

## AGENDA



Garden Grove City  
Council

Tuesday, May 10, 2016

6:30 PM

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

**Bao Nguyen**  
Mayor

**Steven R. Jones**  
Mayor Pro Tem

**Christopher V. Phan**  
Council Member

**Phat Bui**  
Council Member

**Kris Beard**  
Council Member

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

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

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

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

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

**Time Limitation:** Speakers must limit remarks for a total of (5) five minutes. When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to avoid unnecessary repetition. At the City Council's discretion, a limit on the total amount of time for public comments during Oral

Communications and/or a further limit on the time allotted to each speaker during Oral Communications may be set.

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

## AGENDA

### Open Session

ROLL CALL: COUNCIL MEMBER BEARD, COUNCIL MEMBER BUI, COUNCIL MEMBER PHAN, MAYOR PRO TEM JONES, MAYOR NGUYEN

### INVOCATION

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

#### 1. CLOSED SESSION REPORT

#### 2. PRESENTATIONS

- 2.a. Police Department Medal of Merit - Detective Michael Farley.
- 2.b. Police Department Medal of Merit - Community Service Officer Ryan Berleth.
- 2.c. Community Spotlight: Recognition of City Employees celebrating 25, 30, 35, and 40 Years with the City of Garden Grove.

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

#### 4. WRITTEN COMMUNICATIONS

### RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

### RECONVENE

#### 5. CONSENT ITEMS

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

- 5.a. Proclamation of National Public Works Week for May 15-26, 2016. *(Action Item)*
- 5.b. Adoption of a Resolution authorizing submittal of an application for payment programs through the CalRecycle Program. *(Action Item)*
- 5.c. Authorization for one City Council Member to attend the International Council of Shopping Centers Convention in Las

Vegas, from May 22 through May 25, 2016. (Cost: \$1,400) (*Action Item*)

- 5.d. Approval of an Agreement with the County of Orange to provide forensic services. (Cost: \$466,952 first year) (*Action Item*)
- 5.e. Award of a contract to Quiel Brothers Electric Sign Service Company for fabrication of an LED monument sign for the Gem Theater and the Festival Amphitheatre. (Cost: \$54,772.69) (*Action Item*)
- 5.f. Acceptance of Project No. 7376 - West Street and Candy Lane Water Improvements Project as Complete. (*Action Item*)
- 5.g. Authorize the issuance of a purchase order to Miracle Recreation Equipment Company for new playground equipment for Eastgate Park. (Cost: \$41,649.30) (*Action Item*)
- 5.h. Receive and file minutes from the April 12, 2016, meeting. (*Action Item*)
- 5.i. Approval of Warrants. (*Action Item*)
- 5.j. Approval to waive full reading of Ordinances listed. (*Action Item*)
- 5.k. Approval of a letter urging the President and the State Department to call for the release of Nguyen Van Dai. (*Action Item*)

6. PUBLIC HEARINGS

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

7. COMMISSION/COMMITTEE MATTERS

8. ITEMS FOR CONSIDERATION

- 8.a. Approval of an Exclusive Negotiation Agreement with New Age Garden Grove, LLC. (*Action Item*)
- 8.b. Adoption of Resolutions approving a purchase and sale agreement and a lease with the Garden Grove Housing Authority for acquisition and lease of Civic Center properties. (*Action Item*)
- 8.c. Adoption of Resolutions approving a Disposition and Development Agreement and a Lease and Sublease with LAB Holding LLC for disposition and lease of Civic Center properties for the Cottage Industries Project. (*Action Item*)

9. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 9.a. Ordinance No. 2866 presented for second reading and adoption entitled:  
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING SECTIONS 2.04.030 AND 2.04.040 TO CHAPTER 2.04 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE

IMPLEMENTING BY-DISTRICT ELECTIONS OF COUNCIL MEMBERS  
AND ESTABLISHING BOUNDARY LINES THEREFOR

10. MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY  
MANAGER
11. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday,  
May 24, 2016, at 5:30 p.m. at the Community Meeting Center,  
11300 Stanford Avenue, Garden Grove, CA.



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Police Department Medal of Merit - Detective Michael Farley.	Date:	5/10/2016

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In 1985 a homicide occurred in the Buena Clinton Neighborhood as a result of a drug deal gone bad. Two men went to the area to purchase drugs and one of them was fatally stabbed during the transaction. Initially two arrests were made in connection with the murder, but charges were never filed because the witnesses to the crime were deemed unreliable.

In 2014, the Garden Grove Police Department received a tip regarding the 1985 murder, and Detective Mike Farley was in charge of reopening the case. Mike re-examined the evidence and made efforts to re-contact witnesses, many of whom were now deceased. Mike noticed that some of the DNA evidence was never processed, and needed to be sent to the Crime Lab. Eventually the results of the DNA evidence were returned and to Mike's surprise the DNA hit came back to one of the original suspects from 1985.

The suspect was eventually located by the Department's Career Criminal Apprehension Team, and the real work of resurrecting a 30 year homicide case began. Detective Farley worked closely with the OC District Attorney's and the Santa Ana Police Department to place a wiretap on the suspect's phone. The process was time consuming and took a tremendous amount of teamwork and man hours to reconstruct this case. Mike coordinated 24 hour surveillances utilizing the Department's Career Criminal Apprehension Unit, Special Investigations Unit, Gang Unit and Youth Services Units. He was responsible for the overall operations, and did a great job organizing Officers and maintaining professional relationships within the District Attorney's Office. The efforts Detective Farley exhibited were exceptional, despite trying to present a 30 year homicide case for prosecution to the District Attorney's office.

Fortunately, Mike's coordination of Department resources paid off for the victim's family. The suspect is now in custody for the murder, and is awaiting trial for a homicide that occurred 30 years ago. Although Mike will tell you that solving this case was a joint effort by all involved, the reality is that his leadership, organization, and determination to see this case through was the catalyst for its success. This is why Detective Mike Farley is deserving of the Garden Grove Police Department's

Medal of Merit.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Police Department Write up	4/27/2016	Cover Memo	MoM_Farley.docx

**MEDAL OF MERIT  
DETECTIVE MICHAEL FARLEY  
2015**

In 1985 a homicide occurred in the Buena Clinton Neighborhood as a result of a drug deal gone bad. Two men went to the area to purchase drugs and one of them was fatally stabbed during the transaction. Initially two arrests were made in connection with the murder, but charges were never filed because the witnesses to the crime were deemed unreliable.

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Fortunately, Mike's coordination of department resources paid off for the victim's family. The suspect is now in custody for the murder, and is awaiting trial for a homicide that occurred 30 years ago. Although Mike will tell you that solving this case was a joint effort by all involved, the reality is that his leadership, organization, and determination to see this case through was the catalyst for its success. This is why Detective Mike Farley is deserving of the Garden Grove Police Department's Medal of Merit.

Todd D. Elgin  
Chief of Police

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager	Dept.:	Police
Subject:	Police Department Medal of Merit - Community Service Officer Ryan Berleth.	Date:	5/10/2016

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On September 1, 2015, the Police Department went live on a new, all-inclusive electronic system for handling all aspects of the operations within the Police Department. In one day all operations with regard to report writing, CAD, property and evidence handling, mobile computer terminal functionality and taking and uploading evidentiary photographs changed from the way things were done the previous day. Ryan Berleth, as a Field Report Taker and a person qualified to answer phones in Dispatch, willingly expanded his responsibilities that included learning the new electronic system and training department staff.

Every employee was sent through the appropriate training for their role within the Department. Due to his dual roles, Ryan had to attend more training sessions than any other employee in the Department. It was clear during these training sessions that Ryan was quick to digest and apply the information.

Ryan gave a refresher course to all of the Briefings that were conducted the first week to ensure everyone had a base understanding of the system. When called upon to remain available and assist the officers in completing their entries and reports in Spillman, Ryan quickly agreed and performed well in that role. He stepped up and wrote and trained Police Department staff on the reference materials.

Ryan has remained our most advanced user within the Department. He has since continued to participate in writing additional procedural guides for the system and has just completed updating all of those for incorporation into an overall reference guide for new and existing employees.

Ryan took the role of trainer and is well-respected for the way he handles the role. He is seen as a resource throughout the Department on this system. He went well above his normal job duties which is why he is deserving of the Medal of Merit.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Medal of Merit write up-Berleth	4/27/2016	Cover Memo	MoM_Berleth.docx

**MEDAL OF MERIT  
COMMUNITY SERVICE OFFICER RYAN BERLETH  
2015**

On September 1, 2015, we went live on a new, all-inclusive electronic system for handling all aspects of the operations within the PD. In one day all operations with regard to report writing, CAD, property and evidence handling, mobile computer terminal functionality and even taking and uploading evidentiary photographs changed from the way we did things the previous day. Ryan Berleth, as a field report taker and a person qualified to answer phones in dispatch, had to learn both roles' new responsibilities within Spillman.

Every employee was sent through the appropriate training for their role within the Department. Due to his dual roles Ryan had to attend more training sessions than any other employee in the Department. It was clear during these training sessions that Ryan was quick to digest and apply the information.

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Todd D. Elgin  
Chief of Police

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kim Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Community Spotlight: Recognition of City Employees celebrating 25, 30, 35, and 40 Years with the City of Garden Grove.	Date:	5/10/2016

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This item is a Community Spotlight recognizing a distinguished group of individuals celebrating milestones with the City of Garden Grove.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Proclamation of National Public Works Week for May 15-26, 2016. ( <i>Action Item</i> )	Date:	5/10/2016

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**OBJECTIVE**

For City Council to proclaim the week of May 15-21, 2016, as National Public Works Week in the city of Garden Grove.

**BACKGROUND**

The Garden Grove Public Works Department is responsible for the maintenance and construction of all municipal facilities and equipment and associated infrastructure. This includes streets, sidewalks, parks, public buildings, street trees, flood control channels, traffic signals, and City-owned vehicles and equipment. Additionally, the Department is responsible for the City's water system, sewer system, graffiti abatement, managing trash and recycling services, and various environmental compliance efforts.

**DISCUSSION**

The health, safety, and comfort of the residents, business owners, and community depend greatly on the Public Works Department; therefore, it is recommended that the City recognize the Public Works Department and all their achievements.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Proclaim May 15-21, 2016, as National Public Works Week in the city of Garden Grove.



**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Proclamation	4/26/2016	Backup Material	National_Public_Works_Week_Proclamation.04.pdf

## NATIONAL PUBLIC WORKS WEEK

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets, public buildings, and parks; and

WHEREAS, the health, safety and comfort of this community greatly depend on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skills of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments and offices is materially influenced by the people's attitude and understanding of the importance of the work they perform;

NOW THEREFORE, the City Council of the City of Garden Grove does hereby proclaim, May 15-21, 2016, as National Public Works Week in the City of Garden Grove, and in doing so, encourage all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works personnel make every day to our health, safety, comfort, and quality of life.

**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 authorizing submittal of an application for payment programs through the CalRecycle Program. ( <i>Action Item</i> )		
		Date:	5/10/2016

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**OBJECTIVE**

For the City Council to adopt a Resolution authorizing submittal of applications for the Beverage Container City/County Payments administered by the California Department of Resources Recycling and Recovery (CalRecycle).

**BACKGROUND**

Each year the City receives approximately \$45,000 from this program to promote beverage container recycling and beverage container litter reduction activities. These funds have allowed the City to form a partnership with the Orange County Conservation Corps to provide beverage container recycling and litter abatement in the City's parks. These grants are not competitive, but require qualifying jurisdictions to submit applications to receive funding.

**DISCUSSION**

As part of the State's internal audit of this program, a new requirement was initiated for all jurisdictions to adopt a resolution authorizing the submittal of the grant application beginning with the Fiscal Year 2015/16 funding cycle. Therefore, staff recommends the adoption of the attached Resolution to enable staff to continue submitting funding requests on an annual basis.

**FINANCIAL IMPACT**

There is no impact to the General Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Adopt the resolution authorizing submittal of applications for the Beverage Container City/County Payments administered by the California Department of Resources Recycling and Recovery.

By: Raquel Manson, Administrative Analyst

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution	5/3/2016	Resolution Letter	Recycle.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS AND  
RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code Sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions;

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Garden Grove is authorized to submit an application to CalRecycle for any and all payment programs offered.

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment.

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Authorization for one City Council Member to attend the International Council of Shopping Centers Convention in Las Vegas, from May 22 through May 25, 2016. (Cost: \$1,400) ( <i>Action Item</i> )		
		Date:	5/10/2016

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**OBJECTIVE**

To request City Council authorization for out-of-state travel and expense reimbursement for City Council related travel to Las Vegas, Nevada on May 22 through May 25, 2016, for the International Council of Shopping Centers (ICSC) Convention, also known as RECON.

**BACKGROUND**

Founded in 1957, ICSC is the global trade association of the shopping center industry. Its more than 70,000 members in over 100 countries include shopping center owners, developers, managers, investors, retailers, brokers, academics, and public officials. At the ICSC RECON convention, the City will have the opportunity to meet with these members and take advantage of networking, deal making and educational opportunities. The convention typically features approximately 1,000 exhibiting companies, 36,000 attendees in a 2,000,000 square foot convention center.

This year the City's Economic Development staff will be exhibiting at the ICSC Cities of the World Pavilion showcasing the City's economic development programs and opportunities in the City of Garden Grove (see attached RECON Program). During the Convention there will be opportunities for City Council Members to attend educational seminars to learn about retail development and help City Council make informed economic decisions. Council Member Beard is slated to attend the Convention to represent the City and answer questions regarding development opportunities for the City.

Pursuant to the City's expense guidelines and reimbursement policy for City Council

Members, expenses for out-of-state travel require City Council approval.

#### FINANCIAL IMPACT

It is estimated that the total cost will be \$1,400. The funds for the expenses related to the 2016 ICSC-RECON Convention are contained in the 2015-16 Budget in City Council packages 0010 and 0011.

#### RECOMMENDATION

It is recommended that the City Council:

- Authorize travel related expenses, including costs of travel, lodging, food, and other ancillary expenses, in the amount of \$1,400, for one City Council Member related to travel to Las Vegas, Nevada on May 22 through May 25, 2016 for the International Council of Shopping Centers, also known as RECON.

By: Greg Blodgett, Sr. Project Manager

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
2016 RECON Program	4/14/2016	Cover Memo	2016_ICIS_-_RECon.pdf



PROGRAM

# RECON

May 22 – 25, 2016 | Las Vegas, NV  
Las Vegas Convention Center & Westgate Hotel

#RECon16





# RECon



RECon is the world's largest retail real estate exhibition and conference and is a must-attend event for shopping center industry executives, retailers, financial companies, and product and service suppliers. When over 36,000 of the best and brightest in the industry come together, the opportunities are limitless.



We've chosen our 2016 keynote speakers for their diverse backgrounds and the wealth of knowledge they have to share. Mark your calendar now for these sessions.

OPENING SESSION  
KEYNOTE SPEAKER



**EARVIN "MAGIC" JOHNSON**  
*Magic Johnson Enterprises*

**SUNDAY, May 22**  
1:00 pm



**PARAG KHANNA**  
*Factotum,  
Hybrid Reality*

**SUNDAY**  
May 22  
11:00 am



**TONY HSIEH**  
*Zappos*

**SUNDAY**  
May 22  
2:30 pm



**GARY FRIEDMAN**  
*Restoration  
Hardware*

**MONDAY**  
May 23  
12:30 pm



**BOBBI BROWN**  
*Bobbi Brown  
Cosmetics*

**TUESDAY**  
May 24  
12:30 pm

**May 22 – 25, 2016** | Las Vegas, NV  
Las Vegas Convention Center & Westgate Hotel

RECon is more than just deal making. Be sure to check out these other features.

### PROFESSIONAL DEVELOPMENT DAY

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On Sunday, enhance your career skills with a day dedicated to education and training. Join us at the Westgate Hotel for blockbuster sessions, keynotes, and educational courses on industry concepts from ICSC's world-class speakers and faculty.

### EDUCATION & CONFERENCE SESSIONS

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Academy-style courses, industry panels, blockbuster keynotes, power sessions, and more are offered throughout the day on Monday and Tuesday and are categorized by specialty to help you find exactly what you're looking for.



### TALENT DEVELOPMENT PAVILION

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Gain a deeper appreciation of ICSC's broad-based programs and services that will support your professional development at any stage of your career.

### SPREE RECON

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The world's largest show for the cart, kiosk, and temporary retail industry is part of RECon. It features its own Education Hall with over 10 hours of sessions on the latest trends, insights, and opportunities in the specialty retail industry.

### Visit the Technology Lab What's So "2016" in Real Estate and Retail Technology?

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**NEW!**

Don't have a labs division, corporate venture, or innovation team? Even if you do, come see the most innovative start-up technology companies compete to be the next big thing in real estate technology. Join host Liz Bacelar, founder of Decoded Fashion, and a panel of expert judges as the top real estate start-ups pitch their services and offerings.

Join us for a little piece of Silicon Valley in Las Vegas. Come recharge, meet, and mingle with a select group of cutting-edge technology companies who are poised to innovate in the real estate industry in 2016. See the same companies compete for the title of "the next big thing" in real estate in 2016 on Monday and Tuesday 10:00 – 11:00 am at the Westgate Hotel.



# PROGRAM AT-A-GLANCE

## SUNDAY, MAY 22 PROFESSIONAL DEVELOPMENT DAY

	8:00 am – 5:00 pm	Registration
	8:30 – 10:15 am	Global Delegates Networking Breakfast and Leadership Summit <i>(by invitation only)</i>
■ ■	9:30 – 10:45 am	Marketing Your Center’s Specialty Leasing Opportunities
■ ■ ■ ■		Increasing Income through Superior Customer Experience
■ ■		Experience is Everything: New Rules for Driving Shopper Engagement
■ ■ ■		Essential Restaurant Fundamentals and Leasing Strategies
	10:15 – 11:30 am	Volunteer Appreciation Brunch with Trustee’s Distinguished Service Award <i>(by invitation only)</i>
■	11:00 am – 12:00 pm	Blockbuster Session - Parag Khanna
■ ■	11:00 am – 12:30 pm	Retailer Math 101 for Specialty Leasing
■ ■ ■ ■		Win-Win: Co-Tenancy Provisions for Tenants and Landlords
	12:45 – 1:00 pm	2016 VIVA “Best of the Best” Awards Presentation
■	1:00 – 2:00 pm	RECon Kickoff and Opening Session - Earvin “Magic” Johnson
■	2:30 – 3:30 pm	Blockbuster Session - Tony Hsieh
■ ■ ■ ■	2:30 – 3:45 pm	Reinvention: Property Redevelopment and Repositioning
■ ■ ■ ■ ■		Developing a Sales and Merchandising Plan for the Common Area
■ ■ ■ ■	4:00 – 5:15 pm	Leasing Strategies for Difficult Spaces
■ ■ ■ ■		Legalease Made Easy in Specialty Leasing
■ ■ ■ ■		Retail Real Estate Market and Feasibility Analysis
■ ■		Brick and Mortar Goes Solar: Successful Renewable Energy Initiatives
	5:30 – 7:00 pm	U.S. MAXI Awards Ceremony
	6:00 – 9:30 pm	ICSC Foundation Gala
	7:30 – 9:30 pm	Opening Reception at XS Nightclub (Encore)

## MONDAY, MAY 23

	7:00 am – 5:00 pm	Registration
	8:00 am – 5:00 pm	Leasing Mall / Marketplace Mall / SPREE RECon
■	9:00 – 10:30 am	CMD Global Certification Brief
■	10:00 – 11:00 am	What’s so “2016” in Real Estate and Retail Technology? Part 1
■		Capital Markets
■ ■		Challenges & Opportunities: Redeveloping the “Undevelopable”
■	11:00 am – 12:30 pm	CDP Global Certification Brief
■ ■ ■ ■		Retail as a Catalyst for Economic Development
■ ■ ■ ■	11:15 am – 12:15 pm	Wall Street on Main Street

## PROGRAM AT-A-GLANCE CONTINUED

■	12:30 – 2:00 pm	Lunch and Keynote Presentation - Gary Friedman
■ ■ ■	2:30 – 3:30 pm	The Evolution of Retail Leasing
■ ■ ■		Outpacing the Market: International Leading Edge Retail Concepts
	3:30 – 5:00 pm	P3 Pavilion Reception
■ ■		CRX Global Certification Brief
■ ■		Retail Technology Trends to Watch
■ ■ ■		Designing Social Media Programs to Drive Traffic and Increase Sales
■ ■		Essential Priorities in Retail Asset Management
■	4:00 – 5:00 pm	The Future of Retail
■		Tomorrow's Shopping Centers, Today
	4:15 – 4:30 pm	Annual Meeting of Members
	5:30 – 7:00 pm	Fortune Tellers Reception and Researcher Award Ceremony
		Diversity Reception
	5:30 – 7:30 pm	SPREE RECon Cocktail Reception & Hall of Fame Awards Presentation

### TUESDAY, MAY 24

	7:00 am – 5:00 pm	Registration
	8:00 am – 5:00 pm	Leasing Mall / Marketplace Mall / SPREE RECon
■	9:00 – 10:30 am	CSM Global Certification Brief
■ ■ ■		How to Optimize Revenue through Destination Retail and Tourism
■ ■ ■		The Economics of a Lease: Developer and Retailer Perspectives
■	10:00 – 11:00 am	What's so "2016" in Real Estate and Retail Technology? Part 2
■ ■ ■		The Experiential Evolution: Heart Share = Market Share
■ ■ ■		International Retail and Global Expansion
■	11:00 am – 12:30 pm	CLS Global Certification Brief
■ ■		A Closer Look at Leasing Financials: The Numbers Behind the Deal
■ ■		Proven Strategies to Thrive in Mixed-Use Developments
■ ■	11:15 am – 12:15 pm	Leasing Outside the Gateway Markets
■	12:30 – 2:00 pm	Lunch and Keynote Presentation - Bobbi Brown
■ ■ ■	2:30 – 3:30 pm	Capitol (Re)development
■ ■ ■		Urban Retail Development

### WEDNESDAY, MAY 25

	7:00 am – 2:00 pm	Registration
	8:00 am – 2:00 pm	Leasing Mall / Marketplace Mall / SPREE RECon



# PROGRAM

## SATURDAY, MAY 21

12:00 – 6:00 pm | LVCC

### Registration

## SUNDAY, MAY 22 PROFESSIONAL DEVELOPMENT DAY

8:00 am – 5:00 pm | LVCC

### Registration

8:30 – 10:15 am | Wynn Hotel  
*(by invitation only)*

### Global Delegates Networking Breakfast and Leadership Summit

9:30 – 10:45 am | Westgate Hotel

#### ■ Marketing Your Center’s Specialty ■ Leasing Opportunities

As retail real estate professionals there are many creative ways to maximize your ancillary income to even further improve your net operating income. Join us for this course as we explore today’s specialty leasing, beyond the traditional cart and kiosk programs.

9:30 – 10:45 am | Westgate Hotel

#### ■ Increasing Income through Superior ■ Customer Experience

Shopping centers are moving beyond the basic definitions of lifestyle center, urban entertainment center, town center, or mall. The new imperative for retail real estate is place-making and relationship management through tangibles like a differentiated tenant mix that reflects the local character of your property and intangibles that create a sense of rootedness and authenticity with consumers. Learn to achieve long-term value and increased net operating

income by creating an atmosphere of community in your development that will be remembered affectionately by customers generating longer stays, repeat visits, and customer loyalty.

9:30 – 10:45 am | Westgate Hotel

#### ■ Experience is Everything: New Rules ■ for Driving Shopper Engagement

Developing and executing a strategy that guides buyers towards or through your store or area of interest in your mall is crucial for shopping centers and retailers. This course will analyze how shopping centers and retailers can manage a consumer’s “journey” to purchase and create an optimal shopping experience for the customer. We will examine case studies and strategies to successfully engage consumers and examine new trends in driving shopper engagement.

9:30 – 10:45 am | Westgate Hotel

#### ■ Essential Restaurant Fundamentals ■ and Leasing Strategies

Whether in-line, out-parcel, regional mall, lifestyle center, or strip/power located, restaurants are an essential component of the shopping center fiber. This course will explain the strategies which every retail real estate professional in asset management, property management, and leasing should know in order to structure a successful restaurant deal. Topics will include: developing a strategic and tactical process that helps property managers make better tenant improvements and leasing decisions; examining and evaluating restaurant tenant lease terms and profitability statements; establishing key operational and performance tracking metrics; analyzing sales potential relative to occupancy costs; and understanding essential restaurant principles and operational cost percentage.



## SUNDAY, MAY 22

10:15 – 11:30 am | Wynn Hotel

### Volunteer Appreciation Brunch with Trustee's Distinguished Service Award

(by invitation only)

11:00 am – 12:00 pm | Westgate Hotel

#### ■ Blockbuster Session



**Parag Khanna**  
Co-Founder and CEO, Factotum  
Managing Partner, Hybrid Reality

Parag Khanna is a leading global strategist, world traveler, and best-selling author. He is a CNN Global Contributor and Senior Research Fellow in the Centre on Asia and Globalisation at the Lee Kuan Yew School of Public Policy at the National University of Singapore. He is also the Managing Partner of Hybrid Reality, a boutique geostrategic advisory firm, and Co-Founder & CEO of Factotum, a leading content branding agency. Parag's latest book is *Connectography: Mapping the Future of Global Civilization*. He is also co-author of *Hybrid Reality: Thriving in the Emerging Human-Technology Civilization* and author of *How to Run the World: Charting a Course to the Next Renaissance* and the international bestseller *The Second World: Empires and Influence in the New Global Order*, which was translated into more than twenty languages. In 2008, Parag was named one of *Esquire's* "75 Most Influential People of the 21st Century," and featured in *WIRED* magazine's "Smart List."

*Book signing to follow presentation in back of room.*

11:00 am – 12:30 pm | Westgate Hotel

#### ■ Retailer Math 101 for Specialty Leasing

The right leasing deal must fit within the retailer's financial picture including cost of goods, margins, and operating expenses. Learn about the analytics store owners and managers use to evaluate inventory purchasing plans, analyze sales figures, add on markup, and apply markdown pricing to plan stocks.

11:00 am – 12:30 pm | Westgate Hotel

#### ■ Win-Win: Co-Tenancy Provisions for ■ Tenants and Landlords

Tenants enter into a lease in expectation of the drawing power of the shopping center. This includes not only the traffic generated by the anchor tenants, but also the synergy of the other satellite stores. In the event an anchor tenant leaves a center or a percentage of the stores are not operating, tenants are protecting themselves by implementing co-tenancy provisions into their agreements. These provisions, in most cases, have adverse effects on the landlord's bottom line and include such remedies as reduced rent and/or a delayed store opening. This course will discuss how landlords and tenants can negotiate a co-tenancy provision that may help mitigate an unexpected reduction in foot traffic for both parties.

12:45 – 1:00 pm | Westgate Hotel

#### 2016 VIVA "Best of the Best" Awards Presentation

ICSC's annual VIVA "Best of the Best" Awards honor and recognize the most outstanding examples of shopping center marketing, design and development, sustainability, and community service worldwide.

1:00 – 2:00 pm | Westgate Hotel

#### ■ RECon Kickoff and Opening Session



**Earvin "Magic" Johnson**  
Chairman and CEO  
Magic Johnson Enterprises

Earvin "Magic" Johnson has become the most powerful African-American businessman in the world. He is a Major League Baseball owner, an NBA Legend, a two-time Hall of Famer, an entrepreneur, a philanthropist, and a motivational speaker. The business mogul has successfully parlayed his skills and tenacity on the court into the business world, propelling his company to the status of #1 Brand in Urban America.

Mr. Johnson is most noted for his unprecedented Starbucks partnership, which served as the catalyst for redevelopment in urban communities and is literally the blueprint for Corporate America’s engagement and success with urban consumers.

He is Chairman and CEO of Magic Johnson Enterprises (MJE), which provides high quality products and services that focus primarily on ethnically diverse and underserved urban communities through strategic alliances, investments, consulting, and endorsements.

2:30 – 3:30 pm | Westgate Hotel

■ **Blockbuster Session**



**Tony Hsieh**  
CEO, Zappos  
Bestselling Author

In 1999, at the age of 24, Tony Hsieh (pronounced Shay) sold LinkExchange, the company he co-founded, to Microsoft for \$265 million. He then joined Zappos as an advisor and investor, eventually becoming the CEO. He helped Zappos grow from almost no sales to over \$1 billion in gross merchandise sales annually, while simultaneously making *Fortune Magazine’s* annual “Best Companies to Work For” list. In November 2009, Zappos was acquired by Amazon.com in a deal valued at \$1.2 billion on the day of closing.

In addition to his responsibilities as CEO of Zappos.com, Tony is leading the “Downtown Project,” a group committed to transforming downtown Las Vegas into the most community-focused large city in the world. This transformation

includes the relocation of the Zappos.com offices from Henderson, Nevada to what was the old City Hall in downtown Las Vegas.

*Enjoy a tour and happy hour at Tony’s Downtown Project Sunday 4:30 – 6:30 pm. RSVP at [hi@downtownproject.com](mailto:hi@downtownproject.com).*

2:30 – 3:45 pm | Westgate Hotel

■ **Reinvention: Property Redevelopment and Repositioning**

Factors such as overbuilding, recession, e-commerce, dependency on department stores, the experience economy, and of course, the ever-changing consumer, have all come together demanding change from shopping centers and malls. If you have accepted that your property is ready for a new approach to reach its full potential, this course may help you define it. You will explore innovative strategies that transcend traditional thinking and understand the key components of redevelopment plans that achieve triple bottom line success. Delve into the challenges and opportunities, successes and failures with a view toward lessons learned and value enhancement.

2:30 – 3:45 pm | Westgate Hotel

■ **Developing a Sales and Merchandising Plan for the Common Area**

Learn how to develop a strategic plan for the common area from setting rents to identifying locations based on space and co-tenancy. Discover how to set merchandising targets that complement your shopping center’s tenant mix.





## SUNDAY, MAY 22

4:00 – 5:15 pm | Westgate Hotel

### Leasing Strategies for Difficult Spaces

In the world of leasing there are many proven methods to ensure that the proper space is being leased to the appropriate tenant. Leasing professionals often have a particular space that seems more difficult to lease than others. This class will explore ideas on how to lease space in difficult places and answer some of these questions: 1. Is your space really unleaseable? 2. It's not always about rate — what else is there? 3. What options exist for physical change (signage, access, etc.)? 4. What options are out there for alternate uses?

4:00 – 5:15 pm | Westgate Hotel

### Legalease Made Easy in Specialty Leasing

This course examines use clauses, reciprocal easements, terminations, addendums, writing amendments, evictions, personal and corporate guarantees, rent relief requests, small claims court, understanding insurance documents, and protections from the legal world.

4:00 – 5:15 pm | Westgate Hotel

### Retail Real Estate Market and Feasibility Analysis

Before diving into your next project and hoping for the best, learn how a feasibility study can help you investigate potential outcomes before investing too much time and money. This course will explore the relationship between the most successful retail projects and the feasibility analysis. A study of forecasted demand and measured supply, as well as the ability to complete a project successfully will be discussed, taking into account legal, economic, technological, site, political, scheduling, and other factors.

4:00 – 5:15 pm | Westgate Hotel

### Brick and Mortar Goes Solar: Successful Renewable Energy Initiatives

As companies seek to expand their corporate sustainability programs and decrease their carbon footprint, many are looking towards renewable energy technologies, such as solar, to assist them. Shopping centers have a unique advantage in leveraging these systems because of their expansive roofs. This course will discuss how retail centers can design and implement a solar program. We will discuss the environmental benefits and bottom line incentives for both landlords and tenants.

