551	ROBERT W MAY	1379.83	D350552	SHAWNA A MCDONOUGH	1327.87
D350553	HEIDY Y MUNOZ	2829.12	D350554	LIGIA ANDREI	1504.46
D350555	ARIANA B BAUTISTA	1602.85	D350556	KAREN J BROWN	828.96
D350557	CORINNE L HOFFMAN	2063.53	D350558	JEFF N KURAMOTO	3751.09
D350559	CHELSEA E LUKAS	1893.73	D350560	EDWARD E MARVIN JR	1679.91
D350561	ANGELA M MENDEZ	1643.17	D350562	JENNIFER L PETERSON	1778.41
D350563	ANH PHAM	1612.53	D350564	EVA RAMIREZ	1687.62
D350565	ALEXIS B ROMERO	1873.67	D350566	JAIIME F CHAVEZ	1463.87
D350567	GARY F HERNANDEZ	1583.04	D350568	NEAL M MANALANSAN	1601.90
D350569	DANIEL J SANCHEZ	1531.98	D350570	SANDRA E SEGAWA	3291.96
D350571	ALANA R CHENG	2843.17	D350572	PAUL GUERRERO	2488.72
D350573	LISA L KIM	4531.77	D350574	JAYME K AHL0	2516.44
D350575	JULIE A ASHLEIGH	1809.25	D350576	MICHAEL G AUSTIN	2428.06
D350577	RITA M CRAMER	2092.40	D350578	CHRISTOPHER J CRANDALL	2515.10
D350579	DAVID A DENT	3801.17	D350580	TODD C HARTWIG	2494.39
D350581	RALPH V HERNANDEZ	2171.60	D350582	AARON J HODSON	2172.25
D350583	DONALD E LUCAS	2686.67	D350584	SVETLANA MOURE	2026.01
D350585	PHU T NGUYEN	3351.90	D350586	LORENA J QUILLA-SOULES	2383.26
D350587	PEDRO ROQUE	2058.44	D350588	MARCO A VALADEZ	934.03
D350589	CHRISTOPHER CHUNG	2511.30	D350590	PRIT J KASKLA	1717.17
D350591	HUONG Q LY	1796.41	D350592	LEE W MARINO	3721.10
D350593	MARIA L MEDRANO	2528.04	D350594	MARIA C PARRA	2749.98
D350595	GREG BLODGETT	2781.63	D350596	MONICA COVARRUBIAS	2845.79
D350597	GRACE E LEE	2092.10	D350598	AMENAH ABU-HAMDIYYAH	1656.90
D350599	ROY N ROBBINS	2716.59	D350600	TIMOTHY E THRONE	1761.65
D350601	ALLISON D WILLSON	1944.66	D350602	MICHAEL C BOS	4152.51
D350603	DANIEL J CANDELARIA	3926.56	D350604	VINCENT L DE LA ROSA	1990.83
D350605	KAMYAR DIBAJ	1031.68	D350606	ALICIA M HOFER	1689.79
D350607	NICOLAS C HSIEH	2779.28	D350608	ROSEMARIE JACOT	1900.80
D350609	SHAN L LEWIS	2363.46	D350610	NAVIN B MARU	3304.69
D350611	JUAN C NAVARRO	2194.72	D350612	MICHAEL F SANTOS	2821.80
D350613	MARK P UPHUS	3486.08	D350614	JOSE A VASQUEZ	2600.89
D350615	ANA G VERGARA NEAL	2104.95	D350616	DAI C VU	3730.81
D350617	KHANG L VU	3097.64	D350618	CHRISTOPHER L ALLEN	1597.15
D350619	JOSHUA J ARIONUS	1829.08	D350620	ALEJANDRO BANUELOS	1484.83
D350621	JAN BERGER	1945.77	D350622	ROBERT P BERMUDEZ	1124.11
D350623	TIM P CANNON	3851.83	D350624	CARINA M DAN	1850.81
D350625	RYAN H DAVIS	1341.78	D350626	RONALD W DIEMERT	1887.57
D350627	CHRIS N ESCOBAR	2933.15	D350628	ALEJANDRO GONZALEZ	2453.55
D350629	MICHAEL J GRAY	1639.60	D350630	LARRY GRIFFIN	1599.59
D350631	ROBERT A HAENDIGES	2720.34	D350632	RYAN S HART	1958.78
D350633	EDWARD A HUYNH	2221.78	D350634	VIDAL JIMENEZ	2648.85
D350635	LIYAN JIN	2498.86	D350636	SAMUEL K KIM	3513.00
D350637	AMANDA LE LAI	459.31	D350638	REBECCA PIK KWAN LI	3345.56

*** PAGE TOTAL = 218697.00

D350639	DAVID MA'AE	3297.54	D350640	TYLER MEISLAHN	1828.58
D350641	JESSE K MONTGOMERY	2320.11	D350642	JUSTIN M MORRIS	411.43
D350643	STEVEN J MOYA JR	2062.31	D350644	BASIL G MURAD	1986.10
D350645	KIRK L NATLAND	723.01	D350646	DUC TRUNG NGUYEN	1724.36
D350647	CORNELIU NICOLAE	2722.54	D350648	ANDREW I ORNELAS	3297.89
D350649	DAVID A ORTEGA	1901.90	D350650	CELESTINO J PASILLAS	2535.01
D350651	WILLIAM F PEARSON	2927.11	D350652	CHRISTOPHER B PRUDHOMME	1549.93
D350653	ESTEBAN H RODRIGUEZ	1776.00	D350654	JESSICA J ROSA	2778.77
D350655	LES A RUITENSCHILD	2706.83	D350656	JONATHAN RUIZ	1984.79
D350657	ALEXIS SANTOS	983.27	D350658	ADRIAN M SARMIENTO	4191.55
D350659	ALBERT TALAMANTES JR	1766.67	D350660	MINH K TRAN	1763.45
D350661	ALEJANDRO VALENZUELA JR	1166.92	D350662	ALEJANDRO N VALENZUELA	1428.49
D350663	KATHLEEN N VICTORIA	868.67	D350664	RONALD J WOLLAND	1254.85
D350665	VICTOR K YERGENSEN	1882.65	D350666	ALICE K FREGOSO	1800.63
D350667	ALICIA R GARCIA	1047.36	D350668	RAQUEL K MANSON	2488.83
D350669	WILLIAM E MURRAY JR	5968.03	D350670	EMILY H TRIMBLE	1648.15
D350671	ALFRED J AGUIRRE	2661.46	D350672	EDWARD D AMBRIZ GARCIA	661.43
D350673	RODOLPHO M BECERRA	1951.11	D350674	RAYMOND A BUCHLER	1165.27
D350675	EDGAR A CANO	2091.67	D350676	ALBERT J CARRISOZA	1907.04
D350677	GABRIELA R CONTRERAS	2302.21	D350678	JULIE T COTTON	1713.08
D350679	DANIEL A DEL ROSARIO	567.55	D350680	WILLIAM J ENGELS	669.25
D350681	ERIC M ESPINOZA	1658.35	D350682	ALBERT R EURS II	2240.96
D350683	ROBERT J FRANCO	685.16	D350684	MAURICIO S GARCIA	914.65
D350685	GILBERTO GAYTAN PINEDA	512.97	D350686	CASEY G GIROUARD	1971.58
D350687	HERMILO HERNANDEZ	280.90	D350688	DARNELL D JERRY	675.09
D350689	BRENT KAYLOR	2157.58	D350690	MARK W LADNEY	2375.62
D350691	RAUL LEYVA	1846.56	D350692	ANTONIO R MARTIN	2507.49
D350693	DIEGO A MEJIA	1657.62	D350694	RIGOBERTO MENDEZ	2274.94
D350695	STEVEN T ORTIZ	2416.03	D350696	PHILLIP Q PHAM	618.16
D350697	RICHARD L PINKSTON	2194.84	D350698	JOSE J ROMAN	488.44
D350699	ALEXIS P TARIN	2039.15	D350700	STEVE J TAUANU'U	3555.14
D350701	SUSAN VITALI	424.56	D350702	STEPHANIE A WASINGER	760.32
D350703	IOAN ANDREI	937.45	D350704	SYLVESTER A BABINSKI IV	1514.03
D350705	DONEISHA L BELL	850.03	D350706	JEFFREY G CANTRELL	1940.10
D350707	JAMES CUNNINGHAM	2257.15	D350708	JULIA ESPINOZA	1163.27
D350709	CECELIA A FERNANDEZ	1132.88	D350710	CONRAD A FERNANDEZ	947.35
D350711	DIANA GOMEZ	739.60	D350712	JORGE GONZALEZ	1109.38
D350713	MICHAEL R GREENE	1857.80	D350714	RONALD D GUSMAN	958.46
D350715	GLORIA A HARO	1120.47	D350716	ERIC W JOHNSON	1097.77
D350717	LEONEL A LAMAS	765.69	D350718	DION J MATSON JR	601.93
D350719	KHUONG NGUYEN	1145.13	D350720	DELFRADO C REYES	1145.13
D350721	RAFAEL ROBLES	1295.78	D350722	ADRIANNA M RODRIGUEZ	923.67
D350723	RODERICK THURMAN	1787.70	D350724	EVARISTO VERA	1457.55
D350725	RICHARD L WILLIAMS	2118.02	D350726	ANSELMO AGUIRRE	1809.78
D350727	PHILLIP J CARTER	2429.91	D350728	RICK L DUVALL	2229.27
D350729	AARON R HANSEN	1412.86	D350730	HUY HOA HUYNH	2019.30
D350731	BRYAN D KWIATKOWSKI	1576.08	D350732	DANIEL C MOSS	1018.90
D350733	ROLANDO QUIROZ	2136.14	D350734	TODD R REED	1776.87

*** PAGE TOTAL = 162015.36

D350735	ROBERTO RODRIGUEZ	633.14	D350736	LUIS A TAPIA	2024.21
D350737	MICHAEL W THOMPSON	2698.68	D350738	WILLIAM J WHITE	1920.18
D350739	JESSE GUZMAN	1926.71	D350740	MARK M KHALIL	1796.91
D350741	BRETT A MEISLAHN	1991.96	D350742	DOUGLAS A MOORE	1952.79
D350743	AUSTIN H POWELL	1742.47	D350744	MELVIN P REED	1419.94
D350745	STEPHEN D SUDDUTH	1188.23	D350746	TIMOTHY WALLINGFORD	2394.32
D350747	HILLARD J WILLIAMS	231.09	D350748	SOUHELIA K GOUNTOUNA	1699.02
D350749	ALBERT J HOLMON III	3620.66	D350750	VICTOR T BLAS	2020.69
D350751	FRANK X DE LA ROSA	1719.04	D350752	JEREMY J GLENN	1290.40
D350753	JOSE GOMEZ	2059.52	D350754	BRENT W HAYES	3509.58
D350755	FRANK D HOWNSTEIN	2209.46	D350756	ALLEN G KIRZNER	2739.39
D350757	BRANDON S NUNES	1202.61	D350758	STEPHEN PORRAS	2631.33
D350759	JESSE VIRAMONTES	2247.86	D350760	JOHN ZAVALA	1972.47
D350761	YOLANDA A ALVARADO	879.01	D350762	STEPHANIE AMBRIZ	483.83
D350763	JOSELYN D AVALOS	461.22	D350764	REBECCA J BAILOR	445.15
D350765	JOSHUA O BAIRD	832.93	D350766	SARAH M BAIRD	1483.84
D350767	GABRIELLA E BALANDRAN	786.52	D350768	JOSUE BARREIRO MENDOZA	1266.68
D350769	ALEXIS R BAUTISTA-MOYANO	168.01	D350770	DYLAN J BOGGAN	810.89
D350771	MEGAN M CALDERON	516.83	D350772	RACHEL M CAMARENA	1931.47
D350773	RENE CAMARENA	1578.62	D350774	VICTORIA M CASILLAS	1991.25
D350775	RACHAEL M CHOATE	539.53	D350776	AMANDA D CROSS	1584.37
D350777	GISELL L CRUZ	699.97	D350778	KENNETH E CUMMINGS	1203.19
D350779	MARLY DELGADO CHAVEZ	607.39	D350780	GABRIELA DIAZ	462.91
D350781	LORENE U DO-LE	777.09	D350782	GRISELL V EVERASTICO	551.93
D350783	MARK C FREEMAN	3005.08	D350784	JARED D GARCIA	346.17
D350785	VANESSA L GARCIA	182.86	D350786	JACOB R GRANT	1718.84
D350787	KIMBERLY K HOLER	630.65	D350788	JOHN C KONRAD	288.31
D350789	AARON B LAITINEN	231.56	D350790	KALYSTA N LOPEZ	936.87
D350791	ERIK C LUBSEN	591.45	D350792	ELAINE M MA'AE	2351.17
D350793	JOHANA L MALDONADO	418.42	D350794	LORENA OCHOA MCINTYRE	1729.59
D350795	JESUS MEDINA	1494.49	D350796	JUAN MEDINA	1966.84
D350797	JOHN A MONTANCHEZ	4168.67	D350798	KIRSTEN K NAKAISHI	1472.56
D350799	GINA D NECCO	495.93	D350800	JACOB J NEELY	424.91
D350801	ALLEN T NGUYEN	919.97	D350802	NOEL N NICHOLAS	1037.86
D350803	JENNIFER GODDARD NYE	2376.70	D350804	GABRIELA O'CADIZ-HERNAND	2782.49
D350805	NANCY A OCAMPO	786.52	D350806	STEPHANIE ORTIZ	416.46
D350807	CHRISTIAN PANGAN	502.75	D350808	EMILY PATINO MARQUEZ	341.22
D350809	GABRIELA PEDRAZA	878.75	D350810	JANET E PELAYO	3070.75
D350811	JESUS PEREZ	611.63	D350812	JULIE T PHAN	192.75
D350813	ARIELLE PICKRELL	1545.54	D350814	ALEXA PRADO	424.68
D350815	SHADY S PUALLOA	426.66	D350816	SUGEIRY REYNOSO	2357.91
D350817	CATIA J RIVERA	22.03	D350818	MARINA Y ROMERO	1786.56
D350819	MONICA K ROMO	148.22	D350820	TANYA ROSAS	344.17
D350821	DIANA SALDIVAR	499.00	D350822	RICARDO SALDIVAR	566.33
D350823	DANA MARIE SAUCEDO	2302.40	D350824	EMERON J SCHLUMBERGER	927.67
D350825	REBECCA S SMITH	407.46	D350826	SARAH L SMITH	333.81
D350827	AUSTIN M ST MARSEILLE	380.82	D350828	RYAN J STEVENS	242.37
D350829	ANGELICA Q TO	835.26	D350830	SAMUELE M TRAN	507.39