5:30 – 7:00 pm | Wynn Hotel

### U.S. MAXI Awards Ceremony



Come and celebrate as ICSC recognizes best practices in retail marketing, new media strategies, and NOI enhancement programs. Awards will be given to innovative events and programs that add value to shopping centers and companies across the United States. Separate registration required.

#### 2016 U.S. MAXI CHAIR



**Liz Gillespie, CMD**  
Partner, Vice President, Marketing  
North American Properties  
Atlanta, GA

6:00 – 9:30 pm | Wynn Hotel

### ICSC Foundation Gala



There is only one place to be Sunday night at RECon! Year after year, the ICSC Foundation's Gala Dinner is the primary networking event for wining and dining your clients, top producers, friends, and colleagues while enjoying memorable entertainment. This year's talent will not disappoint: World Class Rockers featuring former members of Journey, Boston, Santana, Steppenwolf, and Lynyrd Skynyrd. A separate registration is required for this private event. Sponsorship and marketing opportunities

are available. For more information go to [ICSCFoundation.org/gala2016](http://ICSCFoundation.org/gala2016). *Business attire.*

7:30 – 9:30 pm | Encore Hotel

Opening Reception at XS Nightclub

Deals and networking don't just happen on the show floor, they happen after hours as well! Be sure to stop by this year's Opening Reception taking place at XS Nightclub.

XS Nightclub at Encore, named the number one nightclub in the United States by Nightclub & Bar's Top 100 for an unprecedented five years is, without doubt, the most successful club in Las Vegas. As you enter through the golden staircase you'll see why *Condé Nast Traveler* calls XS the hottest nightclub in the world.

MONDAY, MAY 23

7:00 am – 5:00 pm | LVCC

Registration

8:00 am – 5:00 pm | LVCC

Leasing Mall / Marketplace Mall / SPREE RECon

9:00 – 10:30 am | Westgate Hotel

■ CMD Global Certification Brief



Are you ready to pursue the Certified Marketing Director (CMD) designation but don't know where to begin? Maybe you've signed up but are wondering how to pull it all together. Regardless of where you are in the process, this course is your next step. The CMD exam covers a comprehensive body of knowledge. There's a lot of information to review, from customer relationship management, research and analysis, and marketing plan implementation to retailing and sales development, public and community relations, advertising, and media buying. Assess your knowledge of the content,

sort out what is and is not covered on the exam, identify content areas you need to focus on, and discover the value of making CMD your mark of excellence in what you do.

10:00 – 11:00 am | Westgate Hotel

■ What's so "2016" in Real Estate and Retail Technology? Part 1

Don't have a labs division, corporate venture, or innovation team? Even if you do, come see the most innovative start-up technology companies compete to be the next big thing in real estate and retail technology. Join host Liz Bacelar, founder of Decoded Fashion, and a panel of expert judges as the top real estate start-ups pitch their services and offerings.

10:00 – 11:00 am | Westgate Hotel

■ Capital Markets

Always a popular topic and a well-attended session, you won't want to miss this capital markets panel. This group of eminently qualified panelists will share their insights and advice on the debt and equity markets. They will touch on topics such as: what are equity investors looking for; what do JV structures look like; what is the lending outlook for 2016 – 2017; and surprises on the horizon related to underwriting standards, interest rates, demand for new development, and more!

MODERATOR



**Kenneth F. Bernstein**  
ICSC Trustee  
President & CEO  
Acadia Realty Trust  
White Plains, NY

PROPOSED PANELISTS



**Karen B. Case**  
ICSC Trustee  
Executive Managing Director &  
President of Commercial Real Estate  
The PrivateBank  
Chicago, IL



## MONDAY, MAY 23



**Richard C. Coppola**  
ICSC Trustee  
Managing Director, Global Real Estate,  
Head of Transactions  
TIAA-CREF  
New York, NY



**Thomas M. Flexner**  
ICSC Trustee  
Global Head of Real Estate &  
Vice Chairman  
Citigroup  
New York, NY



**Steven G. Vittorio**  
ICSC Past Trustee  
Managing Director, Senior Portfolio  
Manager  
Prudential Real Estate Investors  
New York, NY

10:00 – 11:00 am | Westgate Hotel

### ■ Challenges & Opportunities: ■ Redeveloping the “Undevelopable”

Abandoned and underutilized properties are harmful to local economies. Once restored, these sites generate jobs and stimulate economic growth on local, state, and federal levels. This panel will feature case studies on public-private partnerships in the redevelopment of brownfield properties across the country. Panelists will describe the brownfields public financing programs that are directly targeted to overcoming challenges in brownfield redevelopment and maximizing the connections between brownfield redevelopment and shopping center developers.

#### MODERATOR



**Scott Nathan, CRX, CDP**  
Vice President  
The Vertex Companies, Inc.  
Boston, MA

#### PANELISTS



**G. Lamont Blackstone, CRX**  
Principal  
G. L. Blackstone & Associates LLC  
Mount Vernon, NY



**Mayor Chip Johnson**  
City of Hernando  
Hernando, MS



**Sally Krauss**  
Senior Vice President Real Estate &  
Environmental Affairs  
DLC Management Corporation  
Tarrytown, NY

11:00 am – 12:30 pm | Westgate Hotel

### ■ CDP Global Certification Brief



Are you ready to pursue the Certified Development, Design and Construction (CDP) designation but don't know where to begin? Maybe you've signed up but are wondering how to pull it all together. Regardless of where you are in the process, this course is your next step. The CDP exam covers a comprehensive body of knowledge. There's a lot of information to review, from site selection, acquisition, design, and construction management to project scheduling and phasing, tenant coordination, cost management, sustainability, regulatory codes, and safety. Assess your knowledge of the content, sort out what is and is not covered on the exam, identify content areas you need to focus on, and discover the value of making CDP your mark of excellence in what you do.

11:00 am – 12:30 pm | Westgate Hotel

### ■ Retail as a Catalyst for Economic ■ Development

As neither property owners nor brokers, public and non-profit officials who seek to improve downtown districts face a significant challenge in the effort to manage optimal tenant mix. Yet, the mix of goods and services is one of the most significant drivers of customer visitation. In this course, you will learn to use a proactive approach to managing tenant mix by positioning city and/or downtown organizations to support, rather than replace, the efforts of the commercial real estate industry. Gain practical tips and tools to successfully attract your desired retailers. District practitioners and property owners alike will learn strategies for working closely with the real estate community to influence and enhance tenant mix for the benefit of the entire downtown business district.

11:15 am – 12:15 pm | Westgate Hotel

■ Wall Street on Main Street

■ This panel of some of Wall Street's all-star analysts will address various sectors of retailing, focusing on the micro and macro trends affecting each sector. Hear from the experts about the newest trends, the most successful models, and the best-positioned operators in each sector. Sector and company discussions will focus on: apparel, department stores, and luxury; discounters and supermarkets; internet, consumer technology, and e-commerce; and restaurants — from "QSR to Tablecloth." Learn about how consumers buy today, how they may buy in the future, which companies are embracing change, and the necessary initiatives needed to prosper now.

This is a "must attend" panel for attendees looking for forward-thinking ideas that will help position them to win! P.S. Keep your broker's number handy.

MODERATOR



**Jeffrey H. Newman, Esq., CRX**  
Chairman/R.E. Dept.  
Sills Cummis & Gross P.C.  
Newark, NJ

PANELISTS



**Joe Feldman**  
Senior Managing Director  
Telsey Advisory Group  
New York, NY



**Tom Forte**  
Senior Analyst  
Brean Capital  
New York, NY



**Dana Telsey**  
CEO & CRO  
Telsey Advisory Group  
New York, NY



**Edward Yruma**  
Managing Director, Analyst  
KeyBanc Capital Markets  
New York, NY

12:30 – 2:00 pm | Westgate Hotel

■ Lunch and Keynote Presentation



**Gary Friedman**  
Chairman and Chief Executive Officer  
Restoration Hardware

Gary Friedman serves as Chairman and Chief Executive Officer of Restoration Hardware. From October 2012 to July 2013, Mr. Friedman served as Chairman Emeritus, Creator and Curator. From June 2010 to October 2012, Mr. Friedman served as Chairman and Co-Chief Executive Officer and prior to that, from March 2001 to June 2010, was Chief Executive Officer. He was a member of the Board of Directors from March 2001 to August 2012 and rejoined in July 2013. Prior to joining Restoration Hardware, Mr. Friedman worked for Williams-Sonoma, Inc., a specialty retailer of products for the home, from 1988 to 2001, where he served in various capacities, including as President and Chief Operating Officer from May 2000 to March 2001, as Chief Merchandising Officer and President of Retail Stores from 1995 to 2000 and as Executive Vice President and President of the Williams-Sonoma and Pottery Barn brands from 1993 to 1995. Prior to joining Williams-Sonoma, Mr. Friedman spent 11 years with The Gap, Inc., a specialty retailer, in various leadership positions.

2:30 – 3:30 pm | Westgate Hotel

■ The Evolution of Retail Leasing

■ A panel of notable owners/developers and senior leasing professionals will share their thoughts on the philosophies and strategies for leasing retail in mixed-use, urban, and



## MONDAY, MAY 23

transit oriented projects (i.e., large mixed-use projects, residential towers, pedestrian-oriented developments, large-scale office developments, casinos, airports, and train stations). Merchandise mix, "target" anchors, co-tenancy, proposed tenant configurations and design, leasing incentives, and transaction structures will be discussed. Developers and leasing professionals have to change the traditional retail leasing paradigm to create vibrant, successful retail within these rapidly evolving project types, usually without the benefit of experience or a "case study" of like/kind projects. As development/redevelopment of traditional retail project formats continues to wane, the challenges of leasing and sustaining high performing, successful retail within these non-traditional assets and projects will continue to grow and evolve.

2:30 – 3:30 pm | Westgate Hotel

### ■ Outpacing the Market: International Leading Edge Retail Concepts

Changes at all levels are forcing retailers to rethink their strategies, act upon the changing consumer paradigm and innovate. Mature markets face the challenge to remain relevant and consequently feel the pressure to "reinvent" themselves, while other regions of the world show patterns of opportunity and rapid growth. Whether strategizing to trump existing traditional concepts or fueling customer engagement to spark habit-forming patterns and relevancy, these successful examples show creativity and excitement. Glean inspiration and understand the latest retail trends propelling new concepts. Develop fresh insights as to how global "consumer influencers" and "customer shopping behavior" are shaping the industry—from store formats, to service expectations, and curated collections.

#### MODERATOR



**John C. Williams**

Senior Partner, Strategy and New Concepts  
J.C. Williams Group Limited  
Toronto, ON, Canada

#### PANELISTS



**Robert Mongeau**

Senior Vice President, Real Estate  
Sport Chek and Canadian Tire  
Toronto, ON, Canada



**Egil Moller Nielsen**

SVP SmartCentres, Inc.  
Head of Penguin Pick-Up & Penguin Fresh  
Toronto, ON, Canada



**Ethan Song**

Co-Founder, CEO, and Creative Director  
Frank & Oak  
Montreal, QC, Canada

3:30 – 5:00 pm | LVCC Central Hall

### P3 Pavilion Reception

3:30 – 5:00 pm | Westgate Hotel

### ■ CRX Global Certification Brief



Are you ready to pursue the Certified Retail Property Executive (CRX) designation but don't know where to begin? Maybe you've signed up but are wondering how to pull it all together. Regardless of where you are in the process, this course is your next step. The CRX exam covers a comprehensive body of knowledge. There's a lot of information to review, from property management, leasing, development and marketing to financing, portfolio management, organizational leadership, appraisal and valuation. Assess your knowledge of the content, sort out what is and is not covered on the exam, identify content areas you need to focus on, and discover the value of making CRX your mark of excellence in what you do.

3:30 – 5:00 pm | Westgate Hotel

### ■ Retail Technology Trends to Watch

Today's consumer is empowered, connected, and fickle. These attributes have made it difficult for companies to sustain brand loyalty through the regular, traditional methods. Join us for this forward-thinking course, as we



address the hot retail technology trends and methods to stay nimble and ahead of the retail technology curve.

3:30 – 5:00 pm | Westgate Hotel

■ **Designing Social Media Programs to Drive Traffic and Increase Sales**

From marketing to leasing, loyalty programs to public relations, and even retailing itself, few aspects of the retail industry have been unaffected by social media. In this course, we will discuss best practices for developing an effective and comprehensive social media program that will engage consumers, increase brand awareness, and drive traffic and sales.

3:30 – 5:00 pm | Westgate Hotel

■ **Essential Priorities in Retail Asset Management**

With a significant reduction of projects in the development pipeline, retail property professionals now must look to extract maximum value from existing assets. Gain “hands-on” insights into a wide variety of practical issues and solutions facing asset managers in the retail world, all with the goal of influencing the bottom line and adding value. You will explore strategic and operational planning; budgeting, forecasting, and cost control; return analysis and financial modeling; hold/sell analysis; industry and market trends; center merchandising strategy and development; understanding ownership’s goals and perspectives on the investment; and more!

4:00 – 5:00 pm | Westgate Hotel

■ **The Future of Retail**

This session features an executive discussion by industry leaders on the future of retail. Hear national retailers and one of the U.S.’s largest shopping center owners discuss what the future of our industry will look like. Topics will include retailer trends, response to shifting

demographics, technology and its impact on retail, and how landlords plan to respond. This discussion will provide invaluable insight on what the future holds.

**MODERATOR**



**John M. Crossman, CCIM, CRX**  
President  
Crossman & Company  
Orlando, FL

**PANELISTS**



**Paul Ajdaharian, CRX, CLS**  
Executive V.P., Community Lifestyle Centers  
WP Glimcher  
Indianapolis, IN



**David Krueger**  
Senior Vice President, Growth and Development  
ULTA Beauty  
Romeoville, IL



**Allyn Taylor**  
Vice President of Development  
Zoës Kitchen  
Plano, TX

4:00 – 5:00 pm | Westgate Hotel

■ **Tomorrow’s Shopping Centers, Today**

Competition to capture consumer spending is greater today than it has ever been in the history of the shopping center industry. Whether it’s through smartphones, online, or in physical stores, consumers today have many options and ways in which to shop. In order to stay competitive, shopping center developers worldwide are pushing the design envelope in an effort to create unique, one-of-a-kind shopping center experiences that appeal to a multitude of senses and emotions while enhancing value and delivering solid financial returns. Utilizing examples drawn from ICSC’s 2016 VIVA (Vision, Innovation, Value, Achievement) Best of the Best Awards, this highly participatory session will delve into the details of what is working around the world and why.



## MONDAY, MAY 23

### MODERATOR



**Phil McArthur, CSM, CDP, CRX**  
ICSC Past Trustee  
Managing Director  
McArthur + Company  
Dubai, United Arab Emirates

### PANELISTS



**Ronald Altoon, FAIA, LEED AP, CRX, CDP**  
ICSC Past Trustee  
President & CEO  
Altoon Strategic, LLC  
Encino, CA



**John R. Morrison, CRX, CDP**  
ICSC Past Trustee  
President & CEO  
Choice Properties REIT  
Toronto, ON



**John Simones**  
Co-Chief Executive Officer, Design Director  
The Jerde Partnership  
Venice, CA

4:15 – 4:30 pm | LVCC

### Annual Meeting of Members

5:30 – 7:00 pm | Wynn Hotel

### Fortune Tellers Reception and Researcher Award Ceremony

Open to all with an interest in industry research.

5:30 – 7:00 pm | Wynn Hotel

### Diversity Reception

Join the conversation at the annual Diversity Reception. This celebration of industry professionals and students from groups that are traditionally underrepresented in retail real estate attracts national developers, title companies, retailers, law firms, and real estate investors, all who want to create an inclusive industry. Once again we will be celebrating our Diversity Scholarship Program and our yearlong outreach to Historically Black Colleges and Universities around the country. You can support the foundation's educational efforts by making a tax-deductible donation towards

the Diversity Initiatives Scholarship Fund at [www.icscfoundation.org/donate](http://www.icscfoundation.org/donate). Separate registration required at [www.icsc.org/2016DR](http://www.icsc.org/2016DR). No fee to attend.

5:30 – 7:30 pm | Wynn Hotel

### SPREE RECon Cocktail Reception & Hall of Fame Awards Presentation

Join specialty retail industry colleagues for a fun evening of networking, a brief Hall of Fame Awards presentation, and dancing.

## TUESDAY, MAY 24

7:00 am – 5:00 pm | LVCC

### Registration

8:00 am – 5:00 pm | LVCC

### Leasing Mall / Marketplace Mall / SPREE RECon

9:00 – 10:30 am | Westgate Hotel

### CSM Global Certification Brief



Are you ready to pursue the Certified Shopping Center Manager (CSM) designation but don't know where to begin? Maybe you've signed up but are wondering how to pull it all together. Regardless of where you are in the process, this course is your next step. The CSM exam covers a comprehensive body of knowledge. There's a lot of information to review, from asset management, operations, maintenance, lease negotiations, and contract administration to retailing, merchandising, marketing, community relations, financing, risk management, security, human resources and law. Assess your knowledge of the content, sort out what is and is not covered on the exam, identify content areas you need to focus on, and discover the value of making CSM your mark of excellence in what you do.

9:00 – 10:30 am | Westgate Hotel

■ **How to Optimize Revenue through Destination Retail and Tourism**

This course studies retail tourism and its impact on generating traffic and increasing NOI in shopping centers and retail districts. Attendees will learn how to position their centers as a tourist attraction, while also optimizing their revenue by targeting the lucrative tourist dollar. Additionally, the course will cover the tourism industry and its economic impact and strategies to effectively attract tourists to your shopping center.

9:00 – 10:30 am | Westgate Hotel

■ **The Economics of a Lease: Developer and Retailer Perspectives**

Economics are the heart of any lease transaction. Whether landlord or tenant, you'll learn the strategies and tactics of negotiating monetary provisions, including minimum and percentage rent clauses, security deposits, operating costs, real estate taxes, and merchants/marketing fund payments. You will be led through an analysis of the key elements of each of the lease provisions such as base rent, percentage rent, operating costs, real estate taxes, and more.

10:00 – 11:00 am | Westgate Hotel

■ **What's so "2016" in Real Estate and Retail Technology? Part 2**

Don't have a labs division, corporate venture, or innovation team? Even if you do, come see the most innovative start-up technology companies compete to be the next big thing in real estate and retail technology. Join host Liz Bacelar,

founder of Decoded Fashion, and a panel of expert judges as the top real estate start-ups pitch their services and offerings.

10:00 – 11:00 am | Westgate Hotel

■ **The Experiential Evolution: Heart Share = Market Share**

Our industry is on a constant quest to craft and curate an immersive experience that coaxes people off their couches, away from their devices, and to our properties — not because they have to go, but because they want to. Hear how this team of "Experience Makers" which includes a developer with vision, an architect who has reimagined the built environment, a retailer who has redefined his product and seeks like-minded developers and brand alignment in the sites he selects, and an operator who understands it's not just about what it looks like, but the way it works.

This panel will provide insights to successfully execute on this concept of reimagining, redesigning, redefining, and responding to consumer preferences in primarily mixed-use developments, capturing heart share and creating an exceptional guest experience.

**MODERATOR**



**Mark Toro**  
Managing Partner  
North American Properties  
Atlanta, GA





## TUESDAY, MAY 24

### PANELISTS

#### Todd Boruff

Sr. Vice President of  
Real Estate & Development  
Regal Entertainment Group  
Knoxville, TN

#### Matt Simon, CSM

Vice President & Senior  
General Manager - Avalon  
North American Properties  
Alpharetta, GA



#### Lamar Wakefield

Chief Executive Officer  
Wakefield Beasley & Associates  
Alpharetta, GA

10:00 – 11:00 am | Westgate Hotel

### International Retail and Global Expansion

In this session, hear from some of the industry's most prominent global retailers and international owners/developers. You'll learn about the retailers' cross-border expansion plans and their perspectives on expansion. The discussion also will focus on cross-border issues as perceived by owners and developers and will touch on regions around the globe including North America, Europe, Asia, South America, and Africa.

### MODERATOR



#### David Zoba

ICSC Trustee  
Chairman  
JLL Global Retail Leasing Board  
San Francisco, CA

### PANELISTS



#### Holly Cohen

ICSC Trustee  
Vice President Global DTC Real Estate and  
Store Construction  
Nike, Inc.  
Beaverton, OR

#### Michael Chu'di Ejekam

CEO  
Atreos  
Lagos, Nigeria



#### Karen Janes

SVP Global Real Estate - Ralph Lauren  
Polo Ralph Lauren Corporation  
New York, NY

11:00 am – 12:30 pm | Westgate Hotel



### CLS Global Certification Brief

Are you ready to pursue the Certified Leasing Specialist (CLS) designation but don't know where to begin? Maybe you've signed up but are wondering how to pull it all together. Regardless of where you are in the process, this course is your next step. The CLS exam covers a comprehensive body of knowledge. There's a lot of information to review, from leasing negotiation, licenses, contract administration and specialty leasing to trade area analysis, merchandise mix, tenant prospecting, financing and retailing. Assess your knowledge of the content, sort out what is and is not covered on the exam, identify content areas you need to focus on, and discover the value of making CLS your mark of excellence in what you do.

11:00 am – 12:30 pm | Westgate Hotel

### A Closer Look at Leasing Financials: The Numbers Behind the Deal

One of the foremost challenges for leasing professionals is to understand the long-term financial impact of their decisions. This course will guide participants through the financial components necessary to structure a leasing deal and demonstrate how the understanding of these quantifiable results can directly lead to better decision-making and increased profits.

11:00 am – 12:30 pm | Westgate Hotel

### Proven Strategies to Thrive in Mixed-Use Developments

During the life span of every shopping center there will come a time when the center must be renovated, expanded, reconfigured, or redeveloped. This course addresses the challenges and opportunities in redeveloping existing retail properties. We will touch on topics including strategic vision, government sponsorship and support, value enhancement, construction challenges, and the supremacy of co-tenancy.

11:15 am – 12:15 pm | Westgate Hotel

■ **Leasing Outside the Gateway Markets**

This session will examine the keys to leasing in second and third tier markets. As our industry continues to evolve, demand remains steady, retailers continue a surgical approach to expansion, and projects both new and existing vie for that restaurant or retailer that will increase foot traffic and create a groundswell of interest that can turn the tide of merchandising and profitability. While this philosophy is certainly true in first tier markets, there often is considerable consumer demand that is underserved in many second and third tier markets in the U.S. and around the world. By coming to this session, you will learn from some of the world's top shopping center owners and hear the leasing strategies they used to stand apart (or to get a leg up) in attracting coveted retailers to their second and third tier market projects.

**MODERATOR**



**Andre Koleszar**  
Vice President - Regional Officer  
Regency Centers  
Atlanta, GA

**PANELISTS**



**Brian Finnegan**  
EVP, Leasing  
Brixmor Property Group  
New York, NY



**Pauldine France**  
Director of Leasing  
Thor Equities LLC  
Miami, FL



**Clarence Huang**  
General Manager of Leasing Dept.  
SCPG Group  
Shenzhen, China



**Cristián Muñoz**  
Corporate Sales Manager  
Mall Plaza  
Santiago, Chile

12:30 – 2:00 pm | Westgate Hotel

■ **Lunch and Keynote Presentation**

*(in conjunction with CREW)*



**Bobbi Brown**  
Founder and Chief Creative Officer  
Bobbi Brown Cosmetics

With the launch of Bobbi Brown Essentials in 1991, Bobbi Brown changed the face of makeup by filling a void in the market for simple, flattering, and wearable makeup. Bobbi's philosophy was simple: "Women want to look and feel like themselves, only prettier and more confident." Her unique approach to cosmetics caught the attention of cosmetics empire The Estée Lauder Companies, which acquired Bobbi Brown Cosmetics in 1995.

Today, Bobbi Brown Cosmetics is a global color cosmetics, fragrance and skincare brand with a presence in more than 73 countries and 68 free-standing stores. Bobbi Brown Cosmetics is coveted by world-renowned makeup artists, celebrities and style makers who appreciate Bobbi's unique approach to beauty and her ability to translate the latest trends into wearable, real-life looks.

2:30 – 3:30 pm | Westgate Hotel

■ **Capitol (Re)development**

■ As the retail landscape continues to change, developers, looking to generate growth, are focusing more and more on the redevelopment of existing properties. Washington D.C. is a leading example of this, with projects like The Yards, Forest City Enterprises' 42 acre mixed-use redevelopment of the city's Navy Yard, and The Wharf, Hoffman-Madison Waterfront's 3.2 million square foot redevelopment of Washington D.C.'s Southwest Waterfront. In this panel, D.C. area experts will discuss how redevelopment drives value for both the developer and the retailer, why municipalities are encouraging this trend, and the best strategies to create a win-win for all parties.

## TUESDAY, MAY 24

Representatives from Forest City and Rappaport will walk audience members through recent redevelopment projects, giving an inside view into how projects are conceived, planned and ultimately carried out.

### MODERATOR



**Whitaker Leonhardt**  
Associate Director  
HFF, L.P.  
Orlando, FL

### PANELISTS



**Joe Boehm**  
Executive Vice President, Retail Real Estate  
Forest City Enterprises  
Cleveland, OH



**Brian Kenner**  
Deputy Mayor of Planning and  
Economic Development  
Washington D.C. Economic Partnership  
Washington D.C.



**Gary D. Rappaport, CRX, CSM, CMD, CLS, CDP**  
ICSC Past Chairman  
Chief Executive Officer  
Rappaport  
McLean, VA

### MODERATOR



**Jason Richter, CRX, CLS**  
Principal  
Capricorn Asset Management  
New York, NY

### PANELISTS



**Chris Conlon**  
Executive Vice President &  
Chief Operating Officer  
Acadia Realty Trust  
Rye, NY



**Richard J. Johnson**  
Senior Real Estate Specialist  
for the Americas  
Kering  
New York, NY



**Wade McDevitt**  
Chief Executive Officer  
The McDevitt Company  
Philadelphia, PA



**David Stanchak**  
Chief Real Estate and Development Officer  
Restoration Hardware  
Corte Madera, CA

2:30 – 3:30 pm | Westgate Hotel

### Urban Retail Development

Please join us as a panel of notable owners/developers as well as a retailer share their thoughts on design, investment in, and development/operations of urban, retail properties. Retailers and developers must get creative and veer from their prototypical models in these space and economically constrained markets. Topics of discussion will include differences in costs, design, operational efficiencies, logistics, retailer demand/store sizes, and investment returns.

## WEDNESDAY, MAY 25

7:00 am – 2:00 pm | LVCC

### Registration

8:00 am – 2:00 pm | LVCC

### Leasing Mall / Marketplace Mall / SPREE RECon

*Program information current as of February 9, 2016.*



**Kristin Mueller, CRX, CSM**  
2016 RECon Advisory  
Committee Chair  
Executive Vice President/COO  
JLL  
Atlanta, GA



**Geoffrey Brouman**  
Partner Titan  
Realty Group, LLC  
Solon, OH



**John M. Crossman, CRX**  
President  
Crossman & Company  
Orlando, FL



**Liz M. Gillespie, CMD**  
Vice President, Marketing  
North American Properties  
Atlanta, GA



**Jeffrey H. Newman, Esq., CRX**  
R.E. Dept.  
Sills Cummis & Gross P.C.  
Newark, NJ



**Michael Puline, CLS**  
Sr. Vice President - Leasing  
DLC Management Corporation  
Atlanta, GA



**Jason Richter, CRX, CLS**  
Principal  
Capricorn Asset Management  
New York, NY



**Beverly Ricks, CRX, CLS, CSM**  
ICSC Past Trustee  
Principal  
Retail Property Solutions, LLC  
Greensboro, GA



**Patrick Smith**  
Vice Chairman  
JLL  
New York, NY

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With over 36,000 attendees once again expected to pack the halls of the Las Vegas Convention Center, you will want to ensure that you optimize your ability to get your message out. ICSC has several exhibition, sponsorship, and advertising opportunities that can help you gain exposure before, during, and after RECon.

#### LIMITED SPACE AVAILABLE

**Marketplace Mall**, conveniently located in the North Hall, will host over 300 exhibiting companies and is a high-traffic destination. Exhibitors will be featured in sections that fall into specific categories including Technology Showcase, Retailer Square, and Green Zone. In addition to these special sections, Marketplace Mall will be home to RECon registration, ensuring every attendee will have the opportunity to see what's on display. To help drive traffic to your exhibit, you will receive 10 complimentary passes that allow your customers access to Marketplace Mall free of charge.

Consider one of the numerous **Sponsorship Packages** which provide unparalleled opportunities to put your company in front of 36,000+ attendees. Deals and networking don't just happen on the show floor, they happen after hours as well. The Opening Reception at XS Nightclub at Encore is an ideal venue to promote your company and brand awareness and generate new prospects. Additional Sponsorship Opportunities include, **Marketplace Mall Continental Breakfast**, **ICSC Foundation Gala Dinner**, **U.S. MAXI Awards**, and the **Diversity Reception**.

Take advantage of a variety of **Advertising Opportunities** that will extend your reach. Advertising Opportunities include, **RECon Program Directory**, **RECon News** (RECon-centric version of *Shopping Centers Today*), **Digital Ads** or "You Are Here" **Booth Locators** throughout the Convention Center, **Shuttle Buses**, **Badge Mailer Inserts**, **SCT**, **VRN**, and **Specialty Retail Report**.

Let ICSC help you promote your company or product at the retail real estate industry's premier event. For more information on exhibition, sponsorship, or advertising opportunities contact **Rita Malek** at **+1 646 728 3539** or **rmalek@icsc.org** or visit **[www.icscrecon.org](http://www.icscrecon.org)**.





REGISTRATION

FEES

Full Convention

	Advance	On-Site
Member*:	\$570	\$720
Non-Member:	\$1,120	\$1,430
Student Member**:	\$50	N/A

Access to the Full Convention includes two lunches, receptions, Professional Development Day (Sunday), education and conference sessions on Monday and Tuesday, Leasing Mall, Marketplace Mall, and SPREE RECon.

\* To qualify for the member rates, each registrant must be an ICSC member. A company membership does not entitle every employee of that company to register at the member rates.

\*\* Students must register in advance to obtain the student rate. No student rates will be offered on-site.

Professional Development Day:  
Sunday, May 22

Advance/On-Site: \$250

This fee is for Professional Development Day on Sunday, including all conference and education sessions. Those with Full Convention Registration do NOT need to add on this fee, as it is included in your registration fee. Those who have a free Exhibitor, Marketplace Mall, MAXI or SPREE RECon badge and would like to attend Professional Development Day sessions, must register for this option.

Become a Member and Save on  
Registration!

ICSC Membership Fees

Regular and Associate:	\$800
Affiliate:	\$125
Public/Academic:	\$100
Public/Academic Affiliate:	\$50
Student:	\$50

Visit [www.icsc.org/membership](http://www.icsc.org/membership) for more information about membership benefits.

REGISTRATION DEADLINES

March 31, 2016

Register and submit a photo by the deadline to receive your badge in the mail.

April 29, 2016

Deadline to receive advance registration fee.

May 21, 2016

Registrations will be accepted on-site in Las Vegas.

HOW TO REGISTER

Visit [www.icscrecon.org](http://www.icscrecon.org) to register online or download the registration form to mail or fax to ICSC.

All attendees and exhibitors are required to have an ICSC-issued color photo badge for access to the Convention. To submit a photo, visit [www.icsc.org/myicsc](http://www.icsc.org/myicsc).