**** PAGE TOTAL = 121335.79

D350831	KENNETH P TRAVIS III	341.53	D350832	CLAUDIA VALDIVIA	3984.55
D350833	JEFFREY VAN SICKLE	2065.06	D350834	DAISY O VENCES	421.14
D350835	JOSHUA VENCES	365.97	D350836	JENNIFER J VICENS	895.54
D350837	PAUL E VICTORIA	693.74	D350838	JACOB D VIRAMONTES	237.30
D350839	ALAN P VU	476.46	D350840	JANICE PHUONG VU	1483.84
D350841	TIFFANY D VU	787.32	D350842	DAVID M WILMES	451.24
D350843	AMANDA M POLLOCK	1658.97	D350844	TREVOR G SMOUSE	2079.57
D350845	ALBERTO ACOSTA	3654.35	D350846	JOHN D BARANGER III	5565.50
D350847	LUCAS B BAUER	5286.93	D350848	BRADLEY D BELL	7934.02
D350849	JERRY R BRENEMAN	9206.78	D350850	JOSE J CAMBEROS	2940.58
D350851	YVES G CLERMONT	3309.43	D350852	JOE W CRAWFORD	2436.79
D350853	TIMOTHY A CRAWFORD	4456.99	D350854	JUSTIN D DOYLE	5809.22
D350855	MICHAEL G ECKHARDT JR	4433.62	D350856	STEVE P FELLNER	8961.92
D350857	JAMES L GABBARD	4352.03	D350858	DREW R GARCIA	7044.57
D350859	JEFF W HANNA	5176.39	D350860	MATTHEW R HENSHAW	4712.73
D350861	MICHAEL L JACOBS	4881.75	D350862	WILLIAM R JAEGER	2980.82
D350863	JORDAN R JEMIOLO	4483.79	D350864	MATTHEW C KLEIBACKER	5223.56
D350865	SCOTT A KUHLMAN	7053.32	D350866	NICHOLAS A LERARIO	3236.83
D350867	COREY L LINDSAY	1651.83	D350868	NORMAN M LOVELY	4705.12
D350869	JOHN M MARQUEZ JR	3395.39	D350870	CHEYNE C MAULE	9401.35
D350871	TERRY A MCGOVERN JR	6321.78	D350872	SHANE D MELLE	1410.89
D350873	TRAVIS M MELLE	6693.15	D350874	MARK A MICKELSEN	5037.20
D350875	SON L NGUYEN	4442.46	D350876	THANH Q NGUYEN	7305.44
D350877	FREDERICK N NIBLO	6054.99	D350878	BRENT C PARDOEN	6166.97
D350879	MICHAEL KURT RIETH	3066.27	D350880	WADE E RUHMAN	3792.00
D350881	DENNIS L RUZICKA	6126.15	D350882	DAVID C SANCHEZ	5191.43
D350883	NICK R SCHAEFER	5715.32	D350884	SCOTT A SCHERER	7004.87
D350885	MORRIS B SPELL	3747.75	D350886	WILLIAM S STROHM	6880.89
D350887	JUSTIN D TRAVER	2695.94	D350888	CHRISTOPHER B TRENHOLM	4290.26
D350889	JUSTIN TRUHILL	11767.32	D350890	MARIO G VALDERRAMA	5618.14
D350891	DAVID S WALDSCHMIDT	4152.06	D350892	MARK S WEISS	8306.57
D350893	JOSEPH A WINGERT JR	4854.64	D350894	JASON R BLOWGREN	3783.85
D350895	MYLES A BURROUGHS	3780.47	D350896	DAVID M CARLSON	3282.21
D350897	PARKER W CARY	3591.66	D350898	JOSHUA A FELDMAN	5963.98
D350899	TIMOTHY D FISHER	2595.79	D350900	GARRET M FURUTA	2944.88
D350901	CHRISTOPHER P HAWKINS	2135.57	D350902	SHANE S HOWEY	1927.52
D350903	PETER M HUBER	2578.39	D350904	JAYCEN R JUSTUS	2537.32
D350905	ANTHONY L KNAACK	3315.02	D350906	JOSHUA D LEE	4386.72
D350907	DANIEL J MOORE	7237.15	D350908	GRANT A NOBLE	2306.47
D350909	ERIC S NORRDIN	5472.59	D350910	ANTHONY J PAGE	4078.39
D350911	ERIC M PALOMO	3313.87	D350912	ANDREW J ROACH	3850.54
D350913	RICHARD RONSTADT	5466.65	D350914	TIMOTHY N STOWE	5865.82
D350915	ERIC THORSON	3600.91	D350916	RYAN D VAN WIE	2799.56
D350917	JONATHAN C WHITE	3191.14	D350918	GREGORY D WILLIAMS	4640.25
D350919	JEREMIE E YORKE	3069.81	D350920	ANTHONY R ACOSTA	5886.00
D350921	CHRISTOPHER A BENNETT	353.45	D350922	SPENCER S CLIFT	71.56
D350923	BRYSON T DAHLHEIMER	2008.55	D350924	LISA S GUARDI	727.86
D350925	DYLAN A NELSON	431.77	D350926	DON T NGUYEN	2581.42

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D350927	PAUL J WHITTAKER	4127.75	D350928	THOMAS R DARE	5215.91
D350929	CAROLE A KANEGAE	2368.15	D350930	VINCENTE J VAICARO	3216.62
D350931	KRISTEN A BACKOURIS	1502.02	D350932	SHARON S BAEK	1760.29
D350933	RAY E BEX	3416.23	D350934	GENA M BOWEN	1352.94
D350935	RICHARD O BURILLO	3631.76	D350936	AMIR A EL-FARRA	7781.34
D350937	HELENA ELSOUSOU	2558.39	D350938	PATRICK E GILDEA	3346.31
D350939	AI KELLY HUYNH	1716.06	D350940	KEIRA LONG	1774.84
D350941	JOHN E REYNOLDS	3413.33	D350942	REYNA ROSALES	1622.12
D350943	MICHAEL J VISCOMI	4270.50	D350944	GIOVANNI ACOSTA	2325.11
D350945	PEDRO R ARELLANO	3102.83	D350946	TIMOTHY R ASHBAUGH	2261.56
D350947	ALFREDO R AVALOS	3364.24	D350948	COLLIN E BAKER	1908.33
D350949	RENE BARRAZA	2942.73	D350950	BEAU A BERENGER	2656.42
D350951	RYAN S BERLETH	2239.42	D350952	SUMMER A BOGUE	2004.38
D350953	JESENIA CAMPOS	1837.28	D350954	RENZO CHUMBE	1953.80
D350955	GARY L COULTER	2908.45	D350956	CHARLIE DANIELEY III	1245.63
D350957	ISAAC DAVILA	2065.92	D350958	NICHOLAS A DE ALMEIDA LO	3678.75
D350959	BROC D DUDLEY	2027.03	D350960	STEPHEN C ESTLOW	805.32
D350961	JESUS FAJARDO	2012.98	D350962	HECTOR FERREIRA JR	2093.88
D350963	KARI A FLOOD	1995.35	D350964	ROBERT D FRESENIUS	1962.45
D350965	VICTORIA A GILL	1944.27	D350966	JOSEPH P GROSS JR	662.26
D350967	TRAVIS J HADDEN	1935.53	D350968	TROY HALLER	3681.10
D350969	JASON A HOWARD	2389.83	D350970	KIRK P HURLEY	1992.89
D350971	NICKOLAS K JENSEN	2506.73	D350972	PATRICK R JULIENNE	2672.66
D350973	KRISTOFER D KELLEY	2291.23	D350974	EDWARD K KIM	2293.21
D350975	TIMOTHY P KOVACS	3299.84	D350976	MARK A LORD	2969.24
D350977	JORGE L MAZON	2960.31	D350978	BRYAN J MEERS	2545.79
D350979	JEREMY N MORSE	2456.73	D350980	MITCHEL S MOSSER	2126.72
D350981	AARON S NELSON	2991.37	D350982	JASON S PERKINS	3119.36
D350983	PHILLIP H PHAM	2423.07	D350984	COREY T POLOPEK	2522.80
D350985	JOHN E RANEY	3557.13	D350986	THOMAS S REED	2237.46
D350987	DANIELLE E RIEDL	2607.99	D350988	CHRISTIN E ROGERS	2559.77
D350989	AARON T SHIPLEY	2017.13	D350990	EDGAR VALENCIA	3100.29
D350991	ROYCE C WIMMER	2663.15	D350992	SARAH A WRIGHT	2198.11
D350993	COLE A YNIGUEZ	1935.60	D350994	ADAM D ZMLJA	4402.96
D350995	MARCOS R ALAMILLO	4311.23	D350996	RICHARD A ALVAREZ-BROWNS	2822.37
D350997	BOBBY B ANDERSON	2736.57	D350998	JOHN F BANKSON	3044.58
D350999	JOSHUA K BEHZAD	1917.57	D351000	EVAN S BERESFORD	2652.00
D351001	JEFFREY A BROWN	3259.04	D351002	JOHN CASACCIA II	2992.62
D351003	JUAN C CENTENO	2917.84	D351004	JEROME L CHEATHAM	2622.51
D351005	HAN J CHO	3475.89	D351006	BRIAN M CLASBY JR	2938.67
D351007	JULIO C CORTEZ	2076.65	D351008	JUAN L DELGADO JR	3344.90
D351009	KEVIN DINH	2810.59	D351010	OTTO J ESCALANTE	4272.06
D351011	JOSHUA N ESCOBEDO	2384.03	D351012	MICHELLE N ESTRADA-MONSA	2273.45
D351013	GEORGE R FIGUEREDO	1353.97	D351014	BRIAN C GIRGENTI	3197.04
D351015	SEAN M GLEASON	2962.81	D351016	BRIAN G HATFIELD	2617.78
D351017	EFRAIN A JIMENEZ JR	2265.57	D351018	CODY M JOHNSON	2093.76
D351019	ARION J KNIGHT	2809.70	D351020	PETER M KUNKEL	2962.97
D351021	RAPHAEL M LEE	428.30	D351022	ERICK LEYVA	3341.97

**** PAGE TOTAL = 254417.39

D351023	DEREK M LINK	3303.55	D351024	RAFAEL LOERA JR	2621.30
D351025	JESSE A LUCATERO	2408.37	D351026	ROBERTO MACHUCA	2335.48
D351027	TAYLOR A MACY	2425.29	D351028	GIANLUCA F MANIACI	2233.93
D351029	NATHAN D MORTON	2550.85	D351030	PATRICK W MURPHY	2013.29
D351031	PATRICK J MUSCHETTO	1942.15	D351032	JEFFREY C NGUYEN	2853.80
D351033	JOSHUA T OLIVO	3513.42	D351034	STEVEN TRUJILLO ORTIZ	2095.87
D351035	OMAR F PEREZ	1469.92	D351036	DANIEL RODRIGUEZ	2738.90
D351037	ERIC T RUZIECKI	4287.15	D351038	SEAN M SALAZAR	2555.17
D351039	ROBERT M STEPHENSON III	3443.50	D351040	JOHN J YERGLER	2903.50
D351041	PAUL W ASHBY	4189.91	D351042	RYAN V BUSTILLOS	2728.14
D351043	THOMAS A CAPPS	2103.54	D351044	MICHAEL K ELHAMI	2762.69
D351045	AUSTIN C LAVERY	3867.84	D351046	DANNY J MIHALIK	2413.41
D351047	JASON M MURO	2816.25	D351048	RON A REYES	3700.93
D351049	ROCKY F RUBALCABA	3137.16	D351050	LINO G SANTANA	3901.41
D351051	CHRISTOPHER M EARLE	2649.71	D351052	BENJAMIN M ELIZONDO	2580.94
D351053	NICHOLAS A LAZENBY	2858.94	D351054	CHARLES H LOFFLER	4957.73
D351055	BRADLEY A LOWEN	2384.53	D351056	LUIS F RAMIREZ	2976.85
D351057	RYAN R RICHMOND	2312.57	D351058	GAREY D STAAL	2930.54
D351059	AARON J COOPMAN	3016.32	D351060	MICHAEL E GERDIN	3007.57
D351061	DONALD J HUTCHINS	2923.99	D351062	JASON L JOHNSON	3220.10
D351063	RYAN M LUX	3228.58	D351064	RAUL MURILLO JR	4184.95
D351065	COURTNEY P ALLTSON	2609.14	D351066	LISA A BELTHIUS	385.14
D351067	ADAM B COUGHRAN	22.46	D351068	CHRISTOPHER C DOVEAS	825.15
D351069	DANIEL S EDWARDS	509.82	D351070	EDUARDO C LEIVA	4166.98
D351071	JOHN O OJEISEKHOBIA	213.96	D351072	JOSEPH D VARGAS	453.32
D351073	CARL J WHITNEY	2891.76	D351074	FRANCISCO AVALOS JR	196.67
D351075	TANNER C DE PADUA	146.67	D351076	JOSEPH A GARCIA	295.00
D351077	SERGIO J JIMENEZ TAVAREZ	546.54	D351078	JULIAN TAPIA	278.61
D351079	CALEB I VAUGHN	367.98	D351080	TYLER D VU	532.79
D351081	TROY F BOWMAN	1635.17	D351082	KAREN D BRAME	1007.94
D351083	KENNETH L CHISM	1847.14	D351084	PAUL E DANIELSON	1504.01
D351085	RUSSELL B DRISCOLL	475.76	D351086	KORY C FERRIN	3371.20
D351087	JAMES D FISCHER	476.95	D351088	VICTORIA M FOSTER	1347.80
D351089	KYLE N HALEY	1592.77	D351090	KENNETH E MERRILL	485.17
D351091	DOUGLAS A PLUARD	3308.59	D351092	LUIS A QUIROZ	1592.77
D351093	CHARLES W STARNES	3820.25	D351094	TUONG-VAN NGUYEN VU	1943.61
D351095	FLOR DE LIS ELIZONDO	1586.88	D351096	PATRICIA C FLINN	2433.07
D351097	JASON S FULTON	1997.69	D351098	ROBERT J KIVLER	1433.40
D351099	RAQUEL D MATA	476.72	D351100	REBECCA S MEEKS	2661.80
D351101	JAKE T MELIA	1526.40	D351102	JONATHAN B WAINWRIGHT	2619.70
D351103	DAVID C YOUNG	3882.15	D351104	MARIA A ALCARAZ	1978.24
D351105	MARIA S ATWOOD	1632.38	D351106	BRITTANEE N BRANTNER	1540.41
D351107	CARISSA L BRUNICK	1270.00	D351108	TAMMY L CHAURAN-HAIRGROV	1911.53
D351109	VERONICA FRUTOS	963.44	D351110	DAVID L GEORGE	2304.41
D351111	PINKY C HINGCO	2382.64	D351112	SHELBY KEULIAN	2180.48
D351113	CHAD B KIM	1506.76	D351114	ALLYSON T LE	1447.10
D351115	ANGELA LEDESMA	1960.79	D351116	LINDALINH THU LY	1364.85
D351117	MARIA C MCFARLANE	1910.56	D351118	TRINA T NGUYEN	1699.07

**** PAGE TOTAL = 206071.63

D351119	DEBRA J NICHOLS	2006.84	D351120	CRYSTAL L RAY	1517.56
D351121	JENNIFER V ROMBOUGH	1828.92	D351122	KIMBRA S VELLANOWETH	2697.96
D351123	SHANNON M YELENSKY	1657.37	D351124	JENNIFER A DIX	2466.64
D351125	KATHERINE M FRANCISCO	1939.51	D351126	AMANDA B GARNER	2093.68
D351127	ARCHIE GUZMAN	2129.94	D351128	LAUREN M LADD	1833.85
D351129	ROBERT D LUX	3258.24	D351130	MELISSA MENDOZA-CAMPOS	3022.99
D351131	MICHAEL A MOSER	2084.73	D351132	BRANDY J PARK	2411.40
D351133	CRISTINA V PAYAN	1665.60	D351134	JENNIFER M RODRIGUEZ	1991.62
D351135	TANYA L SAMOFF	2793.16	D351136	SUSAN A I SEYMOUR	2599.24
D351137	DANNY J SOSEBEE	2315.83	D351138	MARSHA D SPELLMAN	2497.71
D351139	SPENCER T FRAN	1948.33	D351140	SANTA WARDLE	1622.12
D351141	CHERYL L WHITNEY	2660.42	D351142	CLAUDIA ALARCON	2819.67
D351143	DANIEL A CAMARA	2490.30	D351144	BRIAN D DALTON	1924.26
D351145	RICHARD E DESBIENS	1582.03	D351146	JAMES D FRANKS	2988.24
D351147	PETE GARCIA	2063.89	D351148	ROBERT J GIFFORD	2589.02
D351149	STEVEN H HEINE	1182.71	D351150	JOSE D HERRERA	3089.83
D351151	WILLIAM T HOLLOWAY	3545.80	D351152	THI A HUYNH	2676.67
D351153	MICHAEL J JENSEN	3519.12	D351154	GERALD F JORDAN	7145.46
D351155	JOSEPH L KOLANO	2255.67	D351156	LEA K KOVACS	2668.46
D351157	DAVID LOPEZ	2237.95	D351158	STEVEN W LUKAS	1847.85
D351159	MATTHEW P MARCHAND	2710.97	D351160	MARIO MARTINEZ JR	3621.18
D351161	ADAM C NIKOLIC	3115.70	D351162	LUIS A PAYAN	3099.00
D351163	SINDY RAMIREZ OROZCO	2439.04	D351164	TERRA M RAMIREZ	2043.42
D351165	CHRISTOPHER M SHELGREEN	2277.35	D351166	BRIAN T STROUD	2705.41
D351167	PAUL M TESSIER	2561.54	D351168	DENNIS WARDLE	2925.57
D351169	RONALD A DOSCHER	936.54	D351170	ERIC A QUINTERO	447.78
D351171	JANNA K BRADLEY	2592.48	D351172	MARY C CERDA	1934.06
D351173	BRANDI M HART	605.14	D351174	SUSAN A HOLSTEIN	195.29
D351175	LIANE Y KWAN	3020.42	D351176	JANY H LEE	3420.72
D351177	SHERRILL A MEAD	2125.61	D351178	STEPHANIE E RICHARDS	1799.94
D351179	CAITLYN M STEPHENSON	1757.24	D351180	LAURA J STOVER	5049.81
D351181	ANNA L GOLD	1660.27	D351182	KATRENA J SCHULZE	471.53
D351183	MATTHEW T SWANSON	1668.29	D351184	ANTHONY VALENZUELA	1370.44
D351185	CANDY G WILDER	2376.50	D351186	STEVEN F ANDREWS	1410.01
D351187	TERENCE S CHANG	2167.18	D351188	VERNA L ESPINOZA	1776.29
D351189	CESAR GALLO	2493.26	D351190	ERNIE E HINGCO	1664.04
D351191	GEOFFREY A KLOESS	2745.89	D351192	RACHOT MORAGRAAN	3519.30
D351193	NOEL J PROFFITT	3030.44	D351194	ANAND V RAO	3887.35
D351195	JOSEPH M SCHWARTZ	2252.86	D351196	ROD T VICTORIA	2039.96
D351197	TERREL KEITH WINSTON	3398.08	D351198	POLICE ASSN	15312.91
D351199	GG FIRE FIGHTERS 2005	9376.67	D351200	SO CAL CU	67309.00
D351201	SOUTHLAND CU	4691.94	W2606	GREAT WEST LIFE 457 #340	108376.48
W2607	GREAT WEST LIFE OBRA#340	5794.74	W2608	INTERNAL REVENUE SERVICE	356954.43
W2609	EMPLOYMENT DEVELOPMENT D	108747.07			