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**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Todd D. Elgin
Dept.:	City Manager's Office	Dept.:	Police
Subject:	Approval of an Agreement with the County of Orange to provide forensic services. (Cost: \$466,952 first year) ( <i>Action Item</i> )		
	Date:	5/10/2016	

---

**OBJECTIVE**

To secure City Council approval of an Agreement with the County of Orange to provide forensic services for the City.

**BACKGROUND**

Since 1996, the City has contracted with the County for forensic services. The Orange County Crime Lab provides these services and is the only local forensic lab that can provide all the forensic services required by the City of Garden Grove.

Historically, we have had five year agreements with the County of Orange. Fiscal Year 2015-16 was the final year of our current contract, and Fiscal Year 2016-17 will be the first year of the new five year agreement.

To summarize our Fiscal Year 2016-17 contract with the Crime Lab, the City is paying for the following level of service:

- One (1) Lead Forensic Specialist (2096 Hours)
- One (1) Forensic Scientist III (2096 Hours)
- One (1) Forensic Specialist (2096 Hours)
- Aggregate Overtime (140 Hours)

The County reimburses the City the cost of all unused overtime.

The Crime Lab provides all supplies and film processing directly related to services performed by their personnel under the terms of this agreement.

**DISCUSSION**

The current contract agreement with the County of Orange for forensic services



expires on June 30, 2016. As recommended by the Police Department and pursuant to Garden Grove Municipal Code Section 2.50.060(d), the Finance Director has determined that the County of Orange is the only provider of forensic services available.

Fiscal Year 2015-16 was the first year the Police Department requested one of the three positions with the County that the City of Garden Grove was funding as a "Forensic Scientist III." This position is an aggregate position working at "The Sheriff's Forensic Science Center," and does DNA casework work requested by the Garden Grove Police Department.

DNA is leading technology for gathering forensic evidence and solving crimes. Having a Forensic Scientist assigned to Garden Grove for DNA casework has dramatically reduced the time to obtain Crime Lab results, which has made the Detective Unit more effective. The Police Department is very satisfied with the level of service from the Sheriff's Crime Lab.

#### **FINANCIAL IMPACT**

Forensic services with the Orange County Sheriff's Department Crime Lab for Fiscal Year 2015-16 is in the amount of \$466,952.

The full cost of providing the foregoing level of service for Fiscal Year 2016-17 is estimated to be \$466,496. This is a slight decrease of \$456.00 from the current fiscal year cost of \$466,952. The Fiscal Year 2016-17 is an on-going cost to the Police Department's budget for forensic service provided by the County of Orange.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Approve the agreement with the County of Orange to provide forensics services to the City, in the amount of \$466,496, for Fiscal Year 2016-17; and
- Authorize the Mayor to execute the agreement on behalf of the City.

By: Lieutenant Ted Peaslee, Support Services Bureau, Investigations

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Agreement	5/5/2016	Cover Memo	Forensic_Agreement_5-10-16.pdf

1                                   **AGREEMENT**  
2                                   **BETWEEN THE**  
3                                   **CITY OF GARDEN GROVE**  
4                                   **AND THE**  
5                                   **COUNTY OF ORANGE**  
6

7                   **THIS AGREEMENT** is entered into this Fifteenth day of April 2016,  
8 which date is enumerated for purposes of reference only, by and between the CITY  
9 OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF  
10 ORANGE, a political subdivision of the State of California, hereinafter referred to as  
11 "COUNTY".

12                                   **WITNESSETH:**

13                   **WHEREAS**, CITY wishes to contract with COUNTY for enhanced major  
14 crime scene investigation and related services; and

15                   **WHEREAS**, COUNTY is agreeable to the rendering of such services, as  
16 authorized in Government Code Sections 51301 and 55632, on the terms and  
17 conditions hereinafter set forth,

18                   **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

19 //  
20 //  
21 //  
22 //  
23 //  
24 //  
25 //  
26 //  
27 //  
28 //

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1 **A. TERM:**

2 The term of this Agreement shall be for five (5) years, commencing July 1, 2016  
3 and terminating June 30, 2021 unless earlier terminated by either party in the  
4 manner set forth herein.

5 **B. OPTIONAL TERMINATION:**

6 COUNTY or CITY may terminate this Agreement, without cause, upon ninety  
7 (90) days written notice to the other party.

8 **C. REGULAR SERVICES BY COUNTY:**

- 9 1. COUNTY, through its Sheriff-Coroner Department, hereinafter referred to as  
10 "SHERIFF", shall render to CITY enhanced major crime scene investigation  
11 services as provided in Subsection C-2 and C-3 below. Major crimes  
12 generally include, but may not be limited to, homicide, aggravated assault,  
13 and rape, and the services provided by COUNTY pursuant to this  
14 Agreement shall be limited to the investigation of said crimes committed  
15 within the city limits of CITY. COUNTY shall provide the services described  
16 herein for such crimes when requested by CITY's designated police staff, to  
17 the extent that requested services reasonably can be provided by the  
18 SHERIFF personnel assigned to provide services hereunder within the  
19 working hours specified herein.
- 20 2. SHERIFF shall provide all staffing, supervision, management, training,  
21 services, supplies and equipment necessary to deliver services as provided  
22 in this Agreement. Services will include court testimony by assigned  
23 SHERIFF staff pertaining to the investigation services provided pursuant to  
24 this Agreement.
- 25 3. SHERIFF shall provide CITY with services as follows:
- 26 a. One (1) Lead Forensic Specialist - The Lead Forensic Specialist will be a  
27 dedicated position, assigned to CITY's Police Department casework on a  
28 full-time basis to conduct fingerprint examinations, automated Fingerprint

**C. REGULAR SERVICES BY COUNTY: (Continued)**

Identification System tenprint and latent fingerprint entry and tasks and projects that support the operation of CITY. The Lead Forensic Specialist may respond to major crime scenes while on duty to provide crime scene investigation services. Office hours will be eight hours per day Monday through Friday, with 4 days per week served at CITY's Police Department facility and 1 day per week served at the SHERIFF's Brad Gates Forensic Science Center, unless a different work schedule is requested by CITY and approved by SHERIFF. "Assignment on a full time basis" means that the assigned COUNTY employee will devote 80 hours per two-week pay period, less paid holidays, vacation, sick leave and other types of short-time paid leave available to said employee pursuant to applicable COUNTY personnel policy, providing services pursuant to this Agreement. If the assigned COUNTY employee takes vacation or other leave for a period in excess of 10 successive working days, SHERIFF shall assign another employee of similar rank and skill level to perform services hereunder for the remainder of the assigned employee's extended leave.

- b. One (1) Forensic Scientist III -The Forensic Scientist III position will be assigned to CITY's casework but will work at the SHERIFF's Brad Gates Forensic Science Center. This aggregate position will be filled by more than one COUNTY employee and will provide coverage during normal business hours from approximately 8:00 a.m. to 5 p.m. for CITY DNA casework analysis. This aggregate position will provide services for an average of 80 hours per two week pay period less County holidays.
- c. One (1) Forensic Specialist -The Forensic Specialist position will be assigned to CITY's casework but will work at the SHERIFF's Brad Gates Forensic Science Center. This aggregate position will be filled by more

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 than one COUNTY employee and will provide coverage from 6:00 a.m. to  
3 1:30 a.m., seven days a week, for crime scene investigation and  
4 evidence gathering services provided by the Identification Bureau on  
5 major crimes. This aggregate position will also provide sequential  
6 chemical processing of evidence items for latent fingerprints, provide  
7 supplemental latent fingerprint processing services, provide assistance to  
8 the Lead Forensic Specialist(s) in processing major crime scenes,  
9 process digital media submitted by Garden Grove Police Department,  
10 print proof sheets, print enlargements and create CD's of photographs  
11 upon request.

12 d. SHERIFF will provide on-call services for crime scene investigations of  
13 major crimes from 1:30 a.m. to 6:00 a.m. These services may be  
14 performed by the Lead Forensic Specialist position or any of the position  
15 classifications authorized by this agreement, as assigned by the  
16 SHERIFF.

17 e. SHERIFF provided services may include overtime, projected at 140  
18 hours per year, with a projected maximum obligation of \$9,422. CITY will  
19 be charged at actual rates based upon position classification working  
20 overtime.

21 **4. Supplies and Film Processing**

22 a. COUNTY will provide supplies needed for crime scene investigations  
23 conducted by SHERIFF.

24 Included in the supplies to be provided by COUNTY will be digital media  
25 submitted by SHERIFF to the SHERIFF's photo lab, in conformance with  
26 existing SHERIFF's policies.

27 b. Digital media supplies for cases investigated by CITY personnel is not  
28 included in the services and supplies to be provided by COUNTY

1 **C. REGULAR SERVICES BY COUNTY: (Continued)**

2 pursuant to this Agreement, but may be provided, at the option of the  
3 SHERIFF, upon payment by CITY of the full additional costs thereof.

4 **D. DUTIES OF CITY:**

- 5 1. CITY shall provide (a) a safe, clean, adequate work space at its Police  
6 facility for COUNTY's Lead Forensic Specialist assigned pursuant to this  
7 Agreement, and (b) any equipment and supplies not specified herein that  
8 said Lead Forensic Specialist needs to provide services hereunder.
- 9 2. CITY and its police personnel shall cooperate with and appropriately assist  
10 SHERIFF personnel providing services pursuant to this Agreement, so as to  
11 further the Parties' shared goal of ensuring that investigations of major  
12 crimes committed in CITY are conducted accurately, efficiently and in a  
13 timely fashion, in accordance with the highest professional standards.

14 **E. PAYMENT:**

- 15 1. Pursuant to Government Code Section 51350, CITY agrees to pay to  
16 COUNTY the costs of the services, equipment and supplies provided by  
17 COUNTY pursuant to this Agreement. Said costs include salaries, wages,  
18 benefits, mileage, services, supplies, equipment, and divisional, department  
19 and COUNTY Overhead.
- 20 2. The cost of regular services, equipment and supplies provided by COUNTY  
21 for the period from July 1, 2016 through June 30, 2017 shall be as follows:

<u>SERVICE</u>	<u>COST OF SERVICE</u>
<b>Personnel Costs:</b>	
• One (1) Lead Forensic Specialist	\$ 151,005
• One (1) Forensic Scientist III	\$ 195,885
• One (1) Forensic Specialist	\$ 110,184
• Aggregate Overtime	\$ 9,422
<b>TOTAL COST</b>	<u><b>\$ 466,496</b></u>

1 **E. PAYMENT: (Continued)**

2 3. COUNTY shall invoice CITY monthly. During the period July 1, 2016  
3 through June 30, 2017, said invoices will require payment by City of one-  
4 twelfth (1/12) of the cost for services referenced in paragraph E-2 of this  
5 Agreement.

6 The overtime hours included in the Agreement are only an estimate.  
7 SHERIFF shall notify CITY of actual overtime worked during each fiscal  
8 year. If actual overtime worked is less than the budgeted amount, SHERIFF  
9 shall provide a credit to the CITY. Prior to working overtime which will  
10 exceed the annual budget, SHERIFF shall advise CITY of anticipated hours  
11 over budget and receive CITY's concurrence to pay additional cost. CHIEF  
12 OF POLICE for CITY is authorized to provide concurrence to pay for the  
13 increased amount for overtime at the same overtime billing rate in effect at  
14 the time the hours were worked.

15 4a. By April 15, 2017, 2018, 2019, and 2020, SHERIFF shall submit to CITY,  
16 in writing, a recommended level of service and an estimate of the costs  
17 to COUNTY of providing said services to CITY in the following fiscal  
18 year. Said estimate shall reflect the full anticipated costs to COUNTY of  
19 providing said services, equipment and supplies and shall be computed  
20 by SHERIFF in accordance with current COUNTY cost data. Within  
21 thirty days after receipt of said cost estimate, CITY shall transmit to  
22 SHERIFF its written acceptance or rejection of said estimates. CITY's  
23 Chief of Police is hereby authorized to determine whether to accept or  
24 reject said cost estimates.

25 b. If CITY accepts said cost estimate, then SHERIFF or her designee, on  
26 behalf of COUNTY, and CITY's Chief of Police, on behalf of CITY, are  
27 authorized to execute a written amendment to this Agreement reflecting  
28 the service level and CITY's obligation to pay said cost for the ensuing



1           fiscal year. Said amendment shall not change other terms and  
2           conditions of this Agreement, except the service level and cost, unless  
3           first approved by COUNTY's Board of Supervisors and CITY's Council.  
4           SHERIFF and CITY's Chief of Police shall cause originals of any  
5           amendments to this Agreement that are executed to be filed with  
6           COUNTY's Clerk of the Board of Supervisors and CITY's Clerk  
7           immediately upon execution.

8           c. If the Parties are unable to agree by June 30 of any fiscal year on the  
9           level of service to be provided by COUNTY to CITY or on the amount to  
10          be paid by CITY for services to be provided by COUNTY for the following  
11          fiscal year, this Agreement will terminate as of September 30 of the  
12          following fiscal year. The period of July 1 through September 30, if  
13          applicable, provides the Parties up to the date of termination on  
14          September 30 to continue contract negotiations. During said period of  
15          continuing negotiations July 1 through September 30, COUNTY will  
16          provide the level of service provided in the preceding fiscal year, and  
17          CITY shall be obligated to pay the cost of such services provided in the  
18          prior fiscal year. The full cost of such services may exceed the cost of  
19          similar services provided in the prior fiscal year.

20          5. CITY shall pay COUNTY in accordance with COUNTY Board of  
21          Supervisors' approved County Billing Policy, which is attached hereto as  
22          Attachment A, and incorporated herein by this reference.

23          6. COUNTY shall charge CITY late payment penalties in accordance with  
24          COUNTY Board of Supervisors' approved County Billing Policy.

25          7. At the time this is executed, there are unresolved issues pertaining to  
26          potential increases or decreases in salaries and benefits for COUNTY  
27          employees. The cost of such potential increases or decreases are not  
28          included in the Fiscal Year 2016-17 costs set forth in Subsection E-2 of this

1 **E. PAYMENT: (Continued)**

2 Agreement. If COUNTY incurs or becomes obligated to pay for any such  
3 increases for or on account of personnel whose costs are included in the  
4 calculations of costs charged to CITY hereunder, CITY shall pay COUNTY,  
5 in addition to the cost of service set forth in Subsection E-2 of this  
6 Agreement, the full costs of said increases to the extent such increases are  
7 attributable to work performed by such personnel after July 1, 2016, and  
8 CITY's cost of service hereunder shall be deemed to have increased  
9 accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata  
10 basis over the portion of the period between July 1, 2016 and June 30, 2017  
11 remaining after COUNTY notifies CITY that increases are payable.

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

16 **F. NOTICES:**

- 17 1. Except for the notices provided for in subparagraph 2 of this paragraph, all  
18 notices authorized or required by this Agreement shall be effective when  
19 written and deposited in the United States mail, first class postage prepaid  
20 and addressed as follows:

21 **CITY:** INVESTIGATIONS COMMANDER  
22 GARDEN GROVE POLICE DEPARTMENT  
23 11301 ACACIA PARKWAY  
24 GARDEN GROVE, CA 92840-5310

25 **COUNTY:** DIRECTOR  
26 ORANGE COUNTY CRIME LABORATORY  
27 SHERIFF-CORONER DEPARTMENT  
28 320 NORTH FLOWER STREET  
SANTA ANA, CA 92703

1 **F. NOTICES: (Continued)**

2 LAW ENFORCEMENT CONTRACT MANAGER  
3 SHERIFF-CORONER DEPARTMENT  
4 FINANCIAL/ADMINISTRATIVE SERVICES DIVISION  
5 320 NORTH FLOWER STREET  
6 SANTA ANA, CA 92703

7 2. Termination notices shall be effective when written and deposited in the  
8 United States mail, certified, return receipt requested and addressed as  
9 above.

10 **G. STATUS OF COUNTY:**

11 COUNTY is, and shall at all times be deemed to be, an independent contractor  
12 and shall be wholly responsible for the manner in which it performs the services  
13 required of it by the terms of this Agreement. Nothing herein contained shall be  
14 construed as creating the relationship of employer and employee, or principal  
15 and agent, between CITY and COUNTY or any of COUNTY's agents or  
16 employees. Nothing herein contained shall be construed as creating the  
17 relationship of employer, or principal and agent, between COUNTY and any of  
18 CITY's agents or employees. COUNTY and its SHERIFF shall retain all  
19 authority for rendition of services, standards of performance, control of  
20 personnel, and other matters incident to the performance of services by  
21 COUNTY pursuant to this Agreement. COUNTY, its agents and employees,  
22 shall not be entitled to any rights or privileges of CITY employees and shall not  
23 be considered in any manner to be CITY employees. CITY, its agents and  
24 employees shall not be entitled to any rights or privileges of COUNTY  
25 employees and shall not be considered in any manner to be COUNTY  
26 employees.

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1 **H. STATE AUDIT:**

2 Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be  
3 subject to examination and audit by the State Auditor for a period of three (3)  
4 years after final payment by CITY to COUNTY under this Agreement. CITY  
5 and COUNTY shall retain all records relating to the performance of this  
6 Agreement for said three-year period, except that records pertaining to any  
7 audit then in progress, or any claim or litigation shall be retained beyond said  
8 three-year period until final resolution of said audit, claim or litigation.

9 **I. ALTERATION OF TERMS:**

10 This Agreement fully expresses all understanding of CITY and COUNTY with  
11 respect to this subject matter of this Agreement, and shall constitute the total  
12 Agreement between the parties for these purposes. No addition to, or  
13 alteration of, the terms of this Agreement shall be valid unless made in writing,  
14 formally approved and executed by duly authorized agents of both parties.

15 **J. INDEMNIFICATION:**

- 16 1. COUNTY, its elected and appointed officials, officers, employees, agents,  
17 subcontractors, independent contractors and those special districts and  
18 agencies for which COUNTY's Board of Supervisors acts as the governing  
19 Board ("COUNTY INDEMNITEES") shall not be deemed to have assumed  
20 any liability for the negligence or any other act or omission of CITY or any of  
21 its officers, agents, employees, subcontractors or independent contractors,  
22 or for any dangerous or defective condition of any public street or work or  
23 property of CITY, or for any illegality or unconstitutionality of state statutes or  
24 CITY's municipal ordinances. CITY agrees to indemnify, defend with  
25 counsel approved in writing by COUNTY, and hold all COUNTY  
26 INDEMNITEES harmless from any claims, demands or liability of any kind or  
27 nature, including but not limited to personal injury or property damage,  
28 arising from or related to the services, products or other performance

1 **J. INDEMNIFICATION: (Continued)**

2 provided by City and including those based or asserted upon the condition of  
3 any public street or work or property of CITY, or upon the illegality or  
4 unconstitutionality of any state statute or municipal ordinance of CITY of  
5 which SHERIFF has investigated an alleged or actual violation, or upon any  
6 act or omission of CITY, its officers, agents, employees, subcontractors and  
7 independent contractors related to this Agreement. If judgment is entered  
8 against CITY and COUNTY by a court of competent jurisdiction because of  
9 the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,  
10 CITY and COUNTY agree that liability will be apportioned as determined by  
11 the court. Neither party shall request a jury apportionment.

- 12 2. COUNTY agrees to defend, indemnify, and hold CITY, and its elected and  
13 appointed officials, officers, employees, agents, subcontractors and  
14 independent contractors harmless from any claims, demands or liability of  
15 any kind or nature, including but not limited to personal injury or property  
16 damage, arising from or related to the services, products or other  
17 performance provided by COUNTY pursuant to this agreement. If judgment  
18 is entered against COUNTY and CITY by a court of competent jurisdiction  
19 because of the concurrent active negligence of CITY, COUNTY and CITY  
20 agree that liability will be apportioned as determined by the court. Neither  
21 party shall request a jury apportionment.

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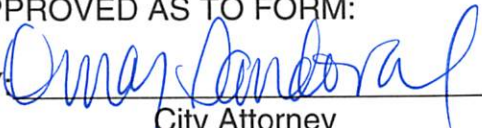
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**IN WITNESS WHEREOF**, the parties have executed the AGREEMENT  
in the County of Orange, State of California.

DATED: \_\_\_\_\_  
CITY OF GARDEN GROVE

ATTEST: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM:  
BY:   
City Attorney

-----  
DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
Chairwoman of the Board of Supervisors  
County of Orange, California

Signed and certified that a copy of this  
Document has been delivered to the Clerk  
of the Board per G.C. Sec. 25103, Reso 79-1535  
Attest:

\_\_\_\_\_  
Robin Stieler  
Clerk of the Board of Supervisors  
County of Orange, California

APPROVED AS TO FORM:  
Office of the County Counsel  
Orange County, California

BY:   
Deputy

DATED: 4/11/16

**COUNTY BILLING POLICY**  
**APPROVED BY BOARD MINUTE ORDER DATED OCTOBER 27, 1992**

**I. POLICY**

All County agencies/departments/districts (County) governed by the Board of Supervisors shall bill contracting entities for materials and/or services provided under contract in accordance with the following standardized billing and collection policy. Billing frequency is dependent on whether the contract is a fixed price or actual cost contract. Payment due date is designed to be both responsive to the County's cash flow needs and reasonable enough as to not require special processing by the contracting entity. If payments are not received by the required due dates, a late payment fee shall be computed and billed to the contracting entity in accordance with the requirements of this procedure.

Nothing herein shall affect the liability, including pre-judgment interest, of the contracting party for services or materials in as much as this is a policy to enact standard billing practices.

**II. DEFINITIONS**

- A. Contract for the purposes of this policy - A contract is a formal written agreement, a purchase order from the contracting entity, or any other acceptable mutual understanding between the contracting parties.
- B. Received by the County - The phrase "received by the County", as used in Section VI of this policy, refers to the date a payment is received by the County. It is defined as the date the payment is in the County's possession. It is not the date the payment is posted or deposited by the County.

**III. FIXED PRICE CONTRACTS**

- A. Fixed Price (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued no later than five (5) working days after delivery by the County of the materials and/or services. Examples of such one-time, non-recurring provision of materials and/or services might be a city contracting with the Sheriff for security service at a parade or sporting event; or, a city purchasing a computer listing containing certain city-requested data. Payment due date shall be invoice date plus 30 days.
- B. Fixed Price (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued according to the following frequency:
  - 1. Annual Billings that total \$10,000 or less per 12-month period shall be billed via one (1) annual invoice. Annual invoices will be issued for each 12-month period of the contract, or portions thereof. Invoices shall be issued no later than five working days after the beginning of each 12-month period. Payment due date shall be invoice date plus 30 days.

2. Quarterly Billings that are greater than \$10,000 but not more than \$200,000 per 12-month period, shall be billed in quarterly installments. Quarterly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into four (4) installments. Invoices shall be issued no later than 30 days after the beginning of each quarter. Payment due date shall be 60 days after the beginning of each calendar quarter.
3. Monthly Billings that are greater than \$200,000 per 12-month period shall be billed in monthly installments. Monthly invoices will be issued representing the contract amount for each 12-month period of the contract, or portions thereof, prorated into 12 installments. Invoices shall be issued on or before the first day of each service month. Payment due date shall be 30 days after the beginning of each service month.

An example of a fixed price contract for ongoing, recurring provision of materials and/or services might be a city contracting with the Sheriff for law enforcement services.

#### IV. ACTUAL COST CONTRACTS

- A. Actual Cost (One-Time/Non-Recurring Contracts) - Invoices that represent a billing for a one-time, non-recurring provision of materials and/or services shall be issued after delivery by the County of the materials and/or services and no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.
- B. Actual Cost (Ongoing/Recurring Contracts) - Invoices that represent a billing for an ongoing, recurring provision of materials and/or services shall be issued on a monthly basis and shall represent the cost of materials and/or services provided to the contracting entity during the previous calendar month. Such invoices shall be issued no later than 15 days after the close of the monthly billing period. If the County agency/department/district does not utilize a monthly billing cycle, the invoice shall be issued no later than 15 days after actual cost data is available. Payment due date shall be invoice date plus 30 days.

Examples of actual cost contracts for the ongoing, recurring provision of materials and/or services might be a city contracting with the County for communications equipment repair or waste disposal at a County landfill.

#### V. PAYMENT DUE DATES

Notwithstanding the provisions of Sections II and III above, payment due date shall be at least invoice date plus 30 days. If the County is late in issuing an invoice, the contracting entity would always have at least invoice date plus 30 days to pay. If the County is early in issuing an invoice, the contracting entity would still have a payment due date of either 60 days after the beginning of the quarter (quarterly invoices) or 30 days after the beginning of the service month (monthly invoices).

(EXAMPLES: An invoice for October service, dated and issued October 8 (late) would have a payment due date of November 7. An invoice for August service, dated and issued July 20 (early) would have a payment due date of August 30.)



## VI. LATE CHARGES

The late payment of any invoiced amount by a contracting entity will cause the County to incur costs not contemplated by the County/contracting entity agreement, the exact amount of such cost will be extremely difficult to ascertain. Such costs include, but are not limited to, costs such as administrative follow-up and processing of delinquent notices, increased accounting costs, etc.

Late charges will be assessed in the following situations:

- Over-the-counter payments will be assessed a late charge if any payment is not received by the County by the payment due date.
- Payments transmitted to the County via the U.S. Mail that have the payer's postage meter mark will be assessed a late charge if any payment is not received by the County by the payment due date plus one day.
- Payments transmitted to the County via the U.S. Mail that have a U.S. Post Office postmark dated after the payment due date will be assessed a late charge.

The late charge assessed in each of these situations shall be three-quarters of one percent (0.75%) of the payment due and unpaid plus \$100.00 for late payments made within 30 days of the payment due date. An additional charge of three-quarters of one percent (0.75%) of said payment shall be added for each additional 30-day period that the payment remains unpaid. Late charges shall be added to the payment and invoiced to the contracting entity in accordance with this policy.

## VII. COLLECTIONS

Any invoice remaining unpaid 90 days after the invoice date shall be referred to the Auditor-Controller for subsequent collection action, such as deduction from contracting entity moneys on deposit with the County Treasurer in accordance with Government Code Section 907 and any other applicable provision of law. Non-payment of invoices and applicable late charges will constitute a breach of contract for which the County retains all legal remedies including termination of the contract.

## VIII. DISCOUNT FOR EARLY PAYMENT

Any payment received by the County from a contracting entity 20 days or more before the payment due date shall be entitled to a discount of one-quarter of one percent (0.25%). If the contracting entity takes a discount, and the payment is received by the County less than 20 days before the payment due date, County staff shall immediately notify the contracting entity by telephone that the discount should not have been taken and that the balance is due by the original payment due date.

If the balance is not received by the County in accordance with the dates as specified in Section VII, applicable late charges shall be calculated on the balance due.

**IX. DEFERRED REVENUE**

At fiscal year end, any portion of revenue invoiced (not necessarily received) during the fiscal year being closed out that represents charges or prepayment for materials and/or services for the upcoming fiscal year shall be reclassified from a revenue account to a deferred revenue account (liability). In the new fiscal year the deferred revenue shall be reclassified to a revenue account. (EXAMPLE: On June 1, 19X1, a city is invoiced \$48,000 which represents charges for the 12-month period June 1, 19X1 to May 31, 19X2. The amount to be reclassified to deferred revenue would be \$44,000, representing 11/12ths of the total amount. In July 19X1, the \$44,000 would be reclassified to revenue.) Reclassification entries shall be made by Auditor-Controller Agency Accounting units, or for those agencies/departments/districts without such a unit, the agency/department/district shall notify the Auditor-Controller of the amounts to be reclassified.

**X. COST RECOVERY**

All County agencies/department/districts shall include all costs of providing contracted services in contract rates. Including all direct costs, allocated indirect costs such as departmental and County (CWCAP) overhead, and cost of capital financing.

**XI. EXISTING CONTRACTS**

Billing terms and provisions contained in existing contracting entity agreements (existing as of the date this policy is approved by the Board of Supervisors) shall remain in effect for the life of the contract. However, when these existing contracts are renegotiated, they shall contain the billing provisions as set forth in this policy.

**XII. DEVIATIONS FROM POLICY**

Deviations from this policy shall be approved by the Board of Supervisors. Proposed deviations by agencies/departments/districts shall be submitted to the CEO for concurrence in advance of filing an Agenda Item Transmittal (AIT) with the Clerk of the Board. The CEO, or his/her designee, shall advise the agency/department/district of approval or disapproval of the proposed deviations. If a County agency/department/district submits a contract to the Board of Supervisors for approval, and the billing provisions in the contract deviate from this policy, the agency/department/district shall specifically advise the Board of Supervisors in the AIT of the deviation, the reason for the deviation, and of the CEO's recommendation relative thereto.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kimberly Huy
Dept.:	Community Services	Dept.:	Community Services
Subject:	Award of a contract to Quiel Brothers Electric Sign Service Company for fabrication of an LED monument sign for the Gem Theater and the Festival Amphitheatre. (Cost: \$54,772.69) ( <i>Action Item</i> )		
		Date:	5/10/2016

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**OBJECTIVE**

To request that the City Council award a bid to furnish all materials and labor for the fabrication and installation of an LED monument sign for the Gem Theater and Festival Amphitheatre on Main Street.

**BACKGROUND**

The Festival Amphitheatre, located at 12762 Main Street, does not and has never had permanent signage. Although the Gem Theater, located at 12852 Main Street, does have a marquee, it is limited and specific to just the Gem Theater. In addition, maintenance for the Gem Theater's marquee is difficult due to its antiquated materials. Staff researched LED signs that would market programming for both theaters.

**DISCUSSION**

On February 17, 2016, a Notice Inviting Bids was released to contractors that would be interested in providing services for the fabrication and installation of an LED monument sign for the Garden Grove theaters. A bidders meeting was held on February 24, 2016, at the Courtyard Center, at which time the prospective bidders viewed the actual site where the monument sign would be placed. There were three qualified proposals received and opened on March 21, 2016. Quiel Brothers Electric Sign Service Co. submitted the lowest responsible bid at \$54,772.69. The other two bids received were Superior Electrical Advertising for \$55,379.05 and A Good Sign and Graphics for \$62,130.00.

Quiel Brothers Electric Sign Service Co. has been identified as the recipient for this

award. Reference checks have been completed by staff.

#### FINANCIAL IMPACT

The total cost for the monument sign will be \$54,772.69. There are sufficient funds available within the Park Fees and Cultural Arts Funds to fund this project.

#### RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with Quiel Brothers Electric Sign Service Co. for the fabrication and installation of an LED monument sign for the Gem Theater located at 12852 Main Street and Festival Amphitheatre located at 12762 Main Street, in the amount not to exceed \$54,772.69; 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.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Agreement	5/4/2016	Backup Material	quiel.pdf

## **SECTION 4 - AGREEMENT**

### **PROJECT AGREEMENT**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and **Quiel Brothers Electric Sign Service Co., 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 Furnish all Materials and Labor for the Fabrication and Installation of an LED Monument Sign for the Gem Theater in the City of Garden Grove per the 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 Four Thousand Seven Hundred Seventy Two Dollars and 69/100 (\$54,772.69), payable in arrears and in accordance with Bid Proposal (Attachment B), which is attached and is hereby incorporated by reference. Payment for work under this Agreement shall be made as follows: 0% down, progressive payments: \$27,386.34 due when electronics arrive, \$13,693.17 due upon completion of manufacturing and balance due upon completion, subject to Section 4.11 hereof. All work shall be in accordance with Bid No. S-1187 and the Plans and 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 Furnish all Materials and Labor for the Fabrication and Installation of an LED Monument Sign for the Gem Theater in the City of Garden Grove per the Specifications.