**** PAGE TOTAL = 863549.73

TOTAL CHECK PAYMENTS	54	47,090.41
TOTAL DIRECT DEPOSITS	701	1,711,680.57
TOTAL WIRE PAYMENTS	4	579,872.72
GRAND TOTAL PAYMENTS	759	2,338,643.70

Checks #183372 thru #183424, and Direct Deposits #D350501 thru #D351201, and wire #W2606 thru #W2609 presented in the Payroll Register submitted to the Garden Grove City Council 09 JUL 2019, have been audited for accuracy and funds are available for payment thereof.


 PATRICIA SONG - FINANCE DIRECTOR

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Appoint a member of the City Council to the Orange County Fire Authority; and
- Adopt the attached Resolution to be transmitted to the Orange County Fire Authority.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	6/27/2019	Resolution	7-9-19_OCFA_Appt.pdf

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY'S BOARD OF DIRECTORS

WHEREAS, the City, as a "member" of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director ("Director") to the Orange County Fire Authority's Board of Directors, and

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two representatives to act as its Directors, and

WHEREAS, each Director shall be a current elected member of the governing body, and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body, and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body, and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Garden Grove, California, does hereby designate and appoint _____ as its Director to the Orange County Fire Authority Board of Directors.

TRAFFIC COMMISSION APPLICATIONS SUBMITTED TO FILL VACANCY

<u>NAME</u>	<u>APPLICATION DATE</u>
Ashland, Bert	June 3, 2019
Grabow, Jerry	June 4, 2019
Nguyen, Matt	June 3, 2019
Taylor, Donald	June 3, 2019
Webb, James	June 4, 2019
Wasinger, Christopher	June 4, 2019

TRAFFIC COMMISSION APPLICATIONS SUBMITTED FOR BIENNIAL APPOINTMENTS

Bram, Allen	December 17, 2018
Do, Anh	December 16, 2018
Gossett, Barbara	November 14, 2018
Hurley, Kevin	January 4, 2019
Luce, David	January 11, 2019
Nguyen, Andrew	August 21, 2018
Nguyen, Lynh	January 26, 2019
Paredes, Mark Anthony	December 4, 2018
Porter, Dale	December 14, 2018
Stanley, Joe	January 8, 2019
Taylor, Donald	December 15, 2018
Wildsmith, John	January 7, 2019

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of purchase orders to Cemex, National Ready Mixed Concrete, and Robertson’s for concrete mix. (Cost: \$675,000 for five years.) <i>(Action Item)</i>	Date:	7/9/2019

OBJECTIVE

For the City Council to authorize the Finance Director to issue purchase orders to be renewed annually for five years to Cemex, National Ready Mixed Concrete and Robertson’s for the purchase of on-call concrete mix products.

BACKGROUND

Public Works uses concrete for performing repairs on damaged sidewalks. To avoid delays in the purchase and delivery of the required products and to meet the needs of our customers in a timely manner, it is essential that Public Works have the ability to purchase these items from more than one vendor. The lowest bidder, Cemex, will be designated as the primary vendor. National Ready Mixed Concrete and Robertson’s will be the second and third vendors utilized.

DISCUSSION

Specifications were prepared and sent to prospective bidders. The variety and quantity of concrete mix quoted was limited to simplify the bidding process. Specifications included specific concrete mixes that are used on a regular basis.

Cemex - \$77.66
Orange, CA

National Ready Mixed Concrete - \$82.50
Irvine, CA

Robertson’s - \$92.50
Corona, CA

FINANCIAL IMPACT

The financial impact to the Street Maintenance budget would be \$135,000 per year for five (5) years, and has been budgeted for Fiscal Years 2019-20 and 2020-21.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director to issue three (3) purchase orders for concrete mix in a fixed amount collectively not to exceed \$135,000 per year to be renewed annually for five (5) years and to be divided between Cemex, National Ready Mixed Concrete and Robertson's.

By: Raul Leyva, Public Works Supervisor

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 R.J. Noble Company, for Project Nos. 7216 and 7290, Various Residential Streets Rehabilitation. (Contract Amount: \$2,116,520.00) (<i>Action Item</i>)	Date:	7/9/2019

OBJECTIVE

For the City Council to award a contract to R.J. Noble Company, for Project Nos. 7216 and 7290, Various Residential Streets Rehabilitation, which includes: Larson Avenue from Brookhurst Street to Bowen Street; Bowen Street from Central Avenue to Garden Grove Boulevard; Deanann Place from Dakota Avenue to Central Avenue; Cypress Street from Trask Avenue to Garden Grove Boulevard; Nelson Street/Paloma Avenue from Westlake Street to south of Century Boulevard; Westlake Street from Trask Avenue to Century Boulevard; Central Avenue from Brookhurst Street to Cypress Street; Imperial Avenue from Cypress Street to Westlake Street; Alan Way cul-de-sac at Imperial Avenue; and Glen Way cul-de-sac at Imperial Avenue.

BACKGROUND

There are a series of local streets that need either rehabilitation or reconstruction located within the perimeter created by Garden Grove Boulevard on the north, Century Blvd and Taft Street on the east, Trask Avenue on the south and Brookhurst Street on the west in central Garden Grove Avenue. These streets are qualified for and will be partly financed by the Community Development Block Grant (CDBG). Public Works Street Maintenance will be slurry sealing the balance of the streets within the boundary under a separate contract.

The rehabilitation or reconstruction is part of the City-wide Pavement Management Program (PMP). The limit of work, and type of improvements are dependent on the severity of the pavement condition and availability of the funding for the current fiscal year.

DISCUSSION

The proposed project generally consists of roadway rehabilitation by full depth reclamation and cement treatment, asphalt paving, cold milling and asphalt overlay, construction of new curb & gutter and drive approaches, repair of damaged PCC sidewalk, curb & gutter, cross gutter, upgrade of access ramps, adjustment of utility covers to finish grade, restoration of traffic signing, striping, & pavement markings, and reestablishment of centerline ties & monuments.

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100.

Five (5) qualified bids were received and opened in the City Clerk's office at 3:00 p.m. on June 27, 2019. The lowest qualified bidder is R.J. Noble Company with a total bid of \$2,116,520.00. The bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff and all other documentation is in order.

The anticipated contract schedule is as follows:

- *Award contract -* *July 09, 2019*
- *Begin contract estimated -* *August 05, 2019*
- *Complete contract estimated -* *December 16, 2019*

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the 2019-20 Capital Improvement Budget and is funded by Measure "M2" Local Fairshare, Gas Tax, and Community Development Block Grant (CDBG) funds.

RECOMMENDATION

It is recommended that City Council:

- Award a contract to R.J. Noble Company, in the amount of \$2,116,520.00 for Project Nos. 7216 and 7290, Various Streets Rehabilitation.
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Mike Santos, P.E.
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	6/28/2019	Exhibit	7216-7290_bid_summary_sheet.pdf
CONSTRUCTION AGREEMENT	6/28/2019	Agreement	C_O_N_S_T_R_U_C_T_I_O_N_____A_G_R_E_E_M_E_N_T_(RJ_Noble_-_Local_Streets_-_July_9_2019).docx

**CITY OF GARDEN GROVE
PUBLIC WORKS DEPARTMENT
Engineering Division**

BID SUMMARY SHEET

FOR

**PROJECT NOS. 7216 and 7290
VARIOUS RESIDENTIAL STREETS REHABILITATION**

BID OPENING: DATE: June 27, 2019

ENGINEER'S ESTIMATE: \$ 2,263,950

<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
R.J. Noble Company	\$2,116,520.00	6.51% under
Onyx Paving Company Inc.	\$2,277,000.00	0.57% over
Sequel Contractors, Inc.	\$2,381,480.00	4.94% over
All American Asphalt	\$2,470,700.00	8.37% over
Hardy & Harper Inc.	\$2,638,285.00	14.19% over

CONSTRUCTION AGREEMENT

R.J. Noble Company

THIS AGREEMENT is made this 9th day of July, 2019 by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY"), and R.J. Noble Company hereinafter referred to as ("CONTRACTOR").
hereinafter referred to as ("CONTRACTOR").

CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **VARIOUS RESIDENTIAL STREETS REHABILITATION, CITY PROJECT NOS. 7216 AND 7290.**

CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

WHEREAS, the Federal Department of Housing and Urban Development is providing partial funding for this Contract to CITY through a Community Development Block Grant;

WHEREAS, CITY has solicited bids for a public works project, hereinafter referred to as "PROJECT," more fully described as VARIOUS RESIDENTIAL STREETS REHABILITATION, in the City of Garden Grove; and

CONTRACTOR has been selected to perform said services,

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. STATEMENT OF WORK ACCEPTANCE OF RISK.

CONTRACTOR shall complete and construct the PROJECT pursuant to this Agreement and the Contract Documents (as hereinafter defined) and furnish, at its own cost and expense, all labor, plans, tools, equipment, supplies, transportation, utilities and all other items, services and facilities necessary to complete and construct the PROJECT in a good and workmanlike manner.

CONTRACTOR agrees to fully assume the risk of all loss or damage arising out of the nature of the PROJECT, during its progress or prior to acceptance by CITY, from the action of the elements, from any unforeseen difficulties which may arise or be encountered in the prosecution of work, and for all other risks of any description in connection with the work, including, but not limited to, all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as are herein expressly stipulated to be borne by CITY, and for well and faithfully completing the work within the stipulated time and in the manner shown and described in this Agreement, and in accordance with the requirements of CITY for the compensation set forth in the accepted bid proposal.

2. ACCEPTANCE OF CONDITIONS OF WORK• PLANS AND SPECIFICATIONS

CONTRACTOR acknowledges that it is fully familiar with all the terms, conditions and obligations of this Agreement and the Contract Documents (as defined below in this Section), the location of the job site, and the conditions under which the work is to be performed, and that it enters into this Agreement based upon its thorough investigation of all such matters and is relying in no way upon any opinions or representations of CITY.

It is agreed that the Contract Documents are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, shall be bound by the Contract Documents insofar as they relate in part or in any way, directly or indirectly, to the work covered by this Agreement.

"Contract Documents" as defined herein mean and include:

- A. This Agreement;
- B. Bonds covering the work herein agreed upon;
- C. The CITYs standard Plans and Specifications and special contractual provisions, including those on file in the office of the Director of Public Works of CITY and adopted by the City Council, and any revisions, amendments or addenda thereto;
- D. The edition of Standard Specifications for Public Works Construction, published by Builders' News, Inc., 10801 National Boulevard, Los Angeles, CA 90064, and all amendments thereto, written and promulgated by the Southern California chapter of the American Public Works Association and the Southern California District Associated General Contractors of the California Joint Cooperative Committee as specified in the particular Plans, Specifications, Special Provisions and Addenda applicable to the Project;
- E. All bid documents, including the Notice Inviting Bids, the Special Instructions to Bidders, the CONTRACTOR's proposal, (attached as Exhibit "A"), "Form HUD-4010," the Federal Labor Standards Provision of the United States (attached as Exhibit "B"), and "Standard Federal Equal Employment Opportunity Construction Contract Specifications," as established by Federal Executive Order 11246 (attached as Exhibit "C").
- F. The particular Plans, Specifications, Special Provisions and Addenda applicable to the PROJECT. Anything mentioned in the Specifications and not indicated in the Plans or indicated in the Plans and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of a discrepancy between any Plans, Specifications, Special provisions, or Addenda, the matter shall be immediately submitted by CONTRACTOR to the Department of Public Works of CITY (hereinafter referred to as "DPW"), and CONTRACTOR shall not attempt to resolve or adjust the discrepancy without the decision of DPW, save only at its own risk and expense.

Should there be any conflict between the terms of this Agreement and the bid or proposal of CONTRACTOR, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid or proposal which is in conflict herewith.

3. COMPENSATION

CITY agrees to pay and CONTRACTOR agrees to accept as full compensation for the faithful performance of this Agreement, subject to any additions or deductions made under the provisions of this Agreement or the Contract Documents, a sum not to exceed **Dollars \$2,116,520.00 (\$ Two Million One Hundred Sixteen Thousand Five Hundred Twenty)**, as set forth in the Contract Documents, to be paid as provided in this Agreement.

4. COMMENCEMENT OF PROJECT

CONTRACTOR agrees to commence the PROJECT within ten (10) working days after the Notice to Proceed is issued and diligently prosecute the PROJECT to completion within **Ninety (90) working days** from the day the Notice to Proceed is issued by DPW, excluding delays provided for in this Agreement.

5. TIME OF THE ESSENCE

The parties hereto recognize and agree that time is of the essence in the performance of this Agreement and each and every provision of the Contract Documents.

CONTRACTOR shall prepare and obtain approval as required by the Contract Documents for all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of its work in conformance with the progress schedule set forth in the Contract Documents. CONTRACTOR shall coordinate its work with the work of all other contractors, subcontractors, and CITY forces working on the PROJECT in a manner that will facilitate the efficient completion of the PROJECT and in accordance with the terms and provisions of this Agreement. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time and order in which the various portions of the work shall be performed and the priority of the work of other contractors, subcontractors and CITY forces and, in general, all matters concerning the timely and orderly conduct of the work of CONTRACTOR on the premises.

6. CHANGES

CONTRACTOR shall adhere strictly to the plans and specifications set forth in the Contract Documents unless a change therefrom is authorized in writing by DPW. CONTRACTOR agrees to make any and all changes, furnish materials and perform all work necessary within the scope of the PROJECT as DPW may require in writing. Under no condition shall CONTRACTOR make any changes without the prior written order or acceptance of DPW, and CITY shall not pay any extra charges made by CONTRACTOR that have not been agreed upon in writing by DPW.

When directed to change the work, CONTRACTOR shall submit immediately to DPW a written cost proposal reflecting the effect of the change. Should DPW not agree to such cost proposal, the work shall be performed according to the changes ordered in writing by DPW and the proper cost thereof shall be negotiated by the parties upon cost and pricing data submitted by CONTRACTOR; thereupon, CITY will promptly issue an adjusted change order to CONTRACTOR and the Agreement price will be adjusted upward or downward accordingly.

7. NOTICE TO PROCEED

No work, services, material, or equipment shall be performed or furnished under this Agreement unless and until a Notice to Proceed has been given to CONTRACTOR by CITY. CITY does not warrant that the work will be available on the date the Notice to Proceed is issued. In the event of a delay in commencement of the work due to unavailability of the job site, for any reason, relief to CONTRACTOR shall be limited to a time extension equal to the delay due to such unavailability.

8. BONDS

CONTRACTOR shall, prior to entering into performance of this Agreement, furnish a performance bond, on the CITY's bond form in the amount of one hundred percent (100%) of the Contract price, to guarantee the faithful performance of the work, and a payment bond, on the CITY's form in the amount of one hundred percent (100%) of the Contract price, to guarantee payment of all claims for labor and materials furnished. Bonds submitted on any form other than the CITY's form will be rejected. The required bonds shall be from a surety licensed to do business in the State of California and with a current A.M. Best's rating of A-, VII. This Contract shall not become effective until such bonds are supplied and approved by the CITY.

In addition, CONTRACTOR shall submit to CITY a bond in the amount of one hundred percent (100%) of the final Agreement price, including all change orders, to warrant such performance for a period of one (1) year after CITY's acceptance thereof within ten (10) days of filing of the Notice of Completion.