**4.4 Plans and Specifications.** The work to be done is described in a set of detailed Plans and Specifications for: Furnish all Materials and Labor for the Fabrication and Installation of an LED Monument Sign for the Gem Theater in the City of Garden Grove per the 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.** The initial term of the Agreement shall be for a period of **90 (ninety) days.** AFTER PERMITS.

**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 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

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 by 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 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: Quiel Brothers Electric Sign Service Co., Inc.  
                                 Attention: Larry R. Quiel, President  
                                 272 South I Street  
                                 San Bernardino, CA 92410

\\\\\\

(Agreement Signature Block on Next Page)

## **ATTACHMENT "A"**

### **IFB NO. S-1187**

#### **SPECIFICATIONS FOR:**

#### **Furnish all Materials and Labor for the Fabrication and Installation of an LED Monument Sign for the Gem Theater in the City of Garden Grove per the Specifications.**

The City of Garden Grove is seeking a qualified and experienced contractor for the fabrication and installation of an LED Sign on Main Street that is to be installed between the Gem Theater (12852 Main Street) and Festival Amphitheater (12762 Main Street) in Garden Grove.

The sign needs to be a distinctive LED monument that will draw attention to the theaters located on Main Street north of Acacia Parkway. The sign should represent a modern, artistic theater district that has unique flair. In developing a design concept for the proposed LED Sign, staff looked at the two existing theater buildings, the Gem Theater located at 12852 Main Street and the Festival Amphitheater located at 12762 Main Street. The Gem Theater has Art Deco detailing in its neon sign and in its stainless doors and ticket booth detailing. The same stainless steel detailing is incorporated into the Amphitheater ticket booth. Working from photos of classic Art Deco theaters, staff created a design concept that incorporates modern LED technology, interesting Art Deco detailing, and quality materials that match those found on the theaters.

The proposed sign is the first element of an overall design scheme that will tie the theaters together and upgrade their elevations. The colors incorporated into the design concept for the sign represent a revitalized color scheme based on what is existing on the theaters. The sign will be located between the two theaters, installed on a slope, should be illuminated and provide the highest quality message board where theater productions can be advertised.

#### **Sign Specifications:**

A drawing of the sign has also been in this bid document for reference. The following are the specifications for the LED sign.

Base Length = 10 feet

Base Height = 3 feet at one of slope; 2 feet at the other of the slope

Base Width = Tapered at front, 2'6" wide



## **ATTACHMENT "A"**

### **IFB NO. S-1187**

#### **(Page 2)**

The base shall be constructed of fabricated aluminum painted to match Frazee 'Mather' and will include a quote. The quote will be incised or painted. Quote letters = 4 inches in height and approximately 5 feet wide.

The alloy is H14-5052.

The sign is a two-sided LED sign with a decorative column, approximately 20 inches square with a decorative finial at the top, on one side of the sign. The Column Width and Depth = Approximately 20 inches; Column Height = Approximately 7 feet. The detailing including a Brushed Aluminum Panel 3" deep that supports an

RBG colored LED Message Center. Brushed Aluminum moldings will add detailing to the top portion of the column. The different elements of the sign will be in several colors that are consistent with the proposed colors on the theater buildings. The colors are orange (Frazee "Mather"), green (Frazee "English Sage"), Burnt Sienna (Frazee "Rusty Nail") and Deep Blue (Frazee "Handmaiden".)

*Bidders must submit a detailed drawing of the sign and a "fabrication plan" identifying all details for the proposed sign in the bid package for the City to review.*

The contractor that is selected for this project will be required to provide shop drawings to the City for review and approval prior to the sign being manufactured. No work shall not commence until the shop drawings are approved by the City.

The level base of the sign is to be concrete out of the ground to the base of the sign.

**Please reference the drawing and the technical specifications for the message board from Addendum Three that are attached for more details.**

### **QUALIFICATIONS/OTHER REQUIREMENTS**

#### **Contractor's License Requirements: C-10 and C-45:**

Contractors must possess valid C-10 Electrical and C-45 Electrical Signage Licenses. Please include a copy of both licenses in the bid package. Contractors must also be in good standing.

#### **Prevailing Wage Requirements:**

Prevailing wage is required for this bid. The bidder is responsible to ensure that the bid price submitted is based on the current prevailing wage rates. The City does not provide any information on prevailing wage rates.

## **ATTACHMENT "A"**

**IFB NO. S-1187**

**(Page 3)**

### **Contractor Experience Requirements:**

Contractors must have at least five (5) years of experience performing electrical signage work and work similar in nature to that which is requested in this bid. References to confirm this experience must be submitted in the bid package.

### **Warranty Period:**

Minimum requirements for warranty on the sign fabrication and installation shall be a minimum of **five years**. Please state the warranty period and what is included in the warranty. *The warranty period shall not begin until the City buys off and approves the final product and all issues have been addressed.*

### **Installation Requirements:**

The contractor shall be responsible for delivery and physical and complete installation of the sign. A sub-contractor that is in good standing may be used for the installation of the system.

### **Use of a Sub-Contractor:**

If a sub-contractor will be used for the installation portion of the work, then the City requires the following information (to be included in the proposal) from the contractor:

1. Name, Contact Name, Address, Phone Number and Email address of the sub-contractor.
2. Valid C-10 and C-45 Contractor's Licenses for the sub-contractor.
3. Contractor is required to collect all insurance from the sub-contractor. The sub-contractors insurance must meet the same City insurance requirements as the Contractor as stated in this bid document on Pages 22-23 of the sample contract under Section 4.16.6, INSURANCE REQUIREMENTS.
4. Sub-Contractor must be in good standing and provide three (3) references, for the same type of work, for the City to review. The City reserves the right to deny the use of any sub-contractor who is not in good standing and/or does not meet or provide information as required in Items 1-4.

**Mandatory Pre-Bid Meeting:**

Only those contractors who attend the mandatory pre-bid meeting and sign the sign-in sheet will be allowed to submit a bid for this project. There will be no exceptions to this requirement.

**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"**  
**Quiel Brothers Electric Sign  
Service Co., Inc.**

Contractor's State Lic. No. 158-5228-8

DIR Registration Number 1000003096

Expiration Date: June 30, 2016

By: \_\_\_\_\_  
Jerry Quiel

Title: Vice President

Date: 4/18/16

Tax ID No. 95-2229777

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:**

Amar Nandorval  
Garden Grove City Attorney

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Acceptance of Project No. 7376 - West Street and Candy Lane Water Improvements Project as Complete. ( <i>Action Item</i> )	Date:	5/10/2016

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**OBJECTIVE**

For the City Council to accept Project No. 7376 – West Street and Candy Lane Water Improvements as complete, and authorize the City Manager to execute the Notice of Completion of Public Improvements and Work.

**BACKGROUND**

The West Street and Candy Lane Water Improvements Project consisted of installation of 6,550 feet of 12-inch and 530 feet of 8-inch diameter polyvinyl chloride (PVC) domestic water pipe. It also included the construction of approximately twelve (12) hydrant assemblies, one hundred seventeen (117) water service connections and twenty (20) connections to existing water mains. This project also required removal and/or abandonment of existing water mains. This project has relieved fire flow capacity deficiencies in the areas along West Street from Chapman Avenue to Cliffwood Avenue, Wilken Way from West Street to Eugene Street, and Candy Lane from West Street to Holyoak Lane.

**DISCUSSION**

The contractor, Sully-Miller Contracting Company, has completed this project in accordance with the plans, specifications and other contract documents.

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

It is recommended that the City Council:

- Accept Project No. 7376 - West Street and Candy Lane Water Improvement Project as complete;
- Authorize the City Manager to execute the Notice of Completion of Public Improvement and Work; and
- Authorize the Finance Director to release the retention payment when appropriate to do so.

By: Rebecca Li, Associate Engineer

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Notice of Completion	4/28/2016	Cover Memo	west_st.candy_ln._water_improvements.pdf

RECORDING REQUESTED BY

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When Recorded Mail To:

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

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NOTICE OF COMPLETION  
OF PUBLIC IMPROVEMENT AND WORK

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

PROJECT NO. 7376  
WEST STREET AND CANDY LANE WATER IMPROVEMENTS PROJECT

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 SULLY-MILLER CONTRACTING CO., on the 9th day of June, 2015, 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 27th day of January 2016; that the nature of the title to said property of said City Council is as follows: That is to say, it owns said public improvement in fee except the right-of-way upon which it is constructed, and that it owns an easement upon, over, and along said right-of-way for the purpose of the construction, installation, and completion of said public improvement hereinabove described and the use thereof after said completion; that the property hereinabove referred to and on which said public improvement is situated is described as follows, to wit:

PROJECT NO. 7376  
WEST STREET AND CANDY LANE WATER IMPROVEMENTS PROJECT

NOTICE OF COMPLETION  
PROJECT NO 7376 - WEST STREET AND CANDY LANE WATER IMPROVEMENTS PROJECT  
ACCEPT PROJECT AS COMPLETE  
May 10, 2016  
Page 2 of 2

NAME OF SURETY on Labor and Material Bond is:

Fidelity and Deposit Company of  
Maryland

18101 Von Karman Ste., 600

Irvine, CA 92612

Tel No. (949) 885-1200

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

GARDEN GROVE CITY COUNCIL

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

ATTEST:

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

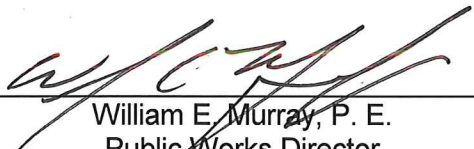
STATE OF CALIFORNIA  
COUNTY OF ORANGE

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

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

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

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

  
\_\_\_\_\_  
William E. Murray, P. E.  
Public Works Director



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Kim Huy
Dept.:	City Manager	Dept.:	Community Services
Subject:	Authorize the issuance of a purchase order to Miracle Recreation Equipment Company for new playground equipment for Eastgate Park. (Cost: \$41,649.30) ( <i>Action Item</i> )		
		Date:	5/10/2016

---

**OBJECTIVE**

To secure City Council authorization to purchase playground equipment from Miracle Recreation Equipment Company through the National Joint Powers Alliance (NJPA) competitive bid program, Contract #022113-LTS.

**BACKGROUND**

Currently, the playground equipment at Eastgate Park is aging and requires replacement. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase this type of equipment.

**DISCUSSION**

NJPA nationally solicits, evaluates, and awards contracts through a competitive bid process. As a member of NJPA, the City is able to utilize NJPA bid awards for equipment purchases. Staff recommends to adjoin on the results of a recent NJPA competitive bid program, Contract #022113-LTS that deemed Miracle Recreation Equipment Company as the lowest responsive bid.

**FINANCIAL IMPACT**

There is no impact to the General Fund. The financial impact is \$41,649.30 to the Park Fee Fund.

**RECOMMENDATION**

It is recommended that the City Council:

- Authorize the Finance Director to issue a purchase order for Miracle Recreation Equipment Co in the amount of \$41,649.30 for the purchase of new playground equipment at Eastgate Park.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Quote	5/3/2016	Cover Memo	Eastgate_Park_#2016-7841_1.4.16-latest.pdf
NJPA	5/3/2016	Cover Memo	NJPA_contract.pdf



# Miracle Recreation Equipment Co

PO Box 204757  
Dallas TX 75320-4757

Phone # 800-264-7225  
Fax # 877-215-3869

E-mail sales@miracleplayground.com  
Web Site www.miracle-recreation.com

## QUOTATION

Date	Estimate #
1/4/2016	2016-7841

Name / Address
City of Garden Grove

**WE HAVE A NEW REMITTANCE ADDRESS!  
ALL PURCHASE ORDERS & PAYMENTS  
MUST BE MADE OUT TO:  
Miracle Recreation Equipment Co  
PO Box 204757  
Dallas, TX 75320-4757**

Project	Terms	Rep	FOB
Eastgate Park Option 2	Net 30	John	Factory

Item	Description	Qty	Rate	Total
Miracle 303	Custom Playsystem per CD212896	1	29,635.33	29,635.33T
718-852-4S	The Whirl	1	3,632.90	3,632.90T
714-734	3.5" OD Arch Swing frame with 2 belt style seats and 2 Tot Seats	1	1,818.10	1,818.10T
Freight	Safety Panel for ages 5-12	1	253.00	253.00T
	Commercial Freight		3,482.82	3,482.82
EXCLUSIONS	unloading, storage, installation, site work, safety surfacing		0.00	0.00
NJPA	Pricing based on Miracle Recreation's NJPA contract #022113-LTS		0.00	0.00

This Quote is Valid for 30 Days	<b>Subtotal</b>	\$38,822.15
This quote shall not become binding until signed and delivered by both customer and Miracle Recreation "Miracle". To submit this offer, please sign and forward a complete copy of this quote via fax to 877-215-3869 or email sales@miracleplayground.com.	<b>Sales Tax (8.0%)</b>	\$2,827.15
	<b>Total</b>	\$41,649.30

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as materials alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net 30 days from invoice with approved credit and all charges are due and payable in full at PO Box 204757 Dallas TX 7532-4757 unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the equipment at its own expense. Purchase orders and payments should be made to Miracle Recreation.



# National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

## PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

### RFP Opening

February 21, 2013

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

**RFP #022113**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, and all other Public Agencies located nationally in all fifty states and potentially internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES. Details of this RFP are available beginning January 9, 2013 and continuing until January 25, 2013. Details may be obtained by letter of request to Gregg Meierhofer, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until February 20, 2013 at 4:30 p.m. Central Time at the above address and opened February 21, 2013 at 8:00 A.M. Central Time.

### RFP Timeline

January 9, 2013

Publication of RFP in the print and online Minneapolis Star Tribune, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website, and on the website of [noticetobidders.com](http://noticetobidders.com)

January 25, 2013

Deadline for RFP requests

January 29, 2013

Pre-Proposal Conference (webcast – conference call - Connection info sent to all inquirers two business days prior to the event)

10:00 A.M. Central Time

February 20, 2013

Deadline for Submission of Proposals

4:30 P.M. Central Time

February 21, 2013

Public Opening of Proposals

8:00 A.M. Central Time

Direct questions regarding this RFP to:

Gregg Meierhofer at [gregg.meierhofer@njpacoop.org](mailto:gregg.meierhofer@njpacoop.org) or (218)894-1930

Methods and guidelines for submitting questions are detailed within the body of this document.

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## 1. INTRODUCTION

### A. ABOUT NJPA

**1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**1.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at <http://www.njpacoop.org/contract-purchasing-solutions/contracts>.

**1.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

**1.3.1 Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

**1.4** NJPA currently serves over 47,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### B. JOINT EXERCISE OF POWERS LAWS

**1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws exists within the laws of each State of the United States. This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/contract-purchasing-solutions/legal-authority/state-procurement-resources>.

### C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**1.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**1.6.1** National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond each of those individual RFPs. A single, nationally

advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same products/services that might have been otherwise advertised by individual NJPA member agencies.

**1.6.2** NJPA contracts offer our Members nationally leveraged **volume purchasing discounts**. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**1.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**1.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**1.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Member agencies the ability to directly compare non-price factors in their procurement analysis. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### D. THE INTENT OF THIS RFP

**1.10** **A national contract awarded by the NJPA Board of Directors:** The intent of this RFP is to award a national contract by the action of the NJPA Board of Directors. This action will be influenced by the recommendation of the NJPA Proposal Evaluation Committee, and as a result of the competitive proposal and evaluation process which has been designed to reflect the best interests of NJPA and its Member agencies. NJPA is seeking the most responsive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with an award and contract, which will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA.

**1.11** NJPA's primary intent is to establish and provide a national cooperative procurement contract, offering opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**1.11.1** Beyond our primary intent, NJPA further desires to:

- Award a four year term contract with a fifth year contract option resulting from this RFP;
- Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.
- Award an exclusive contract to the most responsive vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**1.12** **Non-Manufacturer Awards:** NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**1.13 Exclusive or Multiple Awards:** Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result of the responding Proposers justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

#### E. SCOPE OF THIS RFP

**1.14** The scope, goal and intent of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP. All proposals deemed responsive will be evaluated based on their ability to provide the overall highest value to NJPA and NJPA Member agencies. One of the measures of overall highest value will be the proposed breadth and depth of products and services.

**1.15 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

**1.16 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**1.17 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like product/equipment and services solely from this Contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**1.18 NJPA's interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

**1.19 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant", products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**1.20 Sole Source of Responsibility-** NJPA desires a "Sole Source of Responsibility" Vendor meaning the Vendor will take sole responsibility for the performance of delivered products/services. NJPA also desires sole responsibility with regard to:



**1.20.1 Scope of Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**1.20.2 Vendor use of sub-contractors in sourcing or delivering product/equipment and services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the product/equipment and services being proposed. Vendor assumes all responsibility for the equipment/products and services and actions of any such Sub-Contractor.

**1.21 Additional Definitions for the scope of this solicitation.**

**1.21.1** In addition to **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**, this solicitation should be read to include, but not limited to:

**1.21.1.1** N/A

**1.21.2** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**1.22 Suggested Solutions Options**

**1.22.1** All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Members' needs and requirements with respect to the scope of this RFP.

**1.22.2** With this intimate knowledge of NJPA and NJPA Members' needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

**1.22.3** Multiple solutions to the needs of NJPA and NJPA Members are possible. **Examples could include:**

**1.22.3.1 Equipment/Products Only Solution:** Equipment/products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**1.22.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**1.22.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

**1.22.3.4 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

### **1.23 Overlap of Scope:**

**1.23.1** When considering equipment, products, or groups of product/equipment and services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal", please consider the validity of an inverse statement.

- For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.
- In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.
- In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**1.24 Geographic Area to be Proposed:** This RFP invites proposals to provide **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**1.25 Manufacturer as a Proposer:** If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

**1.26 Dealer/Re-seller as a Proposer:** If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

**1.27 Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either; 1) The date awarded by the NJPA Board of Directors, or 2) The day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**1.27.1** NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

**1.28 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**1.29 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

**1.30 Largest Possible Solution:** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**1.31 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**1.32 Proposer's Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

#### F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

**1.33 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

**1.33.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**1.33.2 Technical Descriptions/Specifications.** Proposers must supply **sufficient** information to:

- Demonstrate the Proposer's knowledge of industry standards, and
- Identify the equipment/products and services being proposed, and
- Differentiate those products and services from others.

Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G.

**1.34 Important note:** NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

**1.35 Commonly used Product/Equipment and Services:** It is important that the equipment/products and services submitted are the equipment/products and services commonly used by public sector entities.

**1.36 New Current Model Product/Equipment:** Proposals submitted shall be for new, current model products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

**1.37 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**1.38 Delivered and operational;** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

**1.39 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**1.40 Proposer's Warrants:** The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the purposes for which they were intended.

## G. SOLUTIONS BASED SOLICITATION

**1.41** NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation". This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

## H. INQUIRY PERIOD

**1.42** The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests". RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to provide a finite group of Potential Bidders to invite to, and attend the pre-bid conference.

## I. PRE-BID CONFERENCE

**1.43** All Potential Bidders inquiring during the inquiry period will be invited to the OPTIONAL "Pre-Bid Conference" via the e-mail address used to make their inquiry. The purpose of the pre-bid conference is to allow Potential Bidders to ask questions and hear answers from their own questions and the questions of other Potential Bidders.

## 2. DEFINITIONS

### A. PROPOSER - VENDOR

**2.1 Exclusive Vendor-** A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

**2.2 Potential Proposer-** A person or entity requesting a copy of this RFP.

**2.3 Proposer-** A company, person, or entity delivering a timely response to this RFP.

**2.4 Vendor-** One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

**2.5 Request for Proposal-** Herein referred to as RFP

#### B. CONTRACT

**2.6 "Contract"** as used herein shall mean cumulative documentation consisting of this RFP, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E, "Acceptance and Award" with final terms and conditions.

Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

#### C. TIME

**2.7** Periods of time, stated as number of days, shall be in calendar days.

#### D. PROPOSER'S RESPONSE

**2.8** A Proposer's Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

#### E. CURRENCY

**2.9** All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

#### F. FOB

**2.10** FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point.

**2.11** FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

### 3. INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

#### A. PRE-PROPOSAL CONFERENCE

**3.1** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential

Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

#### B. IDENTIFICATION OF KEY PERSONNEL

3.2 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

3.3 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

#### C. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

3.4 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

3.5 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

#### D. FORMAL INSTRUCTIONS TO PROPOSERS

3.6 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

3.7 All proposals must be sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

3.8 **Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following format:

3.8.1 Hard copy original signed, completed, and dated forms C,D,F,I, and hard copy signed signature page only from forms A and P from this RFP,

3.8.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

3.8.3 Certificate of insurance verifying the coverage identified in this RFP,

3.8.4 Two complete copies of your response on a CD (Compact Disc) or flash drive. The first copy shall be identified as the "Evaluation Copy" and the second copy will be identified as the "Public Records" copy. Both copies shall contain completed Forms A,B,C,D,F & P, your statement of products and pricing together with all appropriate attachments, a copy of your audited financial statements from previous year end(or an unaudited copy if an audited copy is not available). However, your "Public Record Copy" shall have all "Trade Secret" information redacted. You will be responsible for citing specific legal authority for each redaction as identified herein.

3.9 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

3.10 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

3.11 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

**3.11.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**3.12** Corrections, erasures, and interlineations on a Proposer’s Response must be initialed by the authorized signer in original ink on all copies to be considered.

**3.13** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

**3.13.1** Proposer’s are responsible for checking directly with the NJPA website for addendums to this RFP.

**3.13.2** Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

#### E. QUESTIONS AND ANSWERS ABOUT THIS RFP

**3.14** Upon examination of this RFP document, Proposer shall promptly notify the NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**3.15** Submit all questions about this RFP, in writing, referencing “**PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES** to Gregg Meierhofer, NJPA 202 12th Street NE, Staples, MN 56479 or [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered.

**3.16** If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

**3.17** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**3.18** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**3.19** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current and Pending Solicitations” and from the NJPA offices. No questions will be accepted by NJPA later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**3.20** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the

time specified for opening of all proposals.

#### F. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**3.21** A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding this RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

#### G. VALUE ADDED ATTRIBUTES, PRODUCTS/SERVICES

**3.22 Examples of Value Added Attributes:** Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

**3.23 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**3.24** Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

**3.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

**3.26 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.



**3.27 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**3.28 Financing:** The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

#### H. CERTIFICATE OF INSURANCE

**3.29** Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**3.30** Vendor, upon award, shall be required to maintain the following insurance coverage during the term of the NJPA Contract:

- (1) Workers Compensation insurance (Occurrence) with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage: Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.
- (2) Commercial General Liability Policy per occurrence \$1,000,000.
- (3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

**3.31** The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

#### I. ORDER PROCESS AND/OR FUNDS FLOW

**3.32** Please propose an order process and funds flow. Please choose from one of the following:

**3.32.1 B-TO-G:** The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

**3.32.3 Other:** Please fully identify.

#### J. ADMINISTRATIVE FEES

**3.33** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

3.33.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

3.33.2 Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

3.33.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP.

3.33.3.1 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

3.34 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire.

#### 4. PRICING STRATEGIES

4.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

4.2 RFP is an "Indefinite Quantity Product/Equipment and Related Service Price and Program Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each product/equipment to which you provide a description and a price. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD along with other requested information as a part of a Proposer's Response.

4.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

4.4 Primary Pricing/Secondary Pricing Strategies- All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing.

##### A. LINE-ITEM PRICING

4.5 Line-Item pricing- A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

4.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

4.7 Line-Item Pricing items are to be submitted in an Excel spreadsheet format provided and are to include all appropriate identification information necessary to discern the line item from other line items

in each Responder's proposal.

**4.8** The purpose for the excel spreadsheet format for Line-Item Pricing is to be able to use the "Find" function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

**4.9** All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**4.10** Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. "The published List" price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

## B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

**4.11 Percent Discount From Catalog, list or Category Pricing-** A specific percentage discount from a "Catalogue or List Price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

**4.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**4.13** A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the product/equipment or related service.

**4.14** Accessory options requested by the customer and related to the general scope of this RFP but are not under the current contract will be priced using a "Sourced Product/equipment pricing model" as defined herein. See Section F

**4.15** When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published "MSRP" with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

**4.16** NJPA reserves the right to review catalogs submitted to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience. New optional accessories for product/equipment and related services may be added to the Contract through the NJPA approval process at the time they become available.

## C. HOT LIST PRICING

**4.17** Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of products/services, defined as a Hot List selection offer pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing or offering a "Hot List Selection" of equipment/products and related services is optional. Equipment/products and related services may be added or removed from the "Hot List" at any time.

**4.18** Hot List program and pricing when applicable may also be used to discount and liquidate close-out

and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

4.19 Hot List Program and Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List product/equipment and related service descriptions and Pricing with NJPA.

#### D. CEILING PRICE

4.20 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. **IMPORTANT NOTE:** Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

4.21 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

#### E. VOLUME PRICE DISCOUNTS

4.22 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

4.23 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

4.24 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

#### F. SOURCED PRODUCT/EQUIPMENT /OPEN MARKET ITEMS

4.25 NJPA or NJPA Members may from time to time, request product/equipment and/or equipment/products and related services that are within the scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service listing or "list or catalog". These items are known as Sourced Product/Equipment or Open Market Items.

4.26 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

4.26.1 Identify all such equipment, products and services as "Sources Product/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member, and

4.26.2 All applicable acquisition regulations pertaining to the purchase of such equipment, products and services have been followed, as defined by NJPA or the NJPA Member receiving quotation from Vendor, and

4.26.3 NJPA or the NJPA Member has determined the prices as quoted by Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the

member.

#### G. COST PLUS A PERCENTAGE OF COST

4.27 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

#### H. TOTAL COST OF ACQUISITION

4.28 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be defined as:

- The cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location.

4.29 For example, if you are proposing equipment/products only (IE, FOB Proposer's dock) your proposal would identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The "Proposal should reflect that the contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None".

#### I. REQUESTING PRODUCT/EQUIPMENT AND RELATED SERVICE ADDITIONS/DELETIONS

4.30 Requests for product/equipment and related services, price changes, additions, deletions, or any related contract changes must be made in written form and shall be subject to approval by NJPA.

4.31 New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

4.32 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

4.33 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

4.34 Documenting the "Best Interests of NJPA and NJPA Members" when outdated equipment is being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

4.35 Requests must be in the form of 1) a cover letter to NJPA a) asking to add the product/equipment line, b) making a general statement identifying how the products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and 2) the detail as to what is being added at what price will then be an attachment to that cover letter. Pending approval of your request by NJPA you will need to provide a complete re-statement of all pricing including all new prices/products AND existing prices and products/equipment.

4.36 NJPA's intent is to encourage Proposers to provide and document NJPA's due diligence in a clear and concise one page format on which we can approve and sign our acknowledgment and acceptance.

This information must ultimately come from Proposers, and NJPA is requiring it in this format.

#### J. REQUESTING PRICING CHANGES

**4.37 Price Decreases:** Requests for standard Contract price decrease adjustments (percentage discount increases) are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is highly valued when we are documenting price reductions.

**4.38 Price increases:** Requests for standard contract price increases (or the inclusion of new generation products/equipment/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing equipment/products and services may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new equipment/products and services enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of ourselves and our Members.

**4.39 Price Change Request Format:** An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum or raw material costs) by product category. Specific details for the requested price change must be attached to the request letter identifying product/services where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

#### K. PRICE AND PRODUCT CHANGES FORMAT

**4.40** NJPA's due diligence regarding product and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. Submit the following documentation to request a pricing change:

**4.40.1** A cover letter:

- a. Please address the following subjects in your cover letter:
  - i. What product/equipment and related service prices are changing?
  - ii. How much are the prices changing?
  - iii. Why are the prices changing?
  - iv. Any additions or deletions from the previous product/equipment and related services list and the reason for the changes.
- b. The specifics of the product/equipment and price changes will be listed in the excel spreadsheets identified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
  - i. If applicable and **for example**, indicate "All paper equipment/products and services increased 5 % in price due to transportation and fuel costs."
  - ii. If applicable, for instance, indicate, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

4.40.2 An excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

- a. Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:
  - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
  - ii. Create a historical record of pricing.

#### L. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

4.41 Initially; and again with each request for product addition, deletion, and/or pricing change; you must state all pricing for all equipment/products and services available. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract.

4.42 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

4.43 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

4.44 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

#### M. PAYMENT TERMS

4.45 Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services if applicable to the customary method of procurement relating to the contracted product/equipment and related services.

4.46 Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The “Purchase Option” at lease maturity (\$1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company.

#### N. SALES TAX

4.47 Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to

Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

#### O. SHIPPING AND SHIPPING PROGRAM

4.48 Shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of product/equipment. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. No COD orders will be accepted. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order. See "The Total Cost of Acquisition" for the equipment/products and related services.

4.49 Any shipping cost charged to NJPA or NJPA Members will be considered to be part of "proposal pricing."

4.50 Additional costs for expedited deliveries will be at the additional shipping or handling expense to the NJPA Member.

4.51 Selection of a carrier for shipment will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the requester.

4.52 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

4.53 Proposals containing restocking fees are less advantageous than those not containing re-stocking fees. That being said, certain industries cannot avoid restocking fees. Certain industries providing made to order product/equipment may not allow returns. With regard to returns and restocking fees, Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects. Where used, restocking fees in excess of 15% will be considered excessive. Restocking fees may be waived, at the option of the Proposer/Vendor. Indicate all shipping and re-stocking fees in price program.

4.54 Proposer agrees shipping errors will be at the expense of the Vendor. For example, if a Vendor ships a product that was not ordered by the member, it is the responsibility of the Vendor to pay for return mail or shipment at the convenience of the member.

4.55 Unless specifically stated otherwise in the "Shipping Program" of a Proposer's Response, all prices quoted must be F.O.B. destination with the freight prepaid by the Vendor. Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

4.56 Delivered products/equipment must be properly packaged. Damaged products/equipment will not be accepted, or if the damage is not readily apparent at the time of delivery, the products/equipment product/equipment shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the product/equipment at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the product/equipment at the time of delivery.

4.57 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA Member.



**4.58** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products/equipment which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of a non-conforming product/equipment, NJPA Member will immediately notify Vendor and the Vendor will replace non-conforming product/equipment with conforming product/equipment acceptable to the NJPA member.

**4.59** Throughout the term of the Contract, Proposer agrees to pay for return shipment on product/equipment that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged product/equipment.

**4.60** Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

#### P. NORMAL WORKING HOURS

**4.61** Prices quoted are for equipment/products and services delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from this RFP.

### 5. MARKETING PLAN

**5.1 Internal Marketing Plan:** If you are awarded a contract based on this solicitation, your sales force will be the primary source of the contract success. Your sales force needs to be aware that the value of the contract includes:

- The use of the NJPA Contract will save their customer (NJPA's Member) the time and effort of bringing a new individual Request For Proposal (RFP).
- The use of the NJPA Contract will save you and your sales force the time and effort of responding to individual Request For Proposals (RFPs).
- The use of the NJPA Contract will offer NJPA members the opportunity to have the ability to choose your company's contracted product/equipment and related services.

An award of Contract resulting from this RFP is an opportunity for the awarded Vendor to pursue commerce with, and deliver valued contracted products/equipment and related service solutions to NJPA and NJPA Members nationwide. Your internal marketing plan should serve to:

**5.1.1** Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver your Contract solution to NJPA and NJPA Members through your marketing and sales efforts.

**5.1.2** Identify, in general, your national footprint and dedicated feet-on-the-street sales force that will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the sale force network in terms of numbers and geographic location and distribution of the product/equipment and related services. Service may be independent of the sales of the product/equipment. Demonstrate fully the sales and service capabilities of your company through your response.