9. WARRANTIES

The CONTRACTOR agrees to perform all work under this Contract in accordance with the CITY's designs, drawings and specifications.

The CONTRACTOR guarantees for a period of one (1) year from the date of the notice of completion of the work that the completed work is free from all defects due to faulty materials, equipment or workmanship and that he shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to other parts of the system resulting from such defects. The CITY shall promptly give notice to the CONTRACTOR of observed defects. In the event that the CONTRACTOR fails to make adjustments, repairs, corrections or other work made necessary by such defects, the CITY may do so and charge the CONTRACTOR the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR is, and shall be, acting at all times hereunder as an independent contractor and not an employee of CITY. CONTRACTOR shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other

payroll deductions for CONTRACTOR and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services performed hereunder.

11. LIQUIDATED DAMAGES/DELAYS

It is agreed by the parties hereto that in case the total work called for hereunder is not in all parts and requirements finished or completed within the number of calendar days as set forth herein, damage will be sustained by CITY; and that it is, and would be, impractical and extremely difficult to ascertain and determine the actual damage which CITY would sustain in the event of and by reason of such delay. It is, therefore, agreed that CONTRACTOR will pay to CITY, as liquidated damages and not as a penalty, the sum of **Eighteen hundred Dollars (\$ 1,800.00)** per each calendar days delay in completing the work in excess of the number of working/calendar days set forth herein, which represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable damages CITY would sustain in the event of and by reason of such delay; and CONTRACTOR agrees to pay these damages herein provided, and further agrees that CITY may deduct the amount thereof from any monies due or that may become due to CONTRACTOR hereunder. For projects on the National Highway System (NHS), the local formula for liquidated damages will be provided.

CONTRACTOR will be granted an extension of time and will not be assessed damages for any portion of the delay in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR, including, but not limited to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, unsuitable weather, or delays of subcontractors due to such causes.

CONTRACTOR shall, within fifteen (15) days from the beginning of any such delay (unless DPW shall grant a further period of time), notify DPW in writing of the cause of the delay and CITY shall extend the time for completing the work if, in its judgment, the findings of fact thereon justify the delay; and the decision of DPW shall be conclusive on the parties hereto.

Should CONTRACTOR be delayed in the prosecution or completion of the work by the act, neglect or default of CITY, or should CONTRACTOR be delayed by waiting for materials required by this Agreement to be furnished by CITY, or by damage caused by fire or other casualty at the job site for which CONTRACTOR is not responsible, or by the combined action of the workers, in no way caused by or resulting from default or collusion on the part of CONTRACTOR, or in the event of a lockout by CITY, then the time herein fixed for the completion of the work shall be extended by the number of days CONTRACTOR has thus been delayed, but no allowance or extension shall be made unless a claim therefor is presented in writing to CITY within fifteen (15) days of the commencement of such delay.

No claims for additional compensation or damages for delays, irrespective of the cause thereof, and including without limitation the furnishing of materials by CITY or delays by other contractors or subcontractors, will be allowed and an extension of time for completion shall be the sole remedy of CONTRACTOR.

12. DEMANDS FOR ADDITIONAL TIME OR MONEY

A. Definitions.

(1) "Change Order" means a document signed by the CONTRACTOR and CITY which authorizes an addition, deletion or revision in the work, or an adjustment in the Compensation under Section 3, or the Completion Time specified at Section 4.

(2) "Demand" means a written demand for a Change Order by the CONTRACTOR for any of the following:

- (a) A time extension;
- (b) Payment of money or damages arising from work done by, or on behalf of, the CONTRACTOR pursuant to this Agreement and payment of which is not expressly permitted pursuant to Section 3 of this Agreement;
- (c) Payment of an amount the CITY disputes;
- (d) Any disputes and other matters relating to the acceptability of the work performed or the interpretation of the Contract Documents;
- (e) A request for a time extension or additional payment based upon differing site conditions, such as subsurface or latent physical conditions at the job site differing materially from those indicated in this Agreement or the Contract Documents, or unknown physical conditions at the job site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent to work of the PROJECT; or
- (f) A request for a time extension or additional payment based upon acts of neglect by CITY or due to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

B. A Demand for a time extension or payment of money or damages may only be granted by a Change Order.

C. No Change Order may be granted except where the Contractor has submitted a Demand to the DPW (or his or her written designee). All Demands shall be submitted promptly, but in no event later than thirty (30) days after the occurrence of the event giving rise to the Demand. The Demand shall be in writing and include all documents necessary to substantiate the Demand. The DPW shall act on the Demand within fifteen (15) days after receipt, including by requesting additional information from the CONTRACTOR to determine whether to approve the Change Order the Demand seeks. The DPW shall act on the Demand within fifteen (15) days after receipt of the additional information or within a period of time no greater than the time the CONTRACTOR took to produce the additional information requested, whichever is greater.

D. Notwithstanding the thirty (30) days to submit a Demand under Subparagraph C, in the case of differing or unknown site conditions, immediately upon encountering the conditions, CONTRACTOR shall notify the DPW in writing of the conditions, so that the CITY may promptly investigate the conditions.

E. If the CONTRACTOR disputes the DPW's written response on the Demand, or the CITY fails to respond within the time prescribed, the CONTRACTOR may so notify the City Engineer, in writing, either within fifteen (15) days of receipt of the City Engineer's response or within fifteen (15) days of the DPW's failure to respond within the time prescribed, respectively, and request an informal conference to meet and confer for settlement of the Demand. Upon the CONTRACTOR's request, the DPW shall schedule a meet and confer conference within thirty (30) days to seek to resolve.

F. CITY and CONTRACTOR shall execute appropriate Change Orders covering changes to the time or price by executing the Change Order by mutual agreement. If

the CITY and CONTRACTOR are unable to reach a mutual agreement, then the City Engineer shall issue a written decision on the claim within a reasonable time.

G. Following the meet and confer conference, if the Demand remains in dispute, the CONTRACTOR may file a claim with the City as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the CONTRACTOR submits his or her Demand until the Demand is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

13. VARIATIONS IN ESTIMATED QUANTITIES

The quantities listed in the bid schedule will not govern final payment. Payment to CONTRACTOR will be made only for the actual quantities of Agreement items used in construction of the PROJECT, in accordance with the plans and specifications. Upon completion of the PROJECT, if the actual quantities used are either more than or less than the quantities listed in the bid schedule, the bid price shall prevail subject to the provisions of this Section. DPW may, at its sole discretion, when warranted by the facts and circumstances, order an equitable adjustment, upwards or downwards, in payment to CONTRACTOR where the actual quantities used in construction of the PROJECT are in variation to the quantities listed in the bid schedule. No claim by CONTRACTOR for an equitable adjustment in price or time for completion shall be allowed if asserted after final payment under this Agreement. If the quantity variation is such as to cause an increase in the time necessary for completion, DPW shall ascertain the facts and circumstances and make such adjustment for extending the completion date as in its sole judgment the findings warrant.

14. PROGRESS PAYMENTS

Each month DPW will make an estimate in writing of the work performed by CONTRACTOR and the value thereof. From each progress estimate, five percent (5%) will be deducted and retained by CITY and the remainder of the progress estimate, less the amount of all previous payments since commencement of the work, will be paid to CONTRACTOR.

When CONTRACTOR has, in the judgment of DPW, faithfully executed fifty percent (50%) or more of the value of the work as determined from the bid schedule, and if DPW finds that satisfactory progress has been and is being made, CONTRACTOR may be paid such sum as will bring the payments of each month up to one hundred percent (100%) of the value of the work completed since the commencement of the PROJECT, as determined in its sole discretion by DPW, less all previous payments and less all previous retained amounts.

CITY's final payment to CONTRACTOR, if unencumbered, or any part thereof unencumbered, shall be made thirty (30) days after the acceptance of the work and the filing of a Notice of Completion by CITY. Provided, however, that in the event of a dispute between CITY and CONTRACTOR, CITY may withhold from the final payment an amount not to exceed 150 percent of the value of any disputed amount of work. Payments shall be made on demands drawn in the manner required by law, each payment to be accompanied by a certificate signed by DPW, affirming that the work for which payment is demanded has been performed in accordance with the terms of the Agreement and that the amount stated in the certificate is due under the terms of the Agreement. Partial payments on the contract price shall not be considered as an acceptance of any part of the work.