**5.1.2.1** Identify whether your sales force are employees or independent contractors. Identify whether your dealers are company owned or independently owned.

**5.1.3** Identify your plan for delivering training to these individuals.

5.1.3.1 Will you have your sales force or dealer network gathered at national or regional events in the near future? Does your sales force or dealer network have the ability to participate in sales training webinar or webcast events?

5.1.3.2 NJPA is prepared to provide our personnel for sales training and/or on a webinar or webcast or other methodologies to effectively reach the appropriate groups within your sales management, dealer network and sales force.

5.1.4 Sales Management Contract Training.

5.1.4.1 NJPA will commit to providing contract sales training regarding all aspects of communicating the value of the Contract itself, the authority of NJPA to offer the Contract to its Members, the value the Contract delivers to NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize NJPA procurement contracts.

5.1.4.2 Your Sales Management will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

5.2 Success in marketing is dependent upon 1) the delivery of value as defined in section 1.4, 2) the delivery of knowledge of the contract and its proper use and utility, and 3) the delivery of the contracted products/equipment and related services and the sales reward which creates a personal commitment to the contract. NJPA desires a marketing plan that:

5.2.1 identifies the value to a member of a delivered a competitively proposed national cooperative procurement contract that reduces the need by both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility to facilitate and responding to multiple and similar individual RFP's;

5.2.2 identifies the appropriate Vendor personnel from both management and sales staff who will be trained on the sales and marketing methods, strategy, use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

5.2.3 identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

**5.3 External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their products/equipment and related services to NJPA current and potential members nationwide. As a part of your Marketing Plan, demonstrate your sales and service network and the capability to staff, communicate and offer the contract opportunity while demonstrating your commitment to serving NJPA and NJPA Members nationwide through the awarded contract.

5.4 The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

5.4.1 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page formats. These advertisements will be used in the NJPA directory and other marketing publications.

5.4.2 Contract announcements and advertisements. Proposer will identify a marketing plan identifying their anticipated contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

5.4.3 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's Response.

5.4.4 Trade Shows. Proposer will outline their proposed involvement in the promotion of a Contract resulting from this RFP through applicable trade shows. Proposers are encouraged to identify tradeshow and other appropriate venues for the promotion of any such Contract. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows. Examples of such could include:

NAEP	National Association of Education Procurement
I-ASBO	International Association of School Business Officials
NIGP	National Institute of Government Purchasing

5.5 Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all contracted equipment/products and services to current and potential NJPA Members. NJPA reserves the right to deem a Proposer non-responsive or to waive an award based on an unacceptable marketing plan.

5.6 As a part of this response, submit a complete Marketing Plan on how you would help NJPA roll out this program to current and potential NJPA Members. NJPA requires the Awarded Vendors actively promote the Contract in cooperation with the NJPA. Proposers are advised to consider marketing efforts in the areas of 1) Website Link from Proposer's website to NJPA's website, 2) Attendance and participation with a display booth at national and regional trade shows and meetings when the event is applicable to the Proposer's customer vertical, and 3) Sales team and sales training programs involving both Proposer's sales management and NJPA staff.

5.7 Facilitating NJPA Membership: Proposer should express their commitment to develop a process to establish membership status of current and potential agencies with NJPA as a part of the sales or customer communication process.

5.7.1 Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership.

## 6. PROPOSAL OPENING PROCEDURE

**6.1** Sealed and properly identified Proposer's Responses for this RFP entitled "**PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES**" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12th Street Northeast Staples, MN 56479 or [RFP@njpacoop.org](mailto:RFP@njpacoop.org) to receive a complete copy of this RFP. Method of delivery needs to be

indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

## 7. EVALUATION OF PROPOSALS

### A. PROPOSAL EVALUATION PROCESS

**7.1 Overall Evaluation (FORM G)** - The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of those criteria by assigning possible scores for each category.

**7.2** NJPA will use a 1,000 Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as "Green Product Certifications."

**7.2.1. Bonus Evaluation Points-** Bonus evaluation points may be awarded by the NJPA Proposal Evaluation Committee based on criteria identified as being both "optional" and "having additional value."

**7.3** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1,000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

**7.4** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee.

**7.5** To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

**7.6** NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. These processes establish final points for submitted price levels.

**7.7** The procurement activities of the NJPA Proposal Evaluation Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of this RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

### B. PROPOSER RESPONSIVENESS

**7.8** Proposer's Response received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

**7.9** An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

**7.10** Deviations or exceptions stipulated in Proposer's Response may result in the proposal being classified as non-responsive.

**7.11** To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

**7.12** The Proposal Evaluation Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. "Level 2" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified as a sealed proposal with a specific opening date and time.
3. The proposal response contains the required certificate of liability insurance.
4. The proposal response contains original signatures on all documents requiring such.

#### C. PROPOSAL EVALUATION CRITERIA

**7.13 Reduction of Evaluation Points.** The following items will be sufficient cause to reduce evaluation points.

**7.13.1** If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

#### **7.14** Evaluation Criteria

**7.15** Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of products, equipment, and services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. History of meeting shipping and delivery expectations of contracted products/ services.
12. Technology advancements and related provisions.
13. Ability to market and promote the Contract within current business practices.
14. Willingness to develop and enter into NJPA Contract and business relations.
15. Favorable bond rating and applicable industry standard licensing ability.
16. Past market place successes and brand recognition.
17. Demonstrated warranty and product/service responsibility.
18. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
19. Information from government and education references and past performance information including past agency approval.
20. Demonstrates that they offer the most current industry standard equipment/products and related

services and/or services.

21. Demonstrates financial stability as a company and a favorable banking line of credit.
22. Demonstrates their equipment/products and related services proposed meet and/or exceed industry standards accepted by educational or governmental agencies nationally.
23. Demonstrates market place success and their past performance exhibits an acceptable reputation nationally within the government and education market place.
24. Demonstrates that the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support equipment/products and related services offered to government and education and related agencies.
25. Response's conformance to terms and conditions as described in the solicitation, including documentation.
26. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded NJPA Contract.
27. Has provided all of the required and applicable documentation required i.e. insurance certificates, licenses, and/or registration certificates required to do business nationally.
28. Line-Item Pricing, or acceptable pricing model in approved excel format, listing of all of the proposed equipment/products and related services and warranty provisions with their associated units of costs.
29. Hot List Pricing equipment/products and related services in a Line-Item Pricing format (when applicable).
30. Contract Pricing submitted as requested to include selection of products/equipment and related services in a Line-Item Pricing and/or Percentage Discount from a published gov/ed price list or Catalog.

#### D. OTHER CONSIDERATION

7.16 Consideration will be given in the award based on the completion and degree of information provided regarding available products/equipment, and accessories, and related services as well as, applicable parts of the Proposer Information and Questionnaire.

7.17 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the product/equipment, related services or related products/equipment offered.

7.18 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.19 The fact a manufacturer or supplier chooses not to produce or provide equipment products or services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

7.20 Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of products submitted, technological advances, and pricing. A positive review will reflect the ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members comfort and assurance understanding that the proposer accepts the sole source of responsibility of the response to the scope of this RFP.

7.21 Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

7.22 Strong consideration will be given to a Proposer's past performance, distribution model, and the

demonstration their ability to effectively market and service NJPA Membership nationally.

7.23 Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

7.24 The Proposer's ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposer's ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

7.25 Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available). The Proposer's audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) are requested and reviewed to get a general feel for the size, strength, and probable scope of the Proposer.

7.26 NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA that the potential Vendor is unable to properly carry out the terms of this RFP and potential Contract.

7.27 NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal not accompanied by required certificate of insurance, other data required by this RFP, or if a Proposer's Response is incomplete or irregular. The NJPA shall reject all proposals where there has been proven or suspicion of collusion among the Proposers.

#### E. COST COMPARISON

7.28 NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

7.29 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal = 5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

#### F. PRODUCT TESTING

7.30 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

#### G. PAST PERFORMANCE INFORMATION

7.31 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction

shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

#### H. WAIVER OF FORMALITIES

7.32 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

### 8. POST AWARD OPERATING ISSUES

#### A. SUBSEQUENT AGREEMENTS

**8.1 Purchase Order-** Purchase Orders for product/equipment and related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**8.2 Governing Law-** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**8.3 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

**8.4 Specialized Service Requirements-** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

**8.5 Performance Bond-** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on



Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

#### B. NJPA MEMBER SIGN-UP PROCEDURE

**8.6** Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the member or the vendor.

#### C. REPORTING OF SALE ACTIVITY

**8.7** A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

**8.7.1 Zero sales reports:** Awarded Vendors are responsible for providing a quarterly sales report of contract sales EVERY QUARTER regardless of the existence or amount of sales.

#### D. AUDITS

**8.8** During the Term, however no more than once per calendar year, Vendor(s) may be required to make available to NJPA at the Vendor's corporate offices (during normal business hours) the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

#### E. HUB PARTNER

**8.9 Hub Partner:** Where applicable, NJPA Members may, from time to time, request to be served in some way through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits, or other considerations.

**8.10 Hub Partner Fees:** Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member provide that:

**8.10.1** The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and

**8.10.2** To the extent that the Vendor stands in the chain of title during a transaction resulting from

this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

#### F. TRADE-INS

**8.11** Where Appropriate, the value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration to that purchase order.

#### G. OUT OF STOCK NOTIFICATION

**8.12** Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s).

- The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order.
- Under no circumstance is Proposer permitted to make unauthorized substitutions.
- Unfilled or substituted item(s) shall be indicated on the packing list.

#### H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

**8.13** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract;
- The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales ;
- The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

**8.14** Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

**Step 1:** Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

**Step 2:** Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

**Step 3:** Issue letter to cancel Contract for cause.

**8.15** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

**8.16** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**8.17** NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

**8.18** Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.19** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**8.20** Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

## 9. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF RFP

**9.1** As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) for two consecutive weeks in both the hard copy print and on-line editions of Oregon's Daily Journal of Commerce, 3) it shall be placed on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE, 4) it shall be posted on NJPA's website, 5) it shall be posted to the "Noticetobidders.com" website, and 6) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

### B. ADVERTISING OF A CONTRACT RESULTING FROM THIS RFP

**9.2** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the

award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

#### C. APPLICABLE LAW

**9.3 NJPA Compliance with Minnesota Procurement Law:** Contracts awarded through NJPA are intended to meet the procurement laws of all states and NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

**9.4 Governing Law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

**9.5 Jurisdiction:** Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

**9.5.1** Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

**9.6 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

**9.7 Applicable Laws,** whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**9.8 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**9.9 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**9.10 Patent and Copyright infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whosoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

#### D. ASSIGNMENT OF CONTRACT

**9.11** No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable

and acceptable Vendor at the discretion of NJPA.

9.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

#### E. LIST OF PROPOSERS

9.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

#### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

9.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

#### G. DATA PRACTICES

9.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

- clearly mark all trade secret materials in its response at the time the response is submitted,
- include a statement with its response justifying the trade secret designation for each item, and
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the NJPA. Proposer can redact additional confidential information at any time after the evaluation process if appropriate legal justification is provided.

#### H. ENTIRE AGREEMENT

9.16 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

9.17 A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award Form document (see Form E).

#### I. FORCE MAJEURE

9.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of

God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

#### J. GRATUITIES

9.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA are deemed to be excessive with a view or demonstrated intent toward securing a contract or with respect to the performance of a pending or awarded Contract.

#### K. HAZARDOUS SUBSTANCES

9.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

#### L. LEGAL REMEDIES

9.21 All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is located and domiciled.

#### M. LICENSES

9.22 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

9.23 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

#### N. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

9.24 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

9.25 Awarded Vendors under this RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for equipment/products and related services and products/equipment and related services provided by third-party sourcing or service providers.

#### O. NON-WAIVER OF RIGHTS

9.26 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

#### P. PROTESTS OF AWARDS MADE

9.27 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative (you must document the authority of the Representative);
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation;
8. The aggrieved party's statement of potential financial damages;
9. A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### Q. PROVISIONS REQUIRED BY LAW

9.28 Proposer agrees in the performance of a Contract resulting from this RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

#### R. RIGHT TO ASSURANCE

9.29 Whenever one party to the awarded Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

#### S. SUSPENSION OR DISBARMENT STATUS

9.30 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### T. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

9.31 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by certain Members may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

9.32 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction relating to this RFP. Vendors shall comply with any such requirements or requests.

#### U. SEVERABILITY

9.32 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### V. RELATIONSHIP OF PARTIES

9.33 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

#### 10. FORMS

**[THE REST OF THIS PAGE WAS LEFT INTENTIONALLY BLANK. FORMS BEGIN  
ON NEXT PAGE]**



## Form A



### PROPOSER QUESTIONNAIRE- General Business Information

(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

#### Company Information

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Provide a copy of your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available) for your organization.
- 5) Does your company name match the name identified on your audited financial statements from previous year end (or an unaudited copy if an audited copy is not available)? If no, why not?
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) Provide profiles and an organizational chart for key management, sales management and marketing executives of your company that will oversee and ensure the successful implementation, execution and operation of a Contract resulting from this RFP.
- 8) How long has your company been in the "PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES", industry?
- 9) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
  - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
  - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
  - c) Are these individuals your employees, or the employees of a third party?
  - d) If applicable, is the Dealer Network independent or company owned?
- 10) Please provide your bond rating, and/or a credit reference from your bank.
- 11) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 12) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 13) Provide all "Suspension or Disbarment" information as defined and required herein. See Section U 9.31.

#### Industry-Marketplace Successes

- 14) List and document recent industry awards and recognition.
- 15) Supply three references/testimonials from customers of like status to NJPA Members to include Government and

Education agencies. Please include the customer's name, contact, and phone number.

- 16) Provide names and addresses of the top five (5) government or education agency customers to include the scope of projects, size of transaction, and dollar volumes from the past three (3) fiscal years.
- 17) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually

#### **Proposer's ability to sell and service nationwide**

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Describe your off shore contract sales capabilities and requirements. Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

#### **Marketing Plan**

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe your general marketing program strategy to promote the proposed Contract nationally and ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send examples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process? Yes/ No.
- 35) If yes, describe examples of E-procurement system(s) that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 36) Please describe how you will communicate your pricing and pricing strategy to your sales force nationally?

#### **Other Cooperative Procurement Contracts Held**

- 37) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the

Proposer.

- 38) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 39) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 40) What is the annual combined dollar sales volume for each of these contracts?
- 41) Identify any GSA Contracts held or utilized by the Proposer.
- 42) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 43) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract? \_\_\_\_ Yes \_\_\_\_ No Explain and demonstrate your commitment and/or restrictions.
- 44) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

#### **Value Added Attributes**

- 45) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? \_\_\_\_ Yes \_\_\_\_ No
- 46) Is this training standard as a part of a purchase or optional?
- 47) Describe current technological advances your proposed equipment/products and related services offer.
- 48) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 49) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 50) Identify any other unique or custom value added attributes of your company or your products/equipment or related services.
- 51) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 52) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 53) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 54) Describe any unique distribution and/or delivery methods or options offered in your proposal.

**(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Form B**



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

**COMPANY PERSONNEL CONTACTS**

Contract Manager \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Other contract management personnel

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS  
AND SOLUTIONS REQUEST**



Company Name: \_\_\_\_\_

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA Accepts	NJPA Rejects

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exception/s listed above:**

**Contract Award  
RFP #022113**

**FORM D**

**Formal Offering of Proposal**  
(To be completed Only by Proposer)



**PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES.**

In compliance with the Request for proposal (RFP) for "PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)



## Contract Acceptance and Award

(To be completed only by NJPA)

### NJPA 022113 PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES

\_\_\_\_\_  
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue for four years thereafter AND which is subject to annual renewal at the option of both parties. This contract has the consideration of an optional fifth year renewal option at the discretion NJPA.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of 20\_\_\_\_\_ NJPA Contract Number # 022113

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of 20\_\_\_\_\_ NJPA Contract Number # 022113

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of 20\_\_\_\_\_ NJPA Contract Number # 022113

PROPOSER ASSURANCE OF COMPLIANCE

## Proposal Affidavit Signature Page

## PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any product/equipment and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by this RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the equipment/products and services and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract, and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date



proposals were opened regarding this RFP, and

10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer hereby certifies their compliance with federal affirmative action requirements.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Form G.**



## OVERALL EVALUATION AND CRITERIA

For the Proposed Subject "PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES, AND SUPPLIES"

Conformance to terms and conditions to include documentation	50	
Pricing	400	
Financial, Industry and Marketplace Successes	75	
Bidder's Ability to Sell and Service Contract Nationally	100	
Bidder's Marketing Plan	50	
Value Added Attributes	75	
Warranty Coverages and Information.	50	
Selection and Variety of Products and Services Offered	200	
<b>Total Points</b>	<b>1000</b>	<b>0</b>
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders Dissadvantaged Business Entity Characteristics	50	
<b>Overall Evaluation Points</b>	<b>1100</b>	<b>0</b>

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



**Form P**

**PROPOSER QUESTIONNAIRE**  
**Products/Equipment, Pricing, Sector Specific, Services, Terms and Warranty**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

**Payment Terms and Financing Options**

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
- 4) Do you accept the P-card procurement and payment process?
- 5) Describe your ability to serve NJPA and NJPA Members through an E-Marketplace solution?

**Warranty**

- 6) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 7) Do all warranties cover all products/equipment parts and labor?
- 8) Do warranties impose usage limit restrictions?
- 9) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 10) Please list any other limitations or circumstances that would not be covered under your warranty.
- 11) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

**Equipment/Products and Related Services and Pricing**

- 12) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 13) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 14) Propose a strategy, process, and specific method of facilitating "Sourced Product/equipment and related services" or "Non-Standard Options" solution as defined herein.
- 15) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 16) Describe your ability to take advantage of, or operate with electronic marketplace solutions, if any.
- 17) If applicable, provide a "CORE LIST" of equipment/products and related services (defined as products/equipment or services most frequently used and highlighted with additional discounts when compared to the standard "Pricing") as a separate and named spreadsheet. Include special pricing, if any, on these items.
- 18) If applicable, provide a "Hot List" format of specific product/equipment and related services as defined herein.
- 19) Provide your NJPA customer volume rebate programs, as applicable.
- 20) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 21) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

22) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.  
Prices offered in this proposal are (Your proposal will be deemed "Non-Responsive" if this question is not answered):

- \_\_\_\_\_ a. Pricing is the same as typically offered to an individual municipality, Higher ed or school district.  
\_\_\_\_\_ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.  
\_\_\_\_\_ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.

23) Do you offer quantity or volume discounts? \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.

24) Describe in detail your proposed exchange and return program(s) and policy(s).

25) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services

26) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

#### Industry or Sector Specific Questions

27) NA

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 11. PRE-SUBMISSION CHECKLIST



### Pre-submission Checklist

- ☐ Have you read, and do you understand the intent this RFP?
- ☐ Have you attended the Pre-Proposal Conference for this RFP?
- ☐ Have you completed the questionnaires (Forms A & P) to the best of your ability?
- ☐ Have you submitted pricing for all of the product/equipment and related services you are proposing within the scope of this RFP?
- ☐ Have you packaged your Proposal submission identifying conspicuously "Competitive Proposal Enclosed, Please hold for public opening XX-XX-XXX"?
- ☐ Have you sent your package in sufficient time for physical delivery at 202 12th ST NE Staples, MN 56479 to occur prior to the deadline for delivery?
- ☐ Have you submitted hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P of this RFP?
- ☐ Have you submitted verification of liability insurance with the coverage and limits required in the RFP?
- ☐ Have you provided an electronic copy (saved on a CD or flash drive) of your entire proposal including, but not limited to, Forms A, B, C, D, E, F, & P in your proposal?

### Contents of your Proposal response:

- ☐ Hard copy original signed, completed, and dated forms C, D, E, and hard copy signed signature page only from forms A and P.
- ☐ Electronic submission of proposal forms A, B, C, D, E, F, & P (CD or flash drive).
- ☐ Certificate of Insurance (demonstration of insurability)

### Form Titles

Form A	Proposer Questionnaire – General Business Information
Form B	Proposer Information
Form C	Exceptions to Proposal, Terms, Conditions, and Solutions Request
Form D	Formal Offering of Proposal
Form E	Contract Acceptance and Award
Form F	Proposer Assurance of Compliance
Form G	Overall Evaluation and Criteria
Form P	Proposer Questionnaire – Products/equipment, Pricing, Sector Specific, Services, Terms and Warranty

## Addendum 012513

To that certain

RFP#022113

Issued by

The National Joint Powers Alliance®

For the procurement of

PLAYGROUND AND RECREATION RELATED EQUIPMENT, ACCESSORIES,  
AND SUPPLIES

Please consider the following to be a part of the above RFP:

Question:

Are you able to tell us how much has been sold under this contract specifically as it relates to playground equipment, installation, etc over the past several years?

Answer:

Approximately \$10 Million contract to date.

## Addendum 012513

To that certain

RFP#022113

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Answer:

Approximately \$10 Million contract to date.

 1-25-17

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Scott C. Stiles                      From: Kathy Bailor  
Dept.: City Manager                      Dept.: City Clerk  
Subject: Receive and file minutes      Date: 5/10/2016  
            from the April 12, 2016,  
            meeting. (*Action Item*)

---

Attached are the minutes from the April 12, 2016, meeting for the City Council to receive and file.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Minutes	5/3/2016	Backup Material	April_12__2016.docx



MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, April 12, 2016

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

At 6:38 p.m., Mayor Nguyen convened the meeting in the Council Chamber.

ROLL CALL      PRESENT:      (3)      Mayor Nguyen, Council Members Beard,  
Phan

ABSENT:      (2)      Council Member Bui absent at Roll Call, but  
joined the meeting at 7:09 p.m.  
Council Member Jones

INVOCATION

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

PRESENTATIONS

Community Spotlight: Recognition of Garden Grove residents for their service on the Orange County Grand Jury. (F: 52.3)

Orange County Streetcar presentation by Orange County Transportation Authority representatives. (F: 23.18)(XR: 52.3)

ORAL COMMUNICATIONS

Speakers: Joel Block, Douglas Hughes, Stephanie Klopfenstein, Robin Marcario, Josh McIntosh, Paul Nelson, David Twiss

RECESS

At 7:28 p.m., Mayor Nguyen declared a recess.

## RECONVENE MEETING

At 7:30 p.m., Mayor Nguyen reconvened the meeting with Council Members Beard, Bui, and Phan present.

## ADOPTION OF A RESOLUTION IN SUPPORT OF SB 969 TO ALLOW FOR THE SALE OF VIETNAMESE RICE CAKES AT ROOM TEMPERATURE (F: 67.1)

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

Resolution No. 9345-16 entitled A Resolution in support of Senate Bill 969 and urges the California State Legislature to pass this legislation to allow for the sale of Vietnamese Rice Cakes at room temperature, be adopted.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

## REJECT ALL BIDS AND RE-ADVERTISE FOR PROJECT NO. 7405 – LAMPSON AVENUE AND RANCHERO WAY STORM DRAIN AND ALLEY REHABILITATION (F: 92.proj.7405)

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

All bids received on Thursday, March 10, 2016, for Project No. 7405 - Lampson Avenue and Ranchero Way Storm Drain and Alley Rehabilitation be rejected; and

Staff be authorized to re-advertise the project.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

## AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE NEW AERIAL TRUCK (F: 60.4)

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

The Finance Director be authorized to issue a purchase order in the amount of \$170,003.58 to National Auto Fleet Group for the purchase of one new aerial truck.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

AUTHORIZE THE ISSUANCE OF A PURCHASE ORDER TO JOHN DEERE  
CONSTRUCTION RETAIL SALES FOR THE PURCHASE OF ONE BACKHOE (F: 60.4)

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

The Finance Director be authorized to issue a purchase order in the amount of \$101,063.84 to John Deere Construction Retail Sales for the purchase of one new backhoe.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

APPROVAL OF A COOPERATIVE AGREEMENT WITH THE SANTA ANA WATERSHED  
PROJECT AUTHORITY FOR WATER RATE STUDY GRANT FUNDING  
(F: 55-Santa Ana Watershed Project Authority)

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

The Cooperative Agreement with the Santa Ana Watershed Project Authority for Water Rate Study Grant Funding be approved, and

The City Manager be authorized to execute the Cooperative Agreement.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

CONSIDERATION OF FINAL PARCEL MAP NO. 2011-107 FOR THE PROPERTY  
LOCATED AT 9721 11<sup>TH</sup> STREET, GARDEN GROVE (F: 118.PM-2011-107)

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

The Final Parcel Map No. 2011-107 for the property located at 9721 11<sup>th</sup> Street, Garden Grove be approved.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

APPROVAL OF ORANGE COUNTY TRANSPORTATION AUTHORITY SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN FOR THE H. LOUIS LAKE SENIOR CENTER  
(F: 55-Orange County Transportation Authority – Senior Mobility Program)

This matter was considered separately from the Consent Calendar.

ADOPTION OF A RESOLUTION IMPLEMENTING THE MEMORANDUM OF UNDERSTANDING WITH THE GARDEN GROVE FIRE MANAGEMENT ASSOCIATION  
(F: 78.6B)

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

Resolution No. 9346-16 entitled A Resolution approving the Memorandum of Understanding on salaries, wages, and fringe benefits for the term 2016-2017 by and between the Garden Grove Fire Management Association and the City of Garden Grove be adopted.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

APPROVAL OF OVERNIGHT TRAINING FOR POLICE PERSONNEL TO ATTEND THE 2016 "INTERNET CRIMES AGAINST CHILDREN" TRAINING CONFERENCE (F: 82.1)

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

The request for three Police personnel to attend the Internet Crimes Against Children Training Conference, held in Atlanta, Georgia, April 19-22, 2016, be approved.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

MINUTES (F: Vault)

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

The minutes from the March 8, 2016, meeting be received and filed.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

WARRANTS (F: 60.5)

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

Payroll Warrants 179487 through 179534, and 179535 through 179582; Direct Deposits D290688 through D291371, and D291019 through D292054; and Wires W2218 through W2221, and W2222 through W2225; be approved as presented in the payroll register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

Regular Warrants 601673 through 602061, 602062 through 603367, and 603368 through 603593; Wires W1554 through W1557 and W1558; and Direct Deposits W602714 through W603367 be approved as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

APPROVAL OF ORANGE COUNTY TRANSPORTATION AUTHORITY SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN FOR THE H. LOUIS LAKE SENIOR CENTER  
(F: 55-Orange County Transportation Authority – Senior Mobility Program)

It was moved by Mayor Nguyen, seconded by Council Member Phan that:

The Agency Service Plan for the Orange County Transportation Authority for the City's Senior Mobility Program at the H. Louis Lake Senior Center be approved; and

The City Manager be authorized to execute the Agency Service Plan on behalf of the City.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

#### RECESS

At 7:32 p.m., Mayor Nguyen declared a recess.

#### RECONVENE MEETING

At 7:44 p.m., Mayor Nguyen reconvened the meeting with Council Members Beard, Bui, and Phan present.

#### APPOINTMENT OF STEPHANIE KLOPFENSTEIN TO THE PARKS, RECREATION, AND ARTS COMMISSION, AS REQUESTED BY MAYOR NGUYEN (F: 122.70A)

It was moved by Mayor Nguyen, seconded by Council Member Beard that

Stephanie Klopfenstein be appointed to the Parks, Recreation, and Arts Commission.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

#### DISCUSSION OF THE FEBRUARY 24, 2016, DISTRICT ATTORNEY REPORT SUBMITTED TO THE CITY, AS REQUESTED BY MAYOR PRO TEM JONES AND COUNCIL MEMBER BEARD (F: 46.5)

Council Member Phan announced that he is a County Employee with the District Attorney's Office, as well as a colleague of the writers of the report, and would be recusing himself from considering this matter.

#### COUNCIL MEMBER PHAN LEFT THE COUNCIL CHAMBER

Council Member Beard stated that an impasse is not the way of good governance, referring to the 2-2 vote about this matter at previous meetings regarding the audit of the Public Safety Administrative Officer's position. He outlined his provisions for an audit.

Mayor Nguyen commented that Council Member Beard's provisions go beyond those that the District Attorney's Office had suggested.

After additional comments by the City Council, the Mayor moved, seconded by Council Member Beard that staff be directed to bring back for the City Council consideration a report addressing all four of the District Attorney's recommendations.

The motion carried by a 3-0-2 vote as follows:

Ayes: (3) Beard, Bui, Nguyen  
Noes: (0) None  
Absent: (1) Jones, Phan

COUNCIL MEMBER PHAN RETURNED TO THE COUNCIL CHAMBER

COUNCIL MEMBER BUI LEFT THE COUNCIL CHAMBER

#### RECESS

At 8:04 p.m., Mayor Nguyen declared a recess.

COUNCIL MEMBER BUI RETURNED TO THE COUNCIL CHAMBER

#### RECONVENE MEETING

At 8:05 p.m., Mayor Nguyen reconvened the meeting with Council Members Beard, Bui, and Phan present.

PUBLIC HEARING – ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA PUBLIC FINANCING AUTHORITY (CALPFA) FOR THE BENEFIT OF 10632 BOLSA VENUE, LP TO ASSIST WITH FINANCING FOR THE 77-UNIT AFFORDABLE HOUSING PROJECT LOCATED AT 10632 BOLSA AVENUE, GARDEN GROVE (F: 60.1)

Staff announced that this item is being rescheduled to the May 24, 2016, City Council meeting.

PUBLIC HEARING - FISCAL YEAR 2016-17 ACTION PLAN FOR THE USE OF UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FUNDS (F: 117.10D)

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

Speakers: Josh McIntosh, Neighborhood Improvement and Conservation Commission Chair; Michael Sheppard, representing Grandma's House

of Hope.

There being no further response from the audience, the Public Hearing was declared closed.

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

The 2016-17 Action Plan for the use of U.S. Department of Housing and Urban Development Funds be approved; and

The City Manager be authorized to negotiate and execute related documents and agreements. (Some project-specific agreements may be brought before City Council for individual approval.)

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

PUBLIC HEARING – CONSIDERATION OF PROPOSED VOTING DISTRICT MAPS FOR THE FORMATION OF SIX COUNCIL DISTRICTS AND RECEIVE PUBLIC INPUT ON DISTRICT BOUNDARIES (F: 58.13)

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

Speakers: Maureen Blackmun, Daniel Bravo, Richard Bui, Lou Correa, Benny Diaz, Khoa Do, John Holm, Steven Mai, Robin Marcario, Alice Phan, Charles Mitchell, Anh Nguyen, Diedre Nguyen, Hung Nguyen, Kim Nguyen, Nancy Nguyen, John O'Neill, Ed Portillo, Elizabeth Raganold, Adam Ribota, Laura Hien Tran, Lien Tran, Tammy Tran, Vu Le Vinh, Trinh Vo

There being no further response from the audience, the Public Hearing was declared closed.

RECESS

At 9:45 p.m., Mayor Nguyen declared a recess.

RECONVENE MEETING

At 9:54 p.m., Mayor Nguyen reconvened the meeting with Council Members Beard, Bui, and Phan present.



Commenting that the overwhelming majority of the speakers were in support for the map submitted by Kim Nguyen identified as Submission 1, Mayor Nguyen moved that staff be directed to prepare an implementing ordinance for the preferred voting district boundaries and Submission 1 map.

Council Member Phan stated that the numbers for each of the three maps under consideration breakout the same way. He expressed concern with the Submission 1 map boundaries of District 3 and 4 going north up to Chapman, noting that the Garden Grove Neighborhood Association is opposed to this map and is supportive of the Submission 2D map.

In response to Council Member Bui's question of getting the two groups together to come to some understanding about the two maps, staff indicated that the groups have met and no compromise could be made.

Council Member Beard indicated he was in support of the Sample 6E map.

Council Member Bui seconded Mayor Nguyen's motion.

After additional discussion, the foregoing motion failed by a 2-2 vote as follows:

Ayes: (2) Bui, Nguyen  
Noes: (2) Beard, Phan  
Absent: (1) Jones

After further discussion, and as recommended by Acting City Attorney Sandoval, it was moved by Council Member Bui, seconded by Mayor Nguyen that the City Council reconsider its vote on this matter.

The motion carried by a 4-0 vote as follows:

Ayes: (4) Beard, Bui, Phan, Nguyen  
Noes: (0) None  
Absent: (1) Jones

Council Member Phan indicated that he needed additional time to review the maps before he could make an informed decision. He had questions for the authors of the maps.

Mayor Nguyen suggested that Council Member Phan ask Kim Nguyen, author of Submission 1 map, during the meeting.

Kim Nguyen responded to Council Member Phan's and the rest of City Council's questions.

Council Member Phan stated that he still was not ready to vote for any of the maps at this time.

Council Member Beard indicated that he was still in support of map 6E.

It was moved by Council Member Bui, seconded by Mayor Nguyen that staff be directed to prepare an implementing ordinance for the preferred voting district boundaries and Submission 1 map.

The motion failed by a 2-2 vote as follows:

Ayes: (2) Bui, Nguyen  
Noes: (2) Beard, Phan  
Absent: (1) Jones

APPOINTMENT OF STEPHANIE KLOPFENSTEIN TO THE PARKS, RECREATION, AND ARTS COMMISSION, AS REQUESTED BY MAYOR NGUYEN (F: 122.70A)

This matter was considered earlier during the meeting.

DISCUSSION OF THE FEBRUARY 24, 2016, DISTRICT ATTORNEY REPORT SUBMITTED TO THE CITY, AS REQUESTED BY MAYOR PRO TEM JONES AND COUNCIL MEMBER BEARD (F: 46.5)

This matter was considered earlier during the meeting.

AERIAL SPRAYING BY THE ORANGE COUNTY VECTOR CONTROL (F: 23.20)

Aerial Spraying for invasive mosquitoes and Zika Virus is on the agenda for the April 21, 2016, Orange County Vector Control Meeting. The next City Council meeting is after this meeting. Due to this timing, it was determined that this was an emergency item.

It was moved by Mayor Nguyen, seconded by Council Member Bui that this item be added to tonight's agenda.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

After discussion of the public's concern regarding aerial spraying, it was moved by Mayor Nguyen, seconded by Council Member Bui that:

The City Council take a formal position against aerial spraying by Vector Control over the city of Garden Grove; and

A letter be sent to Robin Marcario, the City's representative to the Vector Control Board, urging her to vote no at the April 21, 2016, Vector Control meeting.  
The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

MATTERS FROM THE MAYOR, CITY COUNCIL MEMBERS, AND CITY MANAGER  
(F: 50.3)

Council Member Bui reported that he has had several complaints from homeowners that Code Enforcement is citing them for not following the Landscaping Ordinance. They are using rock and pavers in their yards in order to save water during the drought conditions.

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

Staff be directed to determine how widespread this issue is throughout the city; and

Staff return with recommended changes to the Landscaping Code in light of the drought conditions.

The motion carried by a 4-0-1 vote as follows:

Ayes: (4) Beard, Bui, Nguyen, Phan  
Noes: (0) None  
Absent: (1) Jones

Mayor Nguyen requested that Code Enforcement put a moratorium on writing citations for Landscape Code violations until the City Council has an opportunity to review the recommendations.

CONVENE CLOSED SESSION

At 10:57 p.m., Mayor Nguyen announced that the City Council was going into Closed Session in the Founders Room to discuss the following matters:

Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6(f)

City designated representative: Laura Stover, Human Resources Director

Employee Organizations: Orange County Employee's Association (OCEA), OCEA Employee's League

Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9(d)(1)  
Venegas vs. Garden Grove, (OCSC Case No. 30-2015—00789464)

Conference with Legal Counsel – Anticipated Litigation

Pursuant to Government Code Section 54956.9(d)(3) – one potential case  
Regarding a tort claim submitted by Jeremy Broadwater.

ADJOURNMENT OF CLOSED SESSION

At 11:43 p.m., Mayor Nguyen adjourned the Closed Session.

CONVENE REGULAR MEETING

At 11:44 p.m., Mayor Nguyen reconvened the meeting with Council Members  
Beard, Bui, and Phan present.

CLOSED SESSION REPORT

Acting City Attorney Sandoval announced that there was no reportable action.

ADJOURNMENT

At 11:45 p.m., Mayor Nguyen adjourned the meeting. The next City Council Meeting  
will be held on Tuesday, April 26, 2016, at 5:30 p.m. at the Community Meeting  
Center, 11300 Stanford Avenue, Garden Grove, California.

Kathleen Bailor, CMC  
City Clerk

## City of Garden Grove

# INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Kathy Bailor
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Approval of Warrants. (Action Item)	Date:	5/10/2016

Attached are the City Council warrants for approval.

**ATTACHMENTS:**

Description	Upload Date	Type	File Name
Warrants	5/4/2016	Backup Material	cc_warrants.pdf
Addendum	5/5/2016	Cover Memo	City_Council_addendum_to_warrants_5-10-16.pdf

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
597953	RANCHO ALISAL	REV & VOID	-4,358.00 *
598116	WINDWOOD KNOLL	REV & VOID	-2,829.00 *
599872	VCFD	REV & VOID	-150.00 *
602061	CULVER COMPANY	REV & VOID	-1,044.91 *
603879	MCFADDEN DALE INDUSTRIAL HARDWARE	REV & VOID	-240.30 *
603895	VERITIV OPERATING COMPANY	REV & VOID	-1,872.50 *
603998	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	115,465.54 *
603999	FIRST BANKCARD UNION BANK OF CALIFORNIA	ADMN/ENTRANCE FEE	484.70
		FaCT:CAC EXP	141.00
		FaCT:FOST/ADOPT	150.00
		FOOD	182.86
		OFFICE SUPPLIES/EXP	179.12
		MINOR OFFICE FURN/EQ	119.33
		OTHER MINOR TOOLS/EQ	414.89
			1,671.90 *
604000	FIRST BANKCARD UNION BANK OF CALIFORNIA	NETWORKING SERVICES	84.65
		OFFICE SUPPLIES/EXP	413.15
		MINOR OFFICE FURN/EQ	894.27
			1,392.07 *
604001	FIRST BANKCARD UNION BANK OF CALIFORNIA	REGISTRATION FEES	150.00
		FOOD	303.05
		OTHER FOOD ITEMS	62.06
		MINOR OFFICE FURN/EQ	156.59
			671.70 *
604002	FIRST BANKCARD UNION BANK OF CALIFORNIA	REPAIRS-FURN/MACH/EQ	219.60
		L/S/A TRANSPORTATION	214.40
		TAXES/LICENSES	49.99

PAGE TOTAL FOR "\*" LINES = 108,706.50

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OTHER MINOR TOOLS/EQ	125.00
			608.99 *
604003	FIRST BANKCARD UNION BANK OF CALIFORNIA	FOOD	52.85
		OFFICE SUPPLIES/EXP	105.22
		PINS/MEMENTOS	64.75
			222.82 *
604004	FIRST BANKCARD UNION BANK OF CALIFORNIA	TRUST FUND EXPEND	127.61
		FACT:CAC EXP	100.00
		OTHER AGR SUPPLIES	405.00
		FOOD	110.83
		FOOD SERV SUPPL	211.54
		OTHER FOOD ITEMS	198.33
		MEDICAL SUPPLIES	1.70
		OFFICE SUPPLIES/EXP	22.94
		AWARDS/TROPHIES	60.00
		OTHER REC/CULT SUPP	547.84
			1,785.79 *
604005	PDAOC CITY OF SANTA ANA	DUES/MEMBERSHIPS	54.00 *
604006	PERSONNEL TESTING COUNCIL/SC	DUES/MEMBERSHIPS	120.00
		TUITION/TRAINING	75.00
			195.00 *
604007	DIVISION OF THE STATE ARCHITECT	STATE ADA PASSTHRU	1,411.80 *
604008	FUN EXPRESS	ADMN/ENTRANCE FEE	1,362.80 *
604009	LOS SANCHEZ	TRUST FUND EXPEND	680.00 *
604010	CITY OF IRVINE	TUITION/TRAINING	30.00 *
604011-604014	VOID WARRANTS		
604015	AT&T	TELEPHONE	24,276.82 *
604016	AT&T	TELEPHONE	2,043.59 *
604017	CITY OF GARDEN GROVE	WATER	197.29 *
604018-604021	VOID WARRANTS		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604022	SO CALIF EDISON CO	ELECTRICITY	175,909.95 *
604023	SO CALIF GAS CO	NATURAL GAS	6,189.75 *
604024	TIME WARNER CABLE	CABLE	438.67 *
604025	DLT SOLUTIONS, LLC	SOFTWARE	9,027.34 *
604026	GARDEN GROVE SECURED STORAGE	LAND/BLDG/ROOM RENT	230.00 *
604027	KELLY PAPER	PAPER/ENVELOPES	654.21 *
604028	SMART & FINAL	DONATE-BCYFC PARE	63.16
		TRUST FUND EXPEND	380.23
		FaCT:FOST/ADOPT	31.73
		FaCT:STGTH FTHRS	40.92
		FOOD	30.06
		FOOD SERV SUPPL	161.40
		BOTTLED WATER	13.48
		OTHER FOOD ITEMS	1,212.77
		OTHER MINOR TOOLS/EQ	175.02
			2,108.77 *
604029	SOUTHERN CALIFORNIA GAS CO ML 711D	REPAIRS-FURN/MACH/EQ	2,522.04 *
604030	TELEPACIFIC COMMUNICATIONS	NETWORK COMMUNICT	839.28 *
604031	EMS PERSONNEL FUND	DUES/MEMBERSHIPS	200.00 *
604032	VOID WARRANT		
604033	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,890.00 *
604034	ROWE, CRAIG	TRUST FUND EXPEND	350.00 *
604035	SARBS OF CWEA	DUES/MEMBERSHIPS	164.00 *
604036	NWN CORPORATION	OFFICE SUPPLIES/EXP	265.68
		MINOR OFFICE FURN/EQ	1,075.79
			1,341.47 *

PAGE TOTAL FOR "\*" LINES = 201,865.48



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604037	JESSE QUINALTY DBA RED HELMET TRAINING	TUITION/TRAINING	225.00 *
604038	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
604039	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
604040	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
604041	KEVIN BOTKA	OTHER PROF SERV	500.00 *
604042	EMS PERSONNEL FUND	DUES/MEMBERSHIPS	200.00 *
604043	EMS PERSONNEL FUND	DUES/MEMBERSHIPS	250.00 *
604044	ESPINOZA, VERNA	MED TRUST REIMB	900.12
		DEP CARE REIMB	540.02
			1,440.14 *
604045	HERNANDEZ, GARY	MED TRUST REIMB	203.85 *
604046	KAWELL*, RHONDA C.	MED TRUST REIMB	600.00 *
604047	LEE, GRACE	DEP CARE REIMB	192.30 *
604048	MA'AE, ELAINE M	MED TRUST REIMB	959.92 *
604049	PHI, THYANA	DEP CARE REIMB	192.30 *
604050	POMEROY*, TERESA L.	MED TRUST REIMB	95.00 *
604051	RUITENSCHILD, LES	DEP CARE REIMB	192.30 *
604052	STAUFFER, BENJAMIN L.	MED TRUST REIMB	1,487.34 *
604053	TRUHILL, JUSTIN	MED TRUST REIMB	1,944.03 *
604054	VERDE INVESTMENTS, INC.	INTEREST COSTS	8,009.97
		LONG TERM DEBT	5,154.45
			13,164.42 *
604055	WHITMAN*, TRAVIS J.	MED TRUST REIMB	167.90 *

PAGE TOTAL FOR "\*" LINES = 21,964.50

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604056	HODSON, AARON	DEP CARE REIMB	138.46 *
604057	LADNEY, MARK	MED TRUST REIMB	40.00 *
604058	MEDINA-WHITTAKER, LUCIA	MED TRUST REIMB	784.16 *
604059	LIZ VASQUEZ	DEP CARE REIMB	96.23 *
604060	PAYAN, CRISTINA	MED TRUST REIMB	410.00
		DEP CARE REIMB	700.00
			1,110.00 *
604061	DELTA CARE USA	SELF-INS ADMN	7,170.95 *
604062	HDL COREN & CONE	OTHER PROF SERV	5,312.50 *
604063	HINDERLITER, DE LLAMAS & ASSOCIATES	OTHER PROF SERV	2,250.00 *
604064	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	11,530.35 *
604065	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	7,828.90 *
604066	MAULE, CHEYNE	L/S/A TRANSPORTATION	54.25 *
604067	SAFEWAY INC	OTHER FOOD ITEMS	36.47 *
604068	U.S. BEHAVIORAL HEALTH PLAN, CA	NON-SPEC CONTR SERV	1,632.40 *
604069	OCSD FINANCIAL MNGNT DIV	SEWER FEES	14,952.05 *
604070	LBC LP DBA MATHIS BROTHERS FURNITURE	MINOR FURN/EQUIP	1,598.33 *
604071	ANGELS BASEBALL	ADMN/ENTRANCE FEE	1,140.00 *
604072	ABC RESOURCES	DEPOSIT REFUND	1,200.00
		WATER REFUND	-93.00
			1,107.00 *
604073	APP-ORDER, LLC	OTHER PROF SERV	340.00 *
604074	AGUIRRE, ANTHONY	UNIFORMS	100.00 *
604075	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	1,582.08 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604076	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	1,070.94 *
604077	MAYFLOWER DISTRIBUTING CO	TRUST FUND EXPEND	173.98 *
604078	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	9,797.96 *
604079	APPLE INC	HARDWARE	3,790.32 *
604080	AQUA-METRIC SALES, CO.	OTHER MAINT ITEMS	1,054.96 *
604081	DE PAR, INC. DBA ENTHALPY ANALYTICAL, INC.	OTHER PROF SERV	3,149.00 *
604082	AUDIO/VIDEO SERVICES	REPAIRS-FURN/MACH/EQ	300.00 *
604083	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	516.63 *
604084	BISHOP CO.	WHSE INVENTORY	473.04 *
604085	BOLSA NURSERY	TREES	293.76 *
604086	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,967.56 *
604087	CJ CONCRETE CONSTRUCTION, INC.	MAINT-SERV CONTRACTS	124,904.80 *
604088	CSG CONSULTANTS, INC.	OTHER PROF SERV	7,544.82 *
604089	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	4,964.16 *
604090	CASILLAS, VICTORIA	FOOD	100.00
		OTHER FOOD ITEMS	34.84
			134.84 *
604091	CAMERON WELDING SUPPLY	ASPHALT PRODUCTS	83.22 *
604092	CLEANSTREET	STREET SWEEPING SERV	530.60
		OTHER MAINT ITEMS	96.60
			627.20 *
604093	CODE CONSULTING GROUP, LLC	OTHER PROF SERV	2,700.00 *
604094	COMLINK LASERCARE	REPRO SUPPLIES	171.72 *
604095	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	3,596.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604096	CONTROL AUTOMATION DESIGN	MAINT-SERV CONTRACTS	12,420.00 *
604097	MPULSE INC.	WHSE INVENTORY	135.00 *
604098	CRUISE, GERALD J	INSTRUCTOR SERVICES	166.32 *
604099	EDWARD MEDICAL GROUP	MEDICAL SERVICES	780.00 *
604100	EWING IRRIGATION PRODUCTS, INC.	ELECTRICAL SUPPLIES	1,235.64
		PIPES/APPURTENANCES	2,515.45
		OTHER MAINT ITEMS	378.45
			4,129.54 *
604101	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	3,018.00 *
604102	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.68 *
604103	FEDERAL EXPRESS CORP	DELIVERY SERVICES	225.89 *
604104	FORD OF ORANGE	MOTOR VEH PARTS	399.93 *
604105	FRANKS, JAMES D.	MILEAGE REIMB	122.50
		SUBSISTENCE	40.00
			162.50 *
604106	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	64.24 *
604107	GBS LINENS	LAUNDRY SERVICES	175.82 *
604108	GARDEN GROVE UNIFIED SCHOOL DIST	LAND/BLDG/ROOM RENT	898.54 *
604109	GOMEZ, JOSE	DUES/MEMBERSHIPS	164.00 *
604110	HARRINGTON INDUSTRIAL PLASTICS LLC	PIPES/APPURTENANCES	62.05 *
604111	HILLCO FASTENER WAREHOUSE	MOTOR VEH PARTS	30.24 *
604112	HILL'S BROS LOCK & SAFE INC	MOTOR VEH PARTS	158.33
		OTHER MINOR TOOLS/EQ	756.00
		HARDWARE	559.92
			1,474.25 *
604113	HOME COMFORT USA	BLDG PERMIT REFUND	4.00

PAGE TOTAL FOR "\*" LINES = 24,385.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		FEE REFUND	8.00
		PLAN CK FEE REFUND	108.80
		ELECTRL P/C FEES REF	0.80
			121.60 *
604114	HYDRO-SCAPE PRODUCTS INC	PIPES/APPURTENANCES	1,850.47
		OTHER MAINT ITEMS	191.27
			2,041.74 *
604115	INTERVAL HOUSE	OTHER PROF SERV	959.36 *
604116	JIG CONSULTANTS	ENGINEERING SERVICES	15,818.00 *
604117	JAY'S CATERING	CATERING SERVICES	707.40 *
604118	KNORR SYSTEMS, INC.	REGISTRATION FEES	6.00 *
604119	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,863.22 *
604120	SUREGLOW.COM DBA GLOWSOURCE.COM LIGHTED UNIV	OTHER REC/CULT SUPP	1,398.46 *
604121	MEDLINE INDUSTRIES INC DBA MEDCAL SALES LLC	MEDICAL SUPPLIES	1,154.14 *
604122	MARIN, ANGIE	DEPOSIT REFUNDS	25.00 *
604123	MC MASTER-CARR SUPPLY CO	OTHER MAINT ITEMS	51.18 *
604124	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	4,168.63 *
604125	METRO CITIES FIRE AUTH-	TELEPHONE	258.28 *
604126	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	180.00 *
604127	NIAGARA PLUMBING	PAINT/DYE/LUBRICANTS	14.80
		PIPES/APPURTENANCES	234.24
			249.04 *
604128	NICKEY PETROLEUM CO., INC.	PAINT/DYE/LUBRICANTS	769.91 *
604129	R.J. NOBLE COMPANY	OTHER MAINT ITEMS	3,611.05 *
604130	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	3,036.12 *

PAGE TOTAL FOR "\*" LINES = 36,419.13

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604131	VOID WARRANT		
604132	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	3,416.05 *
604133	OPPERMAN & SONS TRUCK	MOTOR VEH PARTS	1,457.24 *
604134	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	7,308.00 *
604135	O.C. HOUSING AUTHORITY ACCTG DEPT.	MOBILITY INSP FEE	2,325.00 *
604136	ORANGE COUNTY STRIPING SERV	OTHER PROF SERV	3,691.93 *
604137	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	435.00 *
604138	PDAOC CITY OF SEAL BEACH	DUES/MEMBERSHIPS	27.00 *
604139	PEREZ, MARIA	DEPOSIT REFUNDS	1,000.00 *
604140	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	NETWORKING SERVICES	260.00
		OTHER PROF SERV	5,690.00
			5,950.00 *
604141	PETTY CASH - MUN SRVC CTR	PW CUST SVC COMM	54.14
		TELEPHONE	40.00
		REPAIRS-FURN/MACH/EQ	23.33
		DUES/MEMBERSHIPS	45.00
		TUITION/TRAINING	70.00
		OTHER EDUCATION EXP	64.50
		MV GAS/DIESEL FUEL	211.84
		PAINT/DYE/LUBRICANTS	5.99
		ELECTRICAL SUPPLIES	12.42
		REPRO SUPPLIES	97.19
		OFFICE SUPPLIES/EXP	23.75
		FURN/MACH/EQUIP REPL	6.75
			654.91 *
604142	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	610.00 *
604143	QUINN POWER SYSTEMS ASSOCIATES	REPAIRS-FURN/MACH/EQ	1,878.53 *
604144	RCS INVESTIGATIONS & CONSULTING	OTHER PROF SERV	6,600.00 *
604145	R.H.F. INC.	REPAIRS-FURN/MACH/EQ	843.01 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604146	RED WING SHOE STORE-WEST	SAFETY EQ/SUPPLIES	40.00 *
604147	THE ORANGE COUNTY REGISTER	ADVERTISING	529.10
		OTHER PROF SERV	421.35
			950.45 *
604148	RENTOKIL NORTH AMERICA, INC. DBA WESTERN EXTERMINATOR CO	MAINT OF REAL PROP	3,684.00 *
604149	RICOH USA, INC DBA RICOH LEGAL DOC SERV	MAINT-SERV CONTRACTS	9,030.45
		SOFTWARE	370.00
			9,400.45 *
604150	RONSTADT, RICK	TUITION/TRAINING	330.00 *
604151	SCHAEFER, NICK	TUITION/TRAINING	250.00 *
604152	SEARCY, DONALD	DEPOSIT REFUNDS	500.00 *
604153	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
604154	SIEMENS INDUSTRY, INC.	MAINT-SERV CONTRACTS	5,829.55 *
604155	SIMPSON CHEVROLET OF GG	MOTOR VEH PARTS	1,548.43 *
604156	SOUTH COAST A.Q.M.D	PERMITS/OTHER FEES	467.98 *
604157	SOUTHERN CALIFORNIA GAS CO ML 711D	MAINT-SERV CONTRACTS	575.00 *
604158	SPARKLETTS	BOTTLED WATER	201.74 *
604159	STERN, BETH	DEPOSIT REFUNDS	560.00 *
604160	SUNBELT RENTALS	HEAVY EQUIP RENTAL	359.85 *
604161	TT TECHNOLOGIES, INC	WHSE INVENTORY	1,458.00 *
604162	THOMPSON DOOR & FRAME INC.	HARDWARE	369.84 *
604163	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	135.00 *
604164	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	6,067.83 *
604165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	537.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604166	UNIFIRST CORP	OTHER RENTALS	48.46
		LAUNDRY SERVICES	703.75
			752.21 *
604167	UNITED PARCEL SERVICE	DELIVERY SERVICES	37.91 *
604168	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	213.30 *
604169	VALLEY POWER SYSTEMS, INC.	MOTOR VEH PARTS	41.30 *
604170	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	2,048.06 *
604171	WIN NGUYEN CONSTRUCTION	GEN PLAN FEE REF	31.86
		BSASRF STATE FEE	1.60
		FEE REFUND	12.00
		PC FEE REFUND	30.40
		PLAN CK FEE REFUND	78.80
		ELECTRL P/C FEES REF	23.20
		PERMIT REFUND	413.14
			591.00 *
604172	GRAINGER	WHSE INVENTORY	440.83
		OTHER MAINT ITEMS	620.11
		OTHER MINOR TOOLS/EQ	38.26
			1,099.20 *
604173	WALTERS WHOLESALE ELECTRIC	ELECTRICAL SUPPLIES	210.05 *
604174	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	1,083.60 *
604175	WAXIE SANITARY SUPPLY	WHSE INVENTORY	3,336.09 *
604176	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	604.64 *
604177	WEST-LITE SUPPLY CO INC	ELECTRICAL SUPPLIES	270.98 *
604178	FERGUSON ENTERPRISES, INC	LABORATORY CHEMICALS	11.93 *
604179	WESTERN OIL SPREADING SERVICES	ASPHALT PRODUCTS	600.23 *
604180	WINNERS CIRCLE TROPHY COMPANY	AWARDS/TROPHIES	226.80 *
604181	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	86,472.15 *



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604182	ZOLL MEDICAL CORP	MEDICAL SUPPLIES	1,512.61 *
604183	LOVELY, NORMAN	TUITION/TRAINING	530.00 *
604184	SARMIENTO, ADRIAN	SAFETY EQ/SUPPLIES	156.59 *
604185	WESTERN WATER WORKS	WHSE INVENTORY	24,235.20 *
604186	TRELOAR, TOM	TRUST FUND EXPEND	200.00
		OTHER PROF SERV	200.00
			400.00 *
604187	PELRAC	REGISTRATION FEES	60.00 *
604188	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	493.49 *
604189	MCFADDEN DALE INDUSTRIAL HARDWARE	OTHER MINOR TOOLS/EQ	120.15 *
604190	LEVEL 27 MEDIA	SIGNS/FLAGS/BANNERS	155.84 *
604191	PULIDO, ANA	FOOD	110.45 *
604192	ORANGE COUNTY REGISTER	ADVERTISING	529.10 *
604193	ULINE INC.	OTHER MINOR TOOLS/EQ	413.53 *
604194	EMERGENCY MEDICAL SERVICES AUTH	TUITION/TRAINING	185.00 *
604195	MARIE CALLENDER'S	FOOD	201.19 *
604196	EMS PERSONNEL FUND	DUES/MEMBERSHIPS	200.00 *
604197	AT&T TELECONFERENCE SERVICES	TELEPHONE	32.38 *
604198	ALAMO, ROSAMARIA	OTHER PROF SERV	1,012.50 *
604199	FAIRVIEW FORD SALES, INC	MOTOR VEHICLE REPL	78,308.86 *
604200	LOS ANGELES FREIGHTLINER	MOTOR VEH PARTS	903.40 *
604201	VORTEX INDUSTRIES INC FILE 1095	MAINT OF REAL PROP	1,837.73
		ELECTRICAL SUPPLIES	628.72
			2,466.45 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604202	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,450.92 *
604203	911 VEHICLE	REPAIRS-FURN/MACH/EQ	12,285.04 *
604204	CAMFIL, USA INC.	OTHER MAINT ITEMS	689.10 *
604205	DARTCO	REPAIRS-FURN/MACH/EQ	12,273.49 *
604206	KAYE'S KITCHEN	FOOD	110.00 *
604207	PACIFIC COAST BOLT CORP	WHSE INVENTORY	147.60 *
604208	SWANK MOTION PICTURES, INC.	TAXES/LICENSES	578.00 *
604209	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	260.55 *
604210	SAFE SCHOOLS CONFERENCE	TUITION/TRAINING	299.00 *
604211	BOYS TOWN CALIFORNIA, INC.	OTHER PROF SERV	3,554.65 *
604212	TEAM OF ADVOCATES FOR SPECIAL KIDS	OTHER PROF SERV	1,210.49 *
604213	VN-US IMMIGRATION & SERVICES	OTHER PROF SERV	366.00 *
604214	PETCO ANIMAL SUPPLIES, INC.	TRUST EXP	111.58 *
604215	R DEPENDABLE CONST INC	MAINT OF REAL PROP	4,400.00 *
604216	LABSOURCE, INC.	WHSE INVENTORY	2,210.00 *
604217	AMERICAN ASPHALT SOUTH, INC.	MAINT-SERV CONTRACTS	8,514.66 *
604218	COMMERCIAL DOOR OF ORANGE COUNTY, INC.	BLDGS/IMPROVEMENTS	11,389.49 *
604219	THATTE, SAM DBA SAM THATTE VISUAL COMM.	OTHER PROF SERV	450.00 *
604220	BUTTRICK, KELLEY DBA KB VOICEOVERS, LLC	OTHER PROF SERV	150.00 *
604221	AUTOZONE STORES, INC.	MOTOR VEH PARTS	199.79 *
604222	JEMIOLA, JORDAN	TUITION/TRAINING	280.00 *
604223	CARRANZA, CHRISTOPHER	OTHER PROF SERV	95.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604224	DEPARTMENT OF JUSTICE ACCOUNTING/CASHERING DEPT	LIFESCAN FEE-DOJ	1,089.00 *
604225	STAR LAMINATORS, INC.	PRINTING	270.00 *
604226	ARTI NEHRU	OTHER PROF SERV	537.50 *
604227	LOPEZ, JOSE	DEPOSIT REFUNDS	500.00 *
604228	CANNON, TIMOTHY	SAFETY EQ/SUPPLIES	42.50 *
604229	TOPAZ ALARM CORP	OTHER PROF SERV	457.50 *
604230	CENTURY INDUSTRIES LLC	ELECTRICAL SUPPLIES	1,725.84 *
604231	SEAVCO IVR SEAVER MOTORCYCLES	MOTOR VEHICLE MAINT	1,867.36 *
604232	LINE GEAR FIRE & RESCUE EQUIPMENT	WILDLAND/SAFETY	203.91 *
604233	CORELOGIC SOLUTIONS, LLC	SOFTWARE	394.50 *
604234	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	11,029.39 *
604235	JORGE BARRAGAN DBA JB GRAPHIX	SIGNS/FLAGS/BANNERS	1,974.37 *
604236	BLR	SAFETY EQ/SUPPLIES	343.55 *
604237	SOC OPEN AIR THEATRE SOCIETY SHAKESPEARE ORANGE COUNTY	OTHER PROF SERV	11,902.11 *
604238	WORK DOGS INT.	TRUST EXP	200.00 *
604239	DME, INC.	OTHER MAINT ITEMS	1,645.83 *
604240	CORNERSTONE COMMUNICATIONS, INC.	COMMUNITY RELATIONS	4,000.00 *
604241	CULVER-NEWLIN	MONITORED MINOR EQ	7,387.20 *
604242	GREAT REUNIONS	ADVERTISING	345.67 *
604243	MAYER PRINTERS	PAPER/ENVELOPES	156.60 *
604244	SAN DIEGO POLICE EQUIPMENT	GUNS/AMMUNITION	1,069.43 *
604245	WALLY FOX ELECTRIC MOTOR REPAIR	OTHER BLD/EQ/ST SERV	317.88 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/27/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604246	PRINT MASTERS 85	ADVERTISING	366.28
		SIGNS/FLAGS/BANNERS	1,087.52
			1,453.80 *
604247	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	TELEPHONE	2,776.72
		OTHER RENTALS	1,755.00
		FORENSIC SERV	38,912.66
			43,444.38 *
604248	CA SCIENCE CENTER FOUNDATION	ADMN/ENTRANCE FEE	25.00 *
604249	NATIONAL CREDIT REPORTING	OTHER PROF SERV	68.75 *
604250	VALENCIA, ARMANDO	TRUST FUND EXPEND	175.00 *
604251	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	2,223.72 *
604252	ICMA ICMA MEMBERSHIP PAYMENTS	DUES/MEMBERSHIPS	1,600.00 *
604253	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	375.00 *
604254	CRESTLINE CO INC CRESTLINE SPECIALTIES, INC.	ADVERTISING	1,347.91 *
604255	COMMUNITY SENIORSERV	CONTRACTUAL SERV	5,000.00 *
W1565	KS STATE BANK	INTEREST COSTS	549.38
		LONG TERM DEBT	7,327.70
			7,877.08 *
W1566	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	423,226.27 *

PAGE TOTAL FOR "\*" LINES = 486,816.91

FINAL TOTAL 1,526,781.94 \*

DEMANDS #603998 - 604255 AND WIRES W1565 - W1566 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 27, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
 KINGSLEY C. OKEREKE - FINANCE DIRECTOR