15. WITHHELD CONTRACT FUNDS SUBSTITUTION OF SECURITIES

At the request and at the sole cost and expense of CONTRACTOR, who shall retain beneficial ownership and receive interest, if any thereon, CITY shall permit the substitution and deposit therewith of securities equivalent to the amount of any monies withheld by CITY to ensure performance under the terms of this Agreement.

16. AFFIDAVITS OF SATISFACTION OF CLAIMS

After the completion of the work contemplated by this Agreement, CONTRACTOR shall file with DPW its affidavit stating that all workers and persons employed, all firms supplying materials and all subcontractors working upon the PROJECT have been paid in full and that there are no claims outstanding against the PROJECT for either labor or material, except certain items, if any, to be set forth in CONTRACTOR's affidavit covering disputed claims, or items in connection with Notices to Withhold, which have been filed under the provisions of the statutes of the State of California.

17. WAIVER OF CLAIMS

The acceptance by CONTRACTOR of the payment of the final certificate shall constitute a waiver of all claims against CITY under or arising out of this Agreement.

18. RISK AND INDEMNIFICATION

All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by CONTRACTOR, save and except claims or litigation arising through the active negligence or willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

19. INSURANCE

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the carrier to notify the city of any material change, cancellation, or termination at least **thirty (30) days** in advance. A **waiver of subrogation** shall be provided by the insurer for **each policy** waiving subrogation against CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, Claims **made** and **modified occurrence** policies **shall not be accepted** for any policy. All Subcontractors shall be required to provide and maintain the same insurances as required of CONTRACTOR under this contract.

CONTRACTOR shall be required to collect and maintain all required insurances from all Subcontractors.

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.

CONTRACTOR and all Subcontractors shall carry workers' compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

Additional Insured Endorsements, **ongoing and products-completed operations**, for the **Commercial General Liability policy**, including mobile equipment and not excluding XCU. Endorsements shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (**Form CG 20 26 07 04 & Form CG 20 37 07 04** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

An Additional Insured Endorsement for an **Automobile Liability** policy and shall designate CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY. (**Form CA 20 48 02 99** or equivalent) (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

A Loss Payee Endorsement for the **Course of Construction** policy designating the City of Garden Grove as Loss Payee. (**Claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. (**Claims made and modified occurrence policies are not**

acceptable; Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

For any claims related to this Project, the CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, shall be excess of the CONTRACTOR's insurance and not contribute with it.

Before CONTRACTOR performs any work at, or prepares or delivers materials to, the site of construction, CONTRACTOR shall furnish:

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Course of Construction	Completed value of the project with no coinsurance penalty provisions.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

CITY or its representatives shall at all times have the right to inspect and receive a certified copy of all said policies of insurance, including certificates and endorsements at CONTRACTORS sole cost and expense. CONTRACTOR shall pay the premiums on the insurance hereinabove required.

20. CALIFORNIA PREVAILING WAGE LAW AND FEDERAL DAVIS-BACON ACT.

A. General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Subcontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

B. Forfeiture for Violation. CONTRACTOR shall, as a penalty to the CITY, forfeit one hundred dollars (\$100.00) for each calendar day or portion thereof for each worker paid (either by the CONTRACTOR or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770 1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices. Section 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the CONTRACTOR shall comply therewith; provided, however, that this requirement shall not apply if and/or to the extent that the Contract of the general CONTRACTOR, or the contracts of specialty contractors not bidding for work through a general or prime contractor involve less than thirty thousand dollars (\$30,000.00).

D. Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one

E. Calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

F. Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. The applicable CONTRACTOR or subcontractor or its agent having authority over such matters shall certify all payroll records as accurate. CONTRACTOR further agrees that its payroll records and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with all of the provisions of Labor Code Section 1776, in general. CONTRACTOR shall comply with all of the provisions of Labor Code Section 1776, and shall submit payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4(a)(3). The CONTRACTOR shall submit copies of certified payroll reports and cancelled checks for labors, every two weeks to the Engineer. Certified payroll and cancelled checks submittals are due one month after start of construction and every two weeks thereafter. If the certified payroll and cancelled checks are not submitted, the CONTRACTOR will be notified that compliance is required within five (5) working days or contract work must cease. The CITY will not be responsible for any delay or acceleration charges or any incurred costs or damages as a result of the work stoppage due to CONTRACTOR's failure to comply. Work shall be ceased in an orderly, safe fashion with all vehicle access restored. Should this not occur, CITY will correct the deficiencies and deduct the cost from funds due to the CONTRACTOR. In addition, no progress payment shall be made until the copies of certified payroll reports and cancelled checks are submitted.

G. Contractor Registration. CONTRACTOR and its subcontractors must be registered with the California Department of Industrial Relations pursuant to Labor Code Section

1725.5. This Agreement shall not be effective until CONTRACTOR provides proof of registration to the CITY.

H. Posting of Job Site Notices. CONTRACTOR shall comply with the job site notices posting requirements established by the Labor Commissioner pursuant to Title 8, California Code of Regulations Section 16461(e) or other regulation promulgated pursuant to Labor Code Section 1771.4(a) (2).

I. Notice of DIR Compliance Monitoring and Enforcement. Pursuant to Labor Code Section 1771.4, this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

21. TERMINATION

This Contract may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

If termination for default or convenience is effected by the CITY, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR'S default.

Upon receipt of a termination action, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

Upon termination, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

22. DISPOSITION OF PLANS ESTIMATES AND OTHER DOCUMENTS

CONTRACTOR agrees that upon completion of the work to be performed hereunder, or upon expiration or earlier termination of this Agreement, all original plans, specifications, drawings, reports, calculations, maps and other documents pertaining to this Agreement shall be delivered to CITY and become its sole property at no further cost.

23. NONASSIGNABILITY

CONTRACTOR shall not sell, assign, transfer, convey or encumber this Agreement, or any part hereof, or any right or duty created herein, without the prior written consent of CITY and the surety.

24. CITY EMPLOYEES AND OFFICIALS

CONTRACTOR shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the California Government Code.

25. STOP NOTICES• RECOVERY OF ADMINISTRATIVE COSTS

CITY shall be entitled to all reasonable administrative costs and necessary disbursements arising out of the processing of Stop Notices, Notices to Withhold, or any similar legal document. This obligation shall be provided for in the labor and materials payment bond required of CONTRACTOR. CITY may charge an administrative fee of One Hundred Dollars (\$100) for every Stop Notice filed in excess of two (2), regardless of whether or not CITY is named in an action to enforce such stop notices. CITY may set off any unreimbursed cost or expense so incurred against any sum or sums owed by CITY to CONTRACTOR under this Agreement.

26. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below; provided that CITY and CONTRACTOR, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

TO CITY:
City of Garden Grove
ATTN: Mike Santos
11222 Acacia Parkway
Garden Grove, CA 92648
(714) 741-5179 Phone
(714) 741-5578 Fax

TO CONTRACTOR:

27. SECTION HEADINGS

The titles, captions, section, paragraph, and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

28. IMMIGRATION

CONTRACTOR shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the Immigration Reform and Control Act of 1978 (8 USC Section 1324a) regarding employment verification.

29. ATTORNEY'S FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, each shall bear its own attorneys' fees, costs and necessary disbursements.

Notwithstanding the foregoing, if any action is brought against the CONTRACTOR or any subcontractor to enforce a Stop Notice or Notice to Withhold, which named the CITY as a party to said action, the CITY shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the CITY. The CITY shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

30. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California and venue shall be in Orange County.

32. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

33. CONSENT

Where CITYs consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be consent/approval to any subsequent occurrence of the same or any other transaction or event.

34. CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT

CONTRACTOR agrees to comply with all requirements and utilize fair employment practices in accordance with California Government Code Sections 12900 et seq.

35. SIGNATORIES

Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this

Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

36. ENTIRETY

The foregoing, and Exhibits "A" through "C" attached hereto, set forth the entire Agreement between the parties. No waiver or modification of this Agreement shall be valid unless in writing duly executed by both parties. .

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or . warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement.

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals

under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report

training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll

records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the

Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a

prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship

Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program

shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting

agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and

health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First

Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

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

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

SECTION 5 - AGREEMENT (Continued)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

R.J. Noble Company

CONTRACTOR'S State License No. 782908

(Expiration Date: 08/31/2020)

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.