179632	JONATHAN B WAINWRIGHT	1833.73	179633	JASON A FERTAL	137.90
179634	KIMBERLY HUY	2890.26	179635	SAMUEL K KIM	1831.76
179636	KATHLEEN BAILOR	2632.25	179637	TERESA L POMEROY	2207.06
179638	MICHAEL J MC CLELLAN	2263.59	179639	KAREN J BROWN	614.74
179640	JUDITH A MOORE	1864.07	179641	DIANE BELAIR	1851.64
179642	AMANDA M POLLOCK	1121.40	179643	NANCY J RAGEN	536.97
179644	JO ANNE M CHUNG	1747.22	179645	TIMOTHY E THRONE	437.69
179646	THOMAS E BUTTERS	1969.26	179647	RYAN H DAVIS	410.05
179648	CHRIS M VERES	2716.89	179649	ANTHONY U AGUIRRE	402.66
179650	ROBERT R MOUNGEY	785.72	179651	MICHAEL F ROCHA	1839.01
179652	RONALD D GUSMAN	656.15	179653	JAVIER RODRIGUEZ	982.20
179654	HIEN M VO	695.86	179655	DANIEL C MOSS	2611.24
179656	YUKIYOSHI NAKAGAWA	1377.67	179657	CHRISTOPHER A RAHE	562.55
179658	FRANK X DE LA ROSA	1384.88	179659	ANA E PULIDO	3269.27
179660	STEPHANIE AMBRIZ	161.83	179661	DEANNA M CHUMACERO	943.36
179662	MARLOWE L CONTI	198.12	179663	KEVIN J CUMMINGS	160.98
179664	STEVEN E GOMEZ	241.21	179665	NOEL N NICHOLAS	879.71
179666	PHILIP J SEYMOUR	254.68	179667	JACLYN M TROM	643.23
179668	PARKER W CARY	1754.93	179669	BRYSON T DAHLHEIMER	1645.79
179670	TIFFANY M GRIEGO	543.20	179671	MICHELLE N ESTRADA-MONSA	278.27
179672	KEIRA LONG	1582.65	179673	RUSSELL B DRISCOLL	424.58
179674	RANDY L TUCKER	963.45	179675	SHELBY KEUILIAN	641.62
179676	JOAN M CEPLIUS	814.16	179677	SPENCER T TRAN	1604.93
179678	O.C.E.A. GENERAL	2090.31	179679	O.C.E.A.	1040.55
179680	COMMUNITY HEALTH CHARITI	50.00	179681	GARDEN GROVE POLICE ASSO	1460.00
D292742	KRIS C BEARD	211.00	D292743	PHAT T BUI	3.60
D292744	STEVEN R JONES	19.46	D292745	BAO Q NGUYEN	2.95
D292746	CHRIS V PHAN	198.16	D292747	PAMELA M HADDAD	1475.84
D292748	SCOTT C STILES	6634.78	D292749	MARIA A STIPE	4877.48
D292750	MELANIE J VALDES	2193.95	D292751	DENISE KEHN	1927.63
D292752	MARITZA PIZARRO	1470.74	D292753	CARLOS MARQUEZ	2573.83
D292754	SYLVIA GARCIA	1980.06	D292755	KINGSLEY C OKEREKE	4893.41
D292756	ANN CAO EIFERT	2208.62	D292757	HEIDI M JANZ	2145.21
D292758	CHRISTI C MENDOZA	246.88	D292759	DEBORAH A POWELL	1165.54
D292760	MARGARITA A ABOLA	1666.41	D292761	ELLIS EUN ROK CHANG	4032.77
D292762	HENRY CHAO	2375.60	D292763	JANET J CHUNG	1843.02
D292764	CLAUDIA FLORES	2357.74	D292765	CARRIE S HANES	2153.61
D292766	RHONDA C KAWELL	2527.82	D292767	ROBERT W MAY	1364.85
D292768	SHAWNA A McDONOUGH	1431.02	D292769	LIGIA ANDREI	1236.86
D292770	ARIANA B BAUTISTA	1250.53	D292771	PAMELA S GILLIS	2623.50
D292772	SUE J GULLEY	223.62	D292773	JEFF N KURAMOTO	2093.18
D292774	CHELSEA E LUKAS	1403.36	D292775	EDWARD E MARVIN JR	1642.12
D292776	ANGELA M MENDEZ	1698.79	D292777	MONICA A NEELY	2681.27
D292778	JENNIFER L PETERSON	1702.55	D292779	ANH PHAM	1434.10
D292780	EVA RAMIREZ	1552.50	D292781	JAIME F CHAVEZ	1382.27
D292782	GARY F HERNANDEZ	1647.22	D292783	JULIE A HITCHCOCK	1697.94
D292784	SANDRA E SEGAWA	3060.17	D292785	GREG BLODGETT	2507.60
D292786	MONICA COVARRUBIAS	2381.44	D292787	GRACE E LEE	2184.85

\*\*\*\* PAGE TOTAL = 148397.10

D292788	ALANA R CHENG	2038.93	D292789	LISA L KIM	4248.84
D292790	MICHAEL G AUSTIN	2316.52	D292791	TODD C HARTWIG	2184.90
D292792	AARON J HODSON	1640.45	D292793	JERROLD R HOLSTEIN	887.79
D292794	DONALD E LUCAS	2470.13	D292795	DAVID B MARCUM	1869.69
D292796	DANNY O RODRIGUEZ JR	1974.57	D292797	NABIL L TEWFIK	3396.57
D292798	LIZABETH C VASQUEZ	1519.92	D292799	RODRIGO E VICTORIA	1194.70
D292800	DANIEL A WINDHAM	2283.06	D292801	ISABELLA C ZANDVLIET	1852.82
D292802	CHRISTOPHER CHUNG	2279.72	D292803	PAUL GUERRERO	2751.12
D292804	KARL J HILL	3771.38	D292805	LEE W MARINO	3153.38
D292806	MARIA L MEDRANO	1737.68	D292807	MARIA C PARRA	2313.91
D292808	ERIN WEBB	3039.38	D292809	AMEENAH ABU-HAMDIYYAH	1616.84
D292810	JULIE A ASHLEIGH	1712.30	D292811	RITA M CRAMER	1943.68
D292812	RALPH V HERNANDEZ	2005.66	D292813	ALLISON MILLS	910.02
D292814	JIMMY NGUYEN	1574.09	D292815	NIDA R WATKINS	2258.97
D292816	SHAUNA J CARRENO	1862.18	D292817	TERESA G CASEY	1265.60
D292818	VIRGINIA DELGADO	1547.82	D292819	DANNY HUYNH	3155.27
D292820	VILMA C KLOESS	1787.84	D292821	IVY LE	1673.29
D292822	TAMMY LE	1341.35	D292823	LINDA MIDDENDORF	2255.16
D292824	ROSALINDA MOORE	1251.32	D292825	MARIA A NAVARRO	2064.67
D292826	PHUONG-VIEN T NGUYEN	2293.57	D292827	QUANG NGUYEN	2191.16
D292828	TINA T NGUYEN	1902.13	D292829	THYANA T PHI	2093.97
D292830	MARIA RAMOS	1945.76	D292831	TANYA L TO	1623.39
D292832	CUONG K TRAN	1982.77	D292833	ELAINE TRUONG	1370.72
D292834	THANH-NGUYEN VO	1730.32	D292835	MICHAEL C BOS	2100.32
D292836	HOWARD R BROWN	2220.38	D292837	DANIEL J CANDELARIA	4252.12
D292838	DIGNA A R DE LOS REYES	1576.66	D292839	KAMYAR DIBAJ	2519.67
D292840	NICOLAS C HSIEH	2755.21	D292841	ROSEMARIE JACOT	1869.91
D292842	NAVIN B MARU	2430.30	D292843	MARK P UPHUS	3068.44
D292844	JOSE A VASQUEZ	1837.67	D292845	ANA G VERGARA NEAL	2024.56
D292846	DAI C VU	3310.96	D292847	KHANG L VU	2276.69
D292848	JOSHUA J ARIONUS	1572.76	D292849	JAN BERGER	1667.59
D292850	ROBERT P BERMUDEZ	2719.79	D292851	TIM P CANNON	2500.79
D292852	MYUNG J CHUN	2779.32	D292853	CARINA M DAN	453.24
D292854	RONALD W DIEMERT	1782.51	D292855	CHRIS N ESCOBAR	2867.21
D292856	JASON A FERTAL	1625.84	D292857	ALEJANDRO GONZALEZ	2410.55
D292858	MICHAEL J GRAY	1886.72	D292859	LARRY GRIFFIN	2348.83
D292860	ROBERT ALAN HAENDIGES	1730.79	D292861	RYAN S HART	2471.32
D292862	ROBERT M HIGGINBOTHAM	1143.89	D292863	EDWARD A HUY	2839.52
D292864	VIDAL JIMENEZ	1473.73	D292865	SAMUEL K KIM	3575.93
D292866	SHAN L LEWIS	1505.52	D292867	REBECCA PIK KWAN LI	2806.63
D292868	SCOTT T LOWE	2559.31	D292869	DAVID MA'AE	1566.32
D292870	TYLER MEISLAHN	1617.15	D292871	JESSE K MONTGOMERY	1778.92
D292872	STEVEN J MOYA JR	1716.28	D292873	BASIL G MURAD	2725.47
D292874	KIRK L NATLAND	498.16	D292875	DUC TRUNG NGUYEN	1539.60
D292876	CORNELIU NICOLAE	2165.32	D292877	ANDREW I ORNELAS	1390.58
D292878	DAVID A ORTEGA	1874.92	D292879	CELESTINO J PASILLAS	2312.13
D292880	WILLIAM F PEARSON	1944.32	D292881	LES A RUITENSCHILD	3731.41
D292882	JONATHAN RUIZ	1504.58	D292883	MODESTO R SALDANA	1732.21

\*\*\*\* PAGE TOTAL = 201347.36

D292884	ALEXIS SANTOS	1238.71	D292885	ADRIAN M SARMIENTO	1936.79
D292886	ALBERT TALAMANTES JR	642.22	D292887	MINH K TRAN	1650.71
D292888	ALEJANDRO N VALENZUELA	3380.58	D292889	KATHLEEN N VICTORIA	653.35
D292890	JARROD R WALKER	336.93	D292891	RONALD J WOLLAND	1388.73
D292892	VICTOR K YERGENSEN	2685.77	D292893	ALICE K FREGOSO	1671.64
D292894	RAQUEL K MANSON	2307.99	D292895	CAROLYN E MELANSON	1630.89
D292896	WILLIAM E MURRAY JR	5857.96	D292897	EMILY H TRIMBLE	1350.29
D292898	RODOLPHO M BECERRA	1364.58	D292899	HELEN L CAMDEN	289.36
D292900	EDGAR A CANO	665.42	D292901	ALBERT J CARRISOZA	1344.78
D292902	MARRAY R CHAPMAN	670.73	D292903	VINCENT L DE LA ROSA	1493.21
D292904	HECTOR M ESPINOZA	1068.62	D292905	MAURICIO S GARCIA	2064.93
D292906	GLORIA GAW	1847.32	D292907	RICHARD R GOSSELIN	2935.00
D292908	HERMILO HERNANDEZ	1399.46	D292909	DARNELL D JERRY	451.39
D292910	KEANU M KALOLO	1246.49	D292911	BRENT KAYLOR	1938.28
D292912	BEN A KOSKY	1296.03	D292913	MARK W LADNEY	2149.71
D292914	RAUL LEYVA	2173.75	D292915	ANTONIO R MARTIN	2004.42
D292916	ROBERT P MCLOGAN	737.39	D292917	CARLOS F MENDEZ	1621.25
D292918	RIGOBERTO MENDEZ	2326.52	D292919	JEFFREY K MUMM	581.11
D292920	STEVEN T ORTIZ	1755.00	D292921	RICHARD L PINKSTON	1709.67
D292922	BRADLEY J POINDEXTER	739.32	D292923	STEVE J TAUANU'U	1738.97
D292924	SUSAN VITALI	405.00	D292925	STEPHANIE A WASINGER	667.79
D292926	JEFFREY G CANTRELL	1817.11	D292927	THOMAS C COUNTS	27.78
D292928	JAMES CUNNINGHAM	2093.55	D292929	EARNEST L DOMINGUEZ	682.14
D292930	JULIA ESPINOZA	1065.48	D292931	ALBERT R EURS II	2053.64
D292932	CECELIA A FERNANDEZ	1070.12	D292933	CONRAD A FERNANDEZ	855.29
D292934	CYNTHIA Y FLORES VAZQUEZ	976.45	D292935	JORGE GONZALEZ	1017.14
D292936	MICHAEL R GREENE	1817.61	D292937	GLORIA A HARO	1082.20
D292938	ERIC W JOHNSON	674.85	D292939	KHUONG NGUYEN	1082.20
D292940	VIRGINIA NICHOLS	784.13	D292941	WILLIAM R PICKRELL	2357.30
D292942	CHRISTOPHER L RELEFORD	1539.27	D292943	DELFRADO C REYES	1082.20
D292944	RAFAEL ROBLES	894.84	D292945	RODERICK THURMAN	1443.99
D292946	EVARISTO VERA	1071.74	D292947	RICHARD L WILLIAMS	1436.53
D292948	ANSELMO AGUIRRE	1770.50	D292949	CHRISTOPHER L ALLEN	2011.66
D292950	JOHN M BRUNING	451.02	D292951	PHILLIP J CARTER	2300.09
D292952	RICK L DUVALL	2511.43	D292953	SERGIO GARCIA GARCIA	484.61
D292954	AARON R HANSEN	1506.41	D292955	PATRICIA CLAIR HAYES	3079.93
D292956	HUY HOA HUYNH	1884.45	D292957	BRYAN D KWIATKOWSKI	1222.49
D292958	JOEL G NAVARRO	1251.51	D292959	BRANDON S NUNES	625.38
D292960	ROLANDO QUIROZ	1916.09	D292961	TODD R REED	2011.94
D292962	RONALD E SANDIFORTH	1879.98	D292963	GREGORY L SMITH	674.98
D292964	LUIS A TAPIA	2470.67	D292965	MICHAEL W THOMPSON	2702.49
D292966	WILLIAM J WHITE	1824.71	D292967	JEREMY J GLENN	443.78
D292968	JESSE GUZMAN	2155.55	D292969	BRETT A MEISLAHN	1537.54
D292970	MARK E MONSON	2130.96	D292971	ALAN D SARVER	1837.87
D292972	STEPHEN D SUDDUTH	1394.11	D292973	TIMOTHY WALLINGFORD	3255.62
D292974	HILLARD J WILLIAMS	622.73	D292975	ALBERT J HOLMON III	2833.84
D292976	ALLEN L SERNA	2329.59	D292977	VICTOR T BLAS	1997.30
D292978	ERVIN DUBRUL	1227.77	D292979	JOSE GOMEZ	1751.00

\*\*\*\* PAGE TOTAL = 148441.62

D292980	BRENT W HAYES	3145.06	D292981	FRANK D HOWENSTEIN	2037.04
D292982	ALLEN G KIRZHNER	4462.94	D292983	KEON DONTRAY NELSON	1687.44
D292984	STEPHEN PORRAS	2451.91	D292985	ALEJANDRO VALENZUELA JR	1375.06
D292986	JESSE VIRAMONTES	1864.04	D292987	JOHN ZAVALA	1848.75
D292988	VERONICA AVILA	1792.78	D292989	JEFFREY P DAVIS	1977.82
D292990	NOELLE N KIM	1524.21	D292991	MISSY M MENDOZA	450.68
D292992	MARIE L MORAN	2242.54	D292993	KRISTY H THAI	2045.42
D292994	EDWARD D AMBRIZ GARCIA	387.47	D292995	GABRIELLA E BALANDRAN	116.10
D292996	JOSUE BARREIRO MENDOZA	566.06	D292997	NICHOLAS J BARRETT	80.85
D292998	ALEXIS R BAUTISTA-MOYANO	115.03	D292999	EMILY C CABRERA	392.62
D293000	HUGO CAMARENA	285.84	D293001	RACHEL M CAMARENA	1713.28
D293002	RENE CAMARENA	1738.90	D293003	MARTI CARROLL	921.77
D293004	VICTORIA M CASILLAS	1640.45	D293005	CYNTHIA A CHEW	1704.03
D293006	WENDY CHEW	517.82	D293007	MAXINE M COLTER	334.33
D293008	JULIE T COTTON	814.23	D293009	KENNETH E CUMMINGS	458.58
D293010	JEANETTE A DEMENECE	509.18	D293011	EMILY A EASLEY	163.30
D293012	VANESSA L GARCIA	123.54	D293013	JACOB R GRANT	1709.53
D293014	CAROLINA HONSTAIN	632.69	D293015	KIMBERLY HUY	4194.41
D293016	ANA C IZQUIERDO	408.70	D293017	MARITZA JIMENEZ	296.51
D293018	JOHNNY LUNA	260.64	D293019	ELAINE M MA'AE	2321.72
D293020	DEVANNA S MAAE	232.44	D293021	JESUS MEDINA	1543.93
D293022	JUAN MEDINA	1764.22	D293023	NICHOLAS M MEDINA	304.64
D293024	MONSERRAT MENDOZA ALVARE	147.50	D293025	JOHN A MONTANCHEZ	2964.13
D293026	BRIANNA M MOORE	749.88	D293027	KIRSTEN K NAKAISHI	152.96
D293028	GINA D NECCO	455.93	D293029	JACOB J NEELY	365.02
D293030	JENNIFER GODDARD NYE	1413.23	D293031	GABRIELA O'CADIZ-HERNAND	2531.89
D293032	FIDEL OCAMPO	379.29	D293033	LORI OCHOA	2203.28
D293034	CHRISTIAN PANGAN	399.63	D293035	JANET E PELAYO	2533.35
D293036	LEGEND PHAM	276.06	D293037	ARIELLE PICKRELL	50.99
D293038	SUGEIRY REYNOSO	2026.30	D293039	PAIGE L ROBINSON	529.23
D293040	MARINA Y ROMERO	1640.93	D293041	MONICA K ROMO	158.83
D293042	RICARDO SALDIVAR	310.71	D293043	DANA MARIE SAUCEDO	2280.82
D293044	EMERON J SCHLUMBERGER	980.01	D293045	NICOLE PATRICIA SOTO	382.07
D293046	ANDRIANA TORRES OROZCO	89.96	D293047	ARTURO TORRES ROBLES	236.00
D293048	CLAUDIA VALDIVIA	2462.39	D293049	JEFFREY VAN SICKLE	1890.38
D293050	JOSEFINA L VELAZQUEZ	755.37	D293051	DAISY O VENCES	236.76
D293052	ANDRE LUIS VICTORIA	232.45	D293053	PAUL E VICTORIA	1152.05
D293054	DAVID M WILMES	296.98	D293055	LUCIA MEDINA-WHITTAKER	597.58
D293056	MILLIE MEROLA	1992.13	D293057	SVETLANA MOURE	1839.93
D293058	THOMAS R SCHULTZ	2521.27	D293059	RANDY ABRAHAMSON	3532.95
D293060	ALBERTO ACOSTA	4219.64	D293061	ANTHONY R ACOSTA	1308.99
D293062	JOHN D BARANGER III	1648.44	D293063	LUCAS B BAUER	3590.41
D293064	BRADLEY D BELL	2925.27	D293065	JERRY R BRENNEMAN	2997.15
D293066	JEREMY J BROADWATER	2244.02	D293067	GUY BROWN	3630.47
D293068	JOSE J CAMBEROS	2228.85	D293069	DANIEL L CLEARWATER	2297.49
D293070	YVES G CLERMONT	1685.79	D293071	JOE W CRAWFORD	3542.40
D293072	TIMOTHY A CRAWFORD	3757.48	D293073	JUSTIN D DOYLE	2298.11
D293074	MICHAEL G ECKHARDT JR	1886.63	D293075	DAVID W EDNOFF	4038.45

\*\*\*\* PAGE TOTAL = 140226.33



D293076	STEVE P FELLNER	2413.26	D293077	JAMES L GABBARD	3351.47
D293078	DREW R GARCIA	1261.25	D293079	CHARLES GREEN	4375.45
D293080	JEFF W HANNA	1820.74	D293081	MATTHEW R HENSHAW	2918.44
D293082	MICHAEL L JACOBS	3287.32	D293083	WILLIAM R JAEGER	1660.32
D293084	SCOTT A KUHLMAN	3604.85	D293085	NICHOLAS A LERARIO	1622.68
D293086	COREY L LINDSAY	1550.54	D293087	NORMAN M LOVELY	2382.35
D293088	JOHN M MARQUEZ JR	2621.61	D293089	CHEYNE C MAULE	4169.71
D293090	TERRY A MCGOVERN JR	5146.80	D293091	SHANE D MELLEME	567.26
D293092	TRAVIS M MELLEME	2208.01	D293093	MARK A MICKELSEN	1863.68
D293094	SON L NGUYEN	4562.81	D293095	FREDERICK N NIBLO	3889.23
D293096	BRENT C PARDOEN	1878.35	D293097	MICHAEL KURT RIETH	2283.30
D293098	WADE E RUHMAN	3533.96	D293099	DENNIS L RUZICKA	5649.65
D293100	TIMOTHY S SAWYER	4717.69	D293101	SCOTT A SCHERER	1811.59
D293102	CHRISTOPHER R SMITH	1728.14	D293103	JEFFREY T SPARGUR	4800.14
D293104	MORRIS B SPELL	4328.57	D293105	WILLIAM S STROHM	5344.88
D293106	JUSTIN D TRAVER	2422.38	D293107	CHRISTOPHER B TRENHOLM	1614.74
D293108	MARIO G VALDERRAMA	2505.66	D293109	KEITH T VELOTTA	4855.33
D293110	DAVID S WALDSCHMIDT	2778.66	D293111	MARK S WEISS	2741.82
D293112	PAUL J WHITTAKER	2840.02	D293113	JEFFREY WILKINS	4360.35
D293114	ADAM J WILLIAMSON	1750.84	D293115	JOSEPH A WINGERT JR	2699.00
D293116	MYLES A BURROUGHS	1693.92	D293117	DAVID M CARLSON	2849.25
D293118	JOSHUA A FELDMAN	2995.03	D293119	TIMOTHY D FISHER	4053.04
D293120	GARRET M FURUTA	2349.84	D293121	SHANE S HOWEY	1509.63
D293122	PETER M HUBER	2498.84	D293123	JORDAN R JEMIOLA	3406.01
D293124	MATTHEW C KLEIBACKER	3519.44	D293125	ANTHONY L KNAACK	2281.62
D293126	DANIEL J MOORE	4186.78	D293127	GRANT A NOBLE	3128.17
D293128	ERIC S NORRDIN	4556.40	D293129	ANTHONY J PAGE	1913.32
D293130	ERIC M PALOMO	3327.50	D293131	ANDREW J ROACH	2237.13
D293132	RICHARD RONSADT	3277.25	D293133	DAVID C SANCHEZ	2513.74
D293134	NICK R SCHAEFER	1458.49	D293135	ERIC P STOKER	1805.18
D293136	ERIC THORSON	1282.02	D293137	RYAN D VAN WIE	1609.47
D293138	KICKER E VENCILL	1425.01	D293139	GREGORY D WILLIAMS	2258.96
D293140	JONATHAN C WOLFE	1947.81	D293141	JEREMIE E YORKE	1563.33
D293142	NATHAN T BRADY	2723.60	D293143	LISA S GUARDI	598.89
D293144	DON T NGUYEN	2010.27	D293145	THANH Q NGUYEN	4296.32
D293146	JUSTIN TRUHILL	2920.00	D293147	TODD D ELGIN	4994.09
D293148	CAROLE A KANEGAE	2506.32	D293149	VINCENTE J VAICARO	2738.64
D293150	KRISTEN A BACKOURIS	1459.79	D293151	GENA M BOWEN	1615.80
D293152	JESENIA CAMPOS	1052.44	D293153	HELENA ELISOUSOU	2552.60
D293154	ROBERT D FOWLER	3295.74	D293155	AI KELLY HUYNH	1669.99
D293156	EDUARDO C LEIVA	3316.27	D293157	CINDY S NAGAMATSU HANLON	2330.99
D293158	JEFFREY C NIGHTENGAL	3661.16	D293159	TRAVIS J WHITMAN	4410.21
D293160	CLAUDIA ALARCON	2974.26	D293161	PEDRO R ARELLANO	2840.44
D293162	ALFREDO R AVALOS	3108.53	D293163	CARLOS BAUTISTA JR	2916.36
D293164	RYAN S BERLETH	2095.87	D293165	SUMMER A BOGUE	1548.27
D293166	RICHARD O BURILLO	15819.47	D293167	RYAN V BUSTILLOS	2161.37
D293168	DANIEL A CAMARA	2499.20	D293169	ROBERT W CAMPBELL	2485.04
D293170	JUAN C CENTENO	3361.16	D293171	CHASEN P CONTRERAS	2066.92

\*\*\*\* PAGE TOTAL = 277600.04

D293172	AARON J COOPMAN	2347.31	D293173	GARY L COULTER	2478.93
D293174	NATHANIEL D COX	1992.35	D293175	CHARLIE DANIELEY III	3603.68
D293176	NICHOLAS A DE ALMEIDA LO	2894.60	D293177	KEVIN DINH	4144.93
D293178	AMIR A EL-FARRA	3165.21	D293179	JOSHUA N ESCOBEDO	2077.72
D293180	KORY C FERRIN	2650.21	D293181	KARI A FLOOD	2205.18
D293182	MANUEL FLORES JR	3719.78	D293183	MICHAEL E GERDIN	1955.89
D293184	SEAN M GLEASON	2177.39	D293185	JOSEPH P GROSS JR	2183.70
D293186	ALLAN S HARRY	3042.69	D293187	BRIAN HATFIELD	4294.81
D293188	WILLIAM T HOLLOWAY	3383.04	D293189	JASON L JOHNSON	2075.21
D293190	MICHAEL J JOHNSON	2279.79	D293191	GERALD F JORDAN	2271.14
D293192	TIMOTHY P KOVACS	3491.08	D293193	AUSTIN C LAVERTY	1931.92
D293194	CHRISTOPHER LAWTON	2822.34	D293195	RAPHAEL M LEE	190.38
D293196	RAFAEL LOERA JR	2285.14	D293197	JON D LOFQUIST	2179.37
D293198	RYAN M LUX	1977.41	D293199	BRYAN J MEERS	2407.91
D293200	DANNY J MIHALIK	2264.07	D293201	JEREMY N MORSE	1961.06
D293202	MITCHEL S MOSSER	1804.44	D293203	AARON S NELSON	3622.07
D293204	JASON S PERKINS	3982.49	D293205	DOUGLAS A PLUARD	3219.37
D293206	CHRISTOPHER M SHELGREEN	1855.99	D293207	CHARLES W STARNES	2076.25
D293208	DANIEL J VILLEGAS	2509.79	D293209	JONATHAN B WAINWRIGHT	3025.23
D293210	EDWIN P WILSON	1285.02	D293211	JOHN J YERGLER	2078.12
D293212	MARCOS R ALAMILLO	3542.65	D293213	WILLIAM ALLISON	3994.28
D293214	RICHARD A ALVAREZ-BROWN	2368.47	D293215	BOBBY B ANDERSON	3066.40
D293216	JOHN F BANKSON	2419.21	D293217	EVAN S BERESFORD	2803.34
D293218	RAY E BEX	3226.77	D293219	VANESSA M BRODEUR	1793.16
D293220	ADAM B COUGHRAN	3032.72	D293221	THOMAS R DARE	3830.53
D293222	JUAN M DE ANDA	1976.81	D293223	JARED R DOYLE	2621.34
D293224	CHRISTOPHER M EARLE	2620.00	D293225	MICHAEL K ELHAMI	2271.28
D293226	BENJAMIN M ELIZONDO	2311.59	D293227	STEPHEN C ESTLOW	505.41
D293228	GEORGE R FIGUEREDO	3084.26	D293229	ROGER A FLANDERS	1046.23
D293230	PATRICK E GILDEA	4201.19	D293231	ALDO U GUERECIA	2334.57
D293232	TROY HALLER	2962.88	D293233	ERICK LEYVA	3019.18
D293234	CHARLES H LOFFLER	2715.79	D293235	MARK A LORD	4304.95
D293236	TAYLOR A MACY	2067.58	D293237	MATTHEW P MARCHAND	2759.20
D293238	MARIO MARTINEZ JR	5080.42	D293239	JEFFREY M MOONEY	1499.64
D293240	NATHAN D MORTON	3160.23	D293241	RUDOLPH J NEGRON	2827.07
D293242	JEFFREY C NGUYEN	3328.27	D293243	VINCENT T NGUYEN	2114.49
D293244	STEVEN TRUJILLO ORTIZ	2107.59	D293245	OMAR F PEREZ	2437.98
D293246	MICHAEL M PHILLIPS	3074.70	D293247	COREY T POLOPEK	2391.91
D293248	SINDY RAMIREZ OROZCO	1980.30	D293249	JOHN E RANEY	2821.57
D293250	JOHN E REYNOLDS	3667.99	D293251	MICHAEL A REYNOLDS	3276.38
D293252	RYAN R RICHMOND	2725.21	D293253	CHRISTIN E ROGERS	2359.30
D293254	ROCKY F RUBALCABA	2084.65	D293255	SEAN M SALAZAR	2525.34
D293256	LINO G SANTANA	3467.97	D293257	PHILIP E SCHMIDT	4056.60
D293258	ARTHUR F TINTLE JR	3442.71	D293259	MICHAEL J VISCOMI	3053.57
D293260	KATHERINE M ANDERSON	4146.49	D293261	PAUL W ASHBY	3792.69
D293262	THOMAS A CAPPS	2566.86	D293263	JAMES D FISCHER	4933.12
D293264	RON A REYES	3889.64	D293265	ROYCE C WIMMER	3206.55
D293266	ADAM D ZMIJA	3249.07	D293267	BRIAN D DALTON	1613.70

\*\*\*\* PAGE TOTAL = 263674.81

D293268	JUAN L DELGADO JR	2831.42	D293269	OTTO J ESCALANTE	3740.98
D293270	GEORGE KAISER	3076.25	D293271	PETER M KUNKEL	2523.04
D293272	LUIS F RAMIREZ	2759.08	D293273	PETER HOANG VI	2024.42
D293274	JEFFREY A BROWN	2552.98	D293275	DONALD J HUTCHINS	4209.02
D293276	RAUL MURILLO JR	4093.65	D293277	JOSHUA T OLIVO	2775.46
D293278	ROBERT M STEPHENSON III	3312.65	D293279	COURTNEY P ALLISON	2150.07
D293280	LISA A BELTHIUS	684.70	D293281	CHARLES K BODDY	3797.51
D293282	ROBERT L BOGUE JR	3754.53	D293283	RANDY G CHUNG	182.77
D293284	DANIEL S EDWARDS	742.17	D293285	CRAIG A HERRICK	407.75
D293286	PATRICK R JULIENNE	984.81	D293287	VERONICA NELSON	887.47
D293288	JOHN O OJEISEKHOB	1609.44	D293289	JOSEPH D VARGAS	217.88
D293290	HECTOR FERREIRA JR	93.37	D293291	BRYAN GONZALEZ	362.93
D293292	SAIRA HERNANDEZ CALLEROS	366.16	D293293	KRYSTAL L N JEANG	362.93
D293294	HAN NA PARK	157.06	D293295	FELICIA H PEREZ	334.09
D293296	JOSHUA K BEHZAD	1673.72	D293297	ROBERT E BOWERS	1806.57
D293298	KAREN D BRAME	882.52	D293299	KENNETH L CHISM	1304.53
D293300	CHARLES M CLINE JR	835.11	D293301	JAMES E COLEGROVE	3367.26
D293302	PAUL E DANIELSON	1298.90	D293303	MICHAEL FEHER	1164.11
D293304	VICTORIA M FOSTER	1328.58	D293305	MICHAEL D HANDFIELD	1010.50
D293306	NICKOLAS K JENSEN	1954.71	D293307	MICHAEL L MARTIN	2180.90
D293308	CRAIG A MC IVER	2972.44	D293309	KENNETH E MERRILL	531.27
D293310	PHILLIP H PHAM	1640.16	D293311	JOHN J STEPANOVICH	605.86
D293312	PATRICK M THRASHER	1114.49	D293313	SCOTT D WATSON	855.38
D293314	FLOR DE LIS ELIZONDO	1112.66	D293315	GARY E ELKINS	1990.24
D293316	JOHN A FLAWS	2060.92	D293317	JASON S FULTON	1895.07
D293318	JAMES C HOLDER	2687.60	D293319	ROBERT J KIVLER	1547.93
D293320	VICTORIA L LAWTON	1996.27	D293321	RAQUEL D MATA	785.17
D293322	REBECCA S MEEKS	1868.34	D293323	TED H PEASLEE	3568.94
D293324	BENJAMIN L STAUFFER	4039.92	D293325	DAVID C YOUNG	4085.01
D293326	MARIA A ALCARAZ	1741.08	D293327	JOANN J ARMSTRONG	1584.88
D293328	CARISSA L BRUNICK	1029.73	D293329	TAMMY L CHAURAN-HAIRGROV	1900.47
D293330	VERONICA FRUTOS	774.53	D293331	LAURIE J FUSSELL	1761.09
D293332	DAVID L GEORGE	1860.54	D293333	JOAN L HIGHTOWER	1716.09
D293334	PINKY C HINGCO	1984.23	D293335	SUSAN C HUANG	1644.37
D293336	RORY K JANOGA	1238.54	D293337	ANGELA LEDESMA	1580.13
D293338	MARIA C MCFARLANE	1701.27	D293339	BRITTNNEE D MCGOWEN	1785.49
D293340	TRINA T NGUYEN	1551.25	D293341	DEBRA J NICHOLS	1903.87
D293342	DIANA L O'BRIEN	1090.09	D293343	ASHLEY C ROJAS	1671.74
D293344	ASHLEY T SEROTA	1508.00	D293345	KRISTIN M WEISS	1372.65
D293346	SHANNON M YELENSKY	1648.72	D293347	JENNIFER A DIX	2536.30
D293348	DEBBY L FELSE	3555.11	D293349	KATHERINE M FRANCISCO	2669.11
D293350	AMANDA B GARNER	1795.10	D293351	KIMBERLY B GENDREAU	679.72
D293352	ARCHIE GUZMAN	2323.24	D293353	ROBERT D LUX	2671.79
D293354	MELISSA MENDOZA-CAMPOS	2801.11	D293355	BRANDY J PARK	2245.62
D293356	CRISTINA V PAYAN	2213.44	D293357	JENNIFER M RODRIGUEZ	2270.54
D293358	TANYA L SAMOFF	2064.74	D293359	SUSAN A I SEYMOUR	1870.07
D293360	NICOLE D SHORROW	2232.91	D293361	DANNY J SOSEBEE	2523.35
D293362	MARSHA D SPELLMAN	2499.58	D293363	SANTA WARDLE	1444.63

\*\*\*\* PAGE TOTAL = 176604.79

D293364	CHERYL L WHITNEY	2809.16	D293365	JOHN CASACCIA II	3303.45
D293366	HAN J CHO	3048.19	D293367	SCOTT A COLEMAN	2389.10
D293368	RICHARD E DESBIENS	1344.80	D293369	RONNIE D ECHAVARRIA	3589.60
D293370	MICHAEL D FARLEY	2704.97	D293371	JAMES D FRANKS	1969.98
D293372	PETE GARCIA	1834.24	D293373	STEVEN H HEINE	69.04
D293374	JOSE D HERRERA	2922.29	D293375	THI A HUYNH	2467.92
D293376	DANIEL V KARSCHAMROON	2250.30	D293377	JOSEPH L KOLANO	2621.22
D293378	LEA K KOVACS	3236.66	D293379	NICHOLAS A LAZENBY	2600.22
D293380	DAVID LOPEZ	2676.99	D293381	STEVEN W LUKAS	1433.45
D293382	LUIS A PAYAN	4743.81	D293383	TERRA M RAMIREZ	2159.98
D293384	ORLONZO REYES	3195.44	D293385	PAUL M TESSIER	2255.68
D293386	EDGAR VALENCIA	2383.11	D293387	TUONG-VAN NGUYEN VU	1568.01
D293388	DENNIS WARDLE	2491.76	D293389	CHRISTOPHER A WASINGER	2079.04
D293390	CARL J WHITNEY	3026.67	D293391	RONALD A DOSCHER	1691.08
D293392	ERIC A QUINTERO	1980.48	D293393	MARY C CERDA	1752.24
D293394	NICOLE L CHUNG	1067.93	D293395	SUSAN A HOLSTEIN	2176.88
D293396	LIANE Y KWAN	2458.83	D293397	JANY H LEE	3114.28
D293398	SHERRILL A MEAD	2071.89	D293399	KHRYNSTON SAMRETH	1814.51
D293400	CAITLYN M STEPHENSON	1457.29	D293401	LAURA J STOVER	4065.16
D293402	FRANA K CASSIDY	1544.45	D293403	ANNA L GOLD	1463.23
D293404	HIEN Q PHAM	1613.64	D293405	KATRENA J SCHULZE	346.96
D293406	MATTHEW T SWANSON	1117.31	D293407	ANTHONY VALENZUELA	1280.24
D293408	CANDY G WILDER	1805.50	D293409	TERENCE S CHANG	1626.48
D293410	VERNA L ESPINOZA	1682.00	D293411	CHARLES D KALIL	1319.16
D293412	GEOFFREY A KLOESS	2508.10	D293413	CAMERON M MANGELS	1398.11
D293414	RACHOT MORAGRAAN	2845.75	D293415	NOEL J PROFFITT	3119.33
D293416	ANAND V RAO	4450.09	D293417	JOSEPH M SCHWARTZ	2156.23
D293418	ROD T VICTORIA	1972.36	D293419	TERREL KEITH WINSTON	3171.27
D293420	POLICE ASSN	14160.75	D293421	GG FIRE FIGHTERS 2005	20924.80
D293422	SO CAL C.U.	90405.37	D293423	SOUTHLAND C.U.	3215.00
W2230	GREAT WEST LIFE 457 #340	100282.91	W2231	GREAT WEST LIFE OBRA#340	2474.01
W2232	INTERNAL REVENUE SERVICE	345307.87	W2233	EMPLOYMENT DEVELOPMENT D	93899.22

\*\*\* PAGE TOTAL = 796915.79

TOTAL CHECK PAYMENTS	50	60,011.25
TOTAL DIRECT DEPOSITS	682	1,551,232.58
TOTAL WIRE PAYMENTS	4	541,964.01
	....	.....
GRAND TOTAL PAYMENTS	736	2,153,207.84

Checks #179632 thru #179681, and Direct Deposits #D292742 thru #D293423, and wire #W2230 thru #W2233 presented in the Payroll Register submitted to the Garden Grove City Council 10 MAY 2016, have been audited for accuracy and funds are available for payment thereof.

  
 KINGSLEY C OKEREKE - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604256	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	2,661.00 *
604257	1939 WALLACE, LP	RENT SUBSIDY	1,093.00 *
604258	2012 NHAN HOANG REVOCABLE TRST	RENT SUBSIDY	1,321.00 *
604259	2555 WEST WINSTON ROAD, LP	RENT SUBSIDY	2,277.00 *
604260	8080 BEVER PLACE-NEGBA LLC C/O LRS	RENT SUBSIDY	427.00 *
604261	VOID WARRANT		
604262	ADAMS, WILLIAM C/O KK & ASSOCIATES	RENT SUBSIDY	899.00 *
604263	ADRIATIC APTS C/O MANAGER	RENT SUBSIDY	818.00 *
604264	AEGEAN APARTMENTS C/O STERLING PROPERTY MGMT	RENT SUBSIDY	4,815.00 *
604265	AGUIAR, MARIA	RENT SUBSIDY	762.00 *
604266	ALPINE APTS	RENT SUBSIDY	5,631.00 *
604267	AMERICAN FAMILY HOUSING	RENT SUBSIDY	2,418.00 *
604268	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	633.00 *
604269	ANAHEIM REVITALIZATION PARTNERS LP	RENT SUBSIDY	1,109.00 *
604270	AOU, CHUNG NAN	RENT SUBSIDY	1,525.00 *
604271	ARJON, TIMOTEO	RENT SUBSIDY	1,887.00 *
604272	ATTIA, EIDA A	RENT SUBSIDY	1,415.00 *
604273	AUDUONG, PAUL	RENT SUBSIDY	699.00 *
604274	AYERS, MARILISA BRADFORD	RENT SUBSIDY	780.00 *
604275	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	1,603.00 *
604276	BANH, HA	RENT SUBSIDY	745.00 *
604277	BAROT, JITENDRA P	RENT SUBSIDY	1,035.00 *

PAGE TOTAL FOR "\*" LINES = 34,553.00

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	280.54 *
604278	BARRON COUNTY HA	RENT SUBSIDY	6,041.00 *
604279	BARRY SAYWITZ PROP TWO,LP	RENT SUBSIDY	1,090.00 *
604280	BEACH CREEK APARTMENTS C/O C&R MANAGEMENT COMPANY	RENT SUBSIDY	1,299.00 *
604281	BHATT, N C	RENT SUBSIDY	1,135.00 *
604282	BIDWELL, KIM OANH	RENT SUBSIDY	691.00 *
604283	BOOTH, JAMES	RENT SUBSIDY	1,025.00 *
604284	BOWEN PROPERTY, LLC	RENT SUBSIDY	3,759.00 *
604285	BRIAR CREST / ROSE CREST	RENT SUBSIDY	2,257.00 *
604286	BROWN, SHARON OR NORMAN	RENT SUBSIDY	4,415.00 *
604287	BUI JR, RICHARD	RENT SUBSIDY	301.00 *
604288	BUI JR, RICHARD	RENT SUBSIDY	1,559.00 *
604289	BUI, BINH N.	RENT SUBSIDY	1,059.00 *
604290	BUI, DANG THANH	RENT SUBSIDY	3,446.00 *
604291	BUI, JIMMY QUOC	RENT SUBSIDY	763.00 *
604292	BUI, LAI	RENT SUBSIDY	682.00 *
604293	BUI, LAN HUYNH NGOC	RENT SUBSIDY	1,606.00 *
604294	BUI, MINH Q	RENT SUBSIDY	1,604.00 *
604295	BUI, PHAT	RENT SUBSIDY	1,847.00 *
604296	BUI, SON MINH	RENT SUBSIDY	1,720.00 *
604297	BUI, SON VAN	RENT SUBSIDY	886.00 *
604298	BUI, TINH TIEN	RENT SUBSIDY	830.00 *
604299	BUI, VU DINH		

PAGE TOTAL FOR "\*" LINES = 38,295.54

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	802.00 *
604300	BUI,NGA GIANG	RENT SUBSIDY	244.00 *
604301	CALIFORNIA APTS	RENT SUBSIDY	1,019.00 *
604302	CALKINS, RONALD	RENT SUBSIDY	955.00 *
604303	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	848.00 *
604304	CAO, PHUOC GIA	RENT SUBSIDY	755.00 *
604305	CEDAR CREEK APARTMENT HOMES	RENT SUBSIDY	1,312.00 *
604306	CENTURY CRESCENT, LLC	RENT SUBSIDY	749.00 *
604307	CHANG, WARREN	RENT SUBSIDY	853.00 *
604308	CHANTECLAIR APTS	RENT SUBSIDY	868.00 *
604309	CHAU, TU KHA	RENT SUBSIDY	1,091.00 *
604310	CHELSEA COURT APTS	RENT SUBSIDY	1,558.00 *
604311	CHEN, PHAN SHIN	RENT SUBSIDY	5,947.00 *
604312	CHEN, SHIAO-YUNG	RENT SUBSIDY	32,382.00 *
604313	CHEN, T C	RENT SUBSIDY	2,220.00 *
604314	CHERRY WEST PROPERTIES	RENT SUBSIDY	2,038.00 *
604315	CHEUNG,STEPHEN	RENT SUBSIDY	1,231.00 *
604316	CHUNG, NICHOLAS	RENT SUBSIDY	2,545.00 *
604317	CHUNG, SEKYUNG	RENT SUBSIDY	794.00 *
604318	CO, PONCH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	830.00 *
604319	CONCEPCION, RODRIGO C/O LOTUS PROPERTY SERVICES	RENT SUBSIDY	745.00 *
604320	CONCORD MGMT LLC	RENT SUBSIDY	687.00 *
604321	CORNER CAPITAL INVESTMENTS C/O DROUIN REALTY		



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	8,552.00 *
604322	COURTYARD VILLAS	RENT SUBSIDY	1,203.00 *
604323	CRESTWOOD ON 7, LLC	RENT SUBSIDY	2,222.00 *
604324	CROSS CREEK	RENT SUBSIDY	1,055.00 *
604325	CU, LARRY Q	RENT SUBSIDY	793.00 *
604326	CURTIS PROPERTIES, INC	RENT SUBSIDY	8,512.00 *
604327	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	1,895.00 *
604328	DANG, ANNIE	RENT SUBSIDY	1,331.00 *
604329	DANG, DAVID	RENT SUBSIDY	1,009.00 *
604330	DAO, JOSEPH N	RENT SUBSIDY	862.00 *
604331	DE MIRANDA MANAGEMENT	RENT SUBSIDY	515.00 *
604332	DEERFIELD APARTMENTS	RENT SUBSIDY	2,398.00 *
604333	DEERING II FAMILY L.P. C/O EMPIRE PROPERTY MANAGEMENT	RENT SUBSIDY	1,106.11 *
604334	DELAWARE COUNTY HOUSING AUTH.	RENT SUBSIDY	1,072.00 *
604335	DEWYER, CLARA J.	RENT SUBSIDY	920.00 *
604336	DINH, KIM	RENT SUBSIDY	698.00 *
604337	DINH, NHU Y	RENT SUBSIDY	842.00 *
604338	DINH, QUYEN	RENT SUBSIDY	1,827.00 *
604339	DINH, THU V.	RENT SUBSIDY	1,349.00 *
604340	DINH, THANH	RENT SUBSIDY	1,628.00 *
604341	DO, AI HANG NGUYEN	RENT SUBSIDY	1,802.00 *
604342	DO, LAN HOANG	RENT SUBSIDY	1,316.00 *
604343	DO, MINH C.		

PAGE TOTAL FOR "\*" LINES = 42,907.11

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	765.00 *
604344	DO, THAI VAN	RENT SUBSIDY	476.00 *
604345	DO, THUAN	RENT SUBSIDY	1,634.00 *
604346	DO, TIM	RENT SUBSIDY	1,463.00 *
604347	DOAN, DINH T	RENT SUBSIDY	1,079.00 *
604348	DOAN, HUY	RENT SUBSIDY	1,335.00 *
604349	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,209.00 *
604350	DONNER, HELMUT	RENT SUBSIDY	1,454.00 *
604351	DOURBETAS, CHRISTINA	RENT SUBSIDY	819.00 *
604352	DOWD III, WILLIAM A.	RENT SUBSIDY	2,550.00 *
604353	DOWNES, NANCY L	RENT SUBSIDY	841.00 *
604354	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	631.00 *
604355	DUCATO GARDENS, LLC C/O J FRENCH	RENT SUBSIDY	3,368.00 *
604356	DUNN, DAVID C C/O JLE PROPERTY MGMT	RENT SUBSIDY	1,095.00 *
604357	DUONG, HAI DINH	RENT SUBSIDY	1,241.00 *
604358	DUONG, LAN	RENT SUBSIDY	1,355.00 *
604359	DUONG, LOM	RENT SUBSIDY	973.00 *
604360	DUONG, THI A	RENT SUBSIDY	719.00 *
604361	DUONG, THUY	RENT SUBSIDY	1,298.00 *
604362	DUONG, VAN TU	RENT SUBSIDY	1,258.00 *
604363	DUONG, CHI THI	RENT SUBSIDY	862.00 *
604364	DUONG, HOA THI KIM	RENT SUBSIDY	474.00 *
604365	DYO, GLADYS C/O LION PROPERTIES		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,649.00 *
604366	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	915.00 *
604367	EDLUND, DANIEL T C/O WETHERGAGE MGMT	RENT SUBSIDY	1,066.00 *
604368	EL CAMINO LU, LLC	RENT SUBSIDY	2,294.00 *
604369	EL PASEO	RENT SUBSIDY	767.00 *
604370	EL PUEBLO APTS	RENT SUBSIDY	1,074.00 *
604371	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,050.00 *
604372	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,912.00 *
604373	EMERALD GARDENS APT	RENT SUBSIDY	510.00 *
604374	ENGEL, TERRY C	RENT SUBSIDY	1,398.00 *
604375	ERIKSEN, HAI	RENT SUBSIDY	1,019.00 *
604376	ERILEX FAMILY L.P. C/O MARK WEINER,MANAGER	RENT SUBSIDY	1,550.00 *
604377	EUCLID PARK APTS	RENT SUBSIDY	678.00 *
604378	FBC APARTMENTS	RENT SUBSIDY	416.00 *
604379	FIELDS, FLOYD H	RENT SUBSIDY	965.00 *
604380	FINCH, WENDY	RENT SUBSIDY	1,793.00 *
604381	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	16,681.00 *
604382	FRANCISCAN GARDENS APTS- ATTN: MANAGER	RENT SUBSIDY	760.00 *
604383	FULLWOOD,DALE A	RENT SUBSIDY	847.00 *
604384	GANZ, KARL	RENT SUBSIDY	1,562.00 *
604385	GARCIA, ALBINO	RENT SUBSIDY	999.00 *
604386	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	4,645.00 *
604387	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	690.00 *
604388	GARDEN TERRACE ESTATES	RENT SUBSIDY	765.00 *
604389	GARZA, CAROL	RENT SUBSIDY	931.00 *
604390	GEORGIAN APTS	RENT SUBSIDY	1,819.00 *
604391	GIA VU, INC	RENT SUBSIDY	2,472.00 *
604392	GIGI APARTMENTS	RENT SUBSIDY	531.75 *
604393	GLENDALE HOUSING AUTHORITY	RENT SUBSIDY	192.00 *
604394	GLENHAVEN MOBILODGE	RENT SUBSIDY	1,417.00 *
604395	GOMEZ, HENRY S.	RENT SUBSIDY	912.00 *
604396	GR8 FAMILY HOMES, LLC	RENT SUBSIDY	1,293.00 *
604397	GRANDE APARTMENTS LP	RENT SUBSIDY	361.00 *
604398	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	486.00 *
604399	GREEN LOTUS GROUP, LLC	RENT SUBSIDY	802.00 *
604400	GREENHOUSE APARTMENTS		
604401	VOID WARRANT	RENT SUBSIDY	55,670.00 *
604402	GROVE PARK L.P.	RENT SUBSIDY	3,539.00 *
604403	Grove Park LLC	RENT SUBSIDY	4,637.00 *
604404	GULMESOFF, JIM	RENT SUBSIDY	479.96 *
604405	HA OF DEKALB COUNTY	RENT SUBSIDY	846.27 *
604406	HA OF SNOHOMISH COUNTY	RENT SUBSIDY	837.00 *
604407	HA, MANH MINH	RENT SUBSIDY	6,806.00 *
604408	HALL & ASSOCIATES, INC.	RENT SUBSIDY	1,626.00 *
604409	HAN, LINDA		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,146.00 *
604410	HANSEN, RICHARD D	RENT SUBSIDY	522.00 *
604411	HARA, CHIZUKO	RENT SUBSIDY	681.00 *
604412	HARA, KULJIT	RENT SUBSIDY	1,950.00 *
604413	HARA, STEVE C/O WESTERN INTL PROP	RENT SUBSIDY	28,079.00 *
604414	HARBOR GROVE LUXURY APARTMENTS C/O RENTAL OFFICE	RENT SUBSIDY	502.63 *
604415	HARRIS COUNTY HOUSING AUTH.	RENT SUBSIDY	779.00 *
604416	HAUPT PROPERTIES LLC C/O DROUIN REALTY	RENT SUBSIDY	895.00 *
604417	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	1,042.00 *
604418	HERITAGE VILLAS SENIOR APTS	RENT SUBSIDY	1,351.00 *
604419	HIROMOTO, JANE	RENT SUBSIDY	1,065.00 *
604420	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	2,132.00 *
604421	HO, PAULINE	RENT SUBSIDY	860.00 *
604422	HO, THOMAS P.	RENT SUBSIDY	3,040.00 *
604423	HOANG, JAMES	RENT SUBSIDY	2,210.00 *
604424	HOANG, LAN T	RENT SUBSIDY	1,866.00 *
604425	HOANG, LIEN	RENT SUBSIDY	982.00 *
604426	HOANG, LONG	RENT SUBSIDY	801.00 *
604427	HOANG, TRACY	RENT SUBSIDY	908.00 *
604428	HOANG, NHAN TIEN	RENT SUBSIDY	686.00 *
604429	HOFFMAN, NICK	RENT SUBSIDY	961.00 *
604430	HOLFORD, DEEANNE	RENT SUBSIDY	920.00 *
604431	HOLTZMAN, ROSEMARY LC		

PAGE TOTAL FOR "\*" LINES = 53,378.63

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	911.00 *
604432	HOPPE, SALLY	RENT SUBSIDY	783.81 *
604433	HOUSING AUTHORITY OF PORTLAND	RENT SUBSIDY	1,085.00 *
604434	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,154.00 *
604435	HUSS, DON	RENT SUBSIDY	2,397.00 *
604436	HUYNH, ANNIE N	RENT SUBSIDY	4,097.00 *
604437	HUYNH, CHEN THI	RENT SUBSIDY	1,699.00 *
604438	HUYNH, JENNIFER	RENT SUBSIDY	2,702.00 *
604439	HUYNH, KIET	RENT SUBSIDY	2,404.00 *
604440	HUYNH, LOAN	RENT SUBSIDY	1,381.00 *
604441	HUYNH, MINH HUY	RENT SUBSIDY	1,877.00 *
604442	HUYNH, NATALIE N	RENT SUBSIDY	316.00 *
604443	HUYNH, PHILIP	RENT SUBSIDY	1,701.00 *
604444	HUYNH, RICHARD T	RENT SUBSIDY	1,210.00 *
604445	HUYNH, LONG BAO	RENT SUBSIDY	607.00 *
604446	HUYNH, NGHIA TRUNG	RENT SUBSIDY	1,770.00 *
604447	HUYNH, TRANG	RENT SUBSIDY	4,243.00 *
604448	JACKSON PALMS APARTMENTS, LLC	RENT SUBSIDY	986.00 *
604449	JANESKI, JERRY	RENT SUBSIDY	696.00 *
604450	JOHNSON, L.D.	RENT SUBSIDY	2,855.00 *
604451	JOHNSON, LINDA	RENT SUBSIDY	5,019.00 *
604452	JOMARC PROPERTIES LTD C/O ROSE BREE	RENT SUBSIDY	2,787.00 *
604453	JU, LIN J		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,511.00 *
604454	K & K INVESTMENTS, LP	RENT SUBSIDY	523.00 *
604455	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	1,285.00 *
604456	KCM INVESTMENTS LLC	RENT SUBSIDY	4,428.00 *
604457	KDF HERMOSA LP	RENT SUBSIDY	21,012.00 *
604458	KDF MALABAR LP C/O VPM INC	RENT SUBSIDY	1,075.00 *
604459	KDF QV LP	RENT SUBSIDY	1,489.00 *
604460	KDF SEA WIND LP	RENT SUBSIDY	2,854.00 *
604461	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	939.00 *
604462	KENSINGTON GARDENS	RENT SUBSIDY	1,776.00 *
604463	KHEANG, SETH S	RENT SUBSIDY	2,497.00 *
604464	KIM, SON H	RENT SUBSIDY	2,152.79 *
604465	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	4,957.00 *
604466	KING INVESTMENT GROUP, INC C/O BERNARD KING	RENT SUBSIDY	981.00 *
604467	KING, BERNARD	RENT SUBSIDY	807.00 *
604468	KITSELMAN, KENT M	RENT SUBSIDY	6,734.00 *
604469	KNK PROPERTIES C/O EDWARD KUO	RENT SUBSIDY	1,514.00 *
604470	KOLSY, M I	RENT SUBSIDY	878.00 *
604471	KOTLYAR, ALISA	RENT SUBSIDY	1,250.00 *
604472	KUNZMAN, WILLIAM	RENT SUBSIDY	1,629.00 *
604473	KUO, EDWARD	RENT SUBSIDY	1,580.00 *
604474	KUO, EDWARD C/O BUENA GROVE	RENT SUBSIDY	911.00 *
604475	LA PALMA APTS L.P.		

PAGE TOTAL FOR "\*" LINES = 62,782.79

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	811.00 *
604476	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	1,808.00 *
604477	LAM, ANDRE	RENT SUBSIDY	1,783.00 *
604478	LAM, THONG KIM	RENT SUBSIDY	1,699.00 *
604479	LAM, TOM	RENT SUBSIDY	10,214.00 *
604480	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	1,182.00 *
604481	LARDERUCCIO, SAL	RENT SUBSIDY	941.00 *
604482	LAS FLORES APARTMENTS	RENT SUBSIDY	600.00 *
604483	LAU, STEPHEN	RENT SUBSIDY	1,329.00 *
604484	LAZENBY, JOHN	RENT SUBSIDY	1,464.00 *
604485	LE FAMILY TRUST C/O PHONG THANH LE	RENT SUBSIDY	925.00 *
604486	LE, DANIEL	RENT SUBSIDY	528.00 *
604487	LE, DON	RENT SUBSIDY	807.00 *
604488	LE, DONALD	RENT SUBSIDY	1,764.00 *
604489	LE, HIEP THI	RENT SUBSIDY	1,864.00 *
604490	LE, JIMMY T	RENT SUBSIDY	1,307.00 *
604491	LE, JOHN TOAN	RENT SUBSIDY	1,384.00 *
604492	LE, LANH C	RENT SUBSIDY	1,443.00 *
604493	LE, LANH VAN	RENT SUBSIDY	787.00 *
604494	LE, LYAN	RENT SUBSIDY	978.00 *
604495	LE, MAI	RENT SUBSIDY	1,129.00 *
604496	LE, MY C/O CALIFORNIA NETWORK REALTY	RENT SUBSIDY	1,220.00 *
604497	LE, NGA		

PAGE TOTAL FOR "\*" LINES = 35,967.00



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	4,983.00 *
604498	LE, NGAT THI	RENT SUBSIDY	1,409.00 *
604499	LE, NGHIA V	RENT SUBSIDY	1,353.00 *
604500	LE, NGOC-MAI T	RENT SUBSIDY	777.00 *
604501	LE, PHU THI NOC	RENT SUBSIDY	840.00 *
604502	LE, TINA M	RENT SUBSIDY	1,186.00 *
604503	LE, TOAN Q	RENT SUBSIDY	1,137.00 *
604504	LE, TRACEY	RENT SUBSIDY	675.00 *
604505	LE, TRUNG ANH	RENT SUBSIDY	888.00 *
604506	LE, VIET Q.	RENT SUBSIDY	1,979.00 *
604507	LE, YENNHI	RENT SUBSIDY	693.00 *
604508	LE,ANH NGOC	RENT SUBSIDY	866.00 *
604509	LE,BAO GIA	RENT SUBSIDY	1,048.00 *
604510	LE,KIM Q	RENT SUBSIDY	947.00 *
604511	LE,XAN NGOC	RENT SUBSIDY	961.00 *
604512	LE-MUNZER, HOABINH	RENT SUBSIDY	1,061.00 *
604513	LEE, DAVID OR TRINH	RENT SUBSIDY	3,019.00 *
604514	LEE,JANET	RENT SUBSIDY	1,079.00 *
604515	LIAO, ALICE	RENT SUBSIDY	1,890.00 *
604516	LIAO,ALICE	RENT SUBSIDY	1,683.00 *
604517	LIM, HONG S	RENT SUBSIDY	2,050.00 *
604518	LIN, DAVID	RENT SUBSIDY	750.00 *
604519	LLOYD, JANET A		

PAGE TOTAL FOR "\*" LINES = 31,274.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,313.00 *
604520	LOS CABALLEROS REAL ESTATE &FS	RENT SUBSIDY	837.00 *
604521	LOUIE, CINDY W	RENT SUBSIDY	1,516.00 *
604522	LUONG, TRA THI-PHUONG	RENT SUBSIDY	1,076.00 *
604523	LUU, KIM MY	RENT SUBSIDY	1,151.00 *
604524	LY, PHUOC VINH	RENT SUBSIDY	1,692.00 *
604525	LY, THANH	RENT SUBSIDY	2,778.00 *
604526	LY, TUYEN X	RENT SUBSIDY	3,802.00 *
604527	MACDONALD, WILLIAM T	RENT SUBSIDY	2,881.00 *
604528	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	1,417.00 *
604529	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,220.00 *
604530	MAGNOLIA PLAZA	RENT SUBSIDY	822.00 *
604531	MAH, LARRY	RENT SUBSIDY	2,273.00 *
604532	MAI, ANN N	RENT SUBSIDY	1,854.00 *
604533	MAI, FRANK	RENT SUBSIDY	1,025.00 *
604534	MAI-NGUYEN, HANH T	RENT SUBSIDY	4,002.00 *
604535	MAMMEN, TERRY	RENT SUBSIDY	636.00 *
604536	MANDELBAUM, URI C/O REAL ESTATE ESTABLISHMENT	RENT SUBSIDY	1,275.00 *
604537	MANNIL, SUPUNNEE	RENT SUBSIDY	817.00 *
604538	MARIPOSA PROPERTIES	RENT SUBSIDY	3,263.00 *
604539	MARQUIS APTS, LLC C/O BEACH FRONT PROP. MGMT INC	RENT SUBSIDY	1,674.00 *
604540	MARTIN, MARILYN C/O ADVANTAGE PROPERTY MGMT	RENT SUBSIDY	3,352.00 *
604541	MAX & MIN PROPERTIES, LLC C/O AMPAC MANAGEMENT GROUP, INC.	RENT SUBSIDY	

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,536.00 *
604542	MAYER, LEOPOLD	RENT SUBSIDY	1,813.00 *
604543	MAYFIELD II, ARTHUR	RENT SUBSIDY	1,007.00 *
604544	MAZENKO, FRANCINE	RENT SUBSIDY	1,061.00 *
604545	MC GOFF, JOHN	RENT SUBSIDY	968.00 *
604546	MCCARTHY, CAMILLE D	RENT SUBSIDY	1,187.00 *
604547	MCCOWN, A R	RENT SUBSIDY	1,699.00 *
604548	MEAGHER, ELMER	RENT SUBSIDY	1,181.00 *
604549	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	876.21 *
604550	METRO WEST HOUSING SOLUTIONS	RENT SUBSIDY	902.00 *
604551	MEYSENBERG, MAURICE F.	RENT SUBSIDY	2,131.00 *
604552	MICKEY LESTER TRUST B	RENT SUBSIDY	913.00 *
604553	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,087.00 *
604554	MILLER, RONALD	RENT SUBSIDY	1,273.82 *
604555	MINNEAPOLIS PUBLIC HA	RENT SUBSIDY	1,177.00 *
604556	MIRACLE MILE PROPERTIES, LP	RENT SUBSIDY	2,037.00 *
604557	MITTAL, MARK	RENT SUBSIDY	538.00 *
604558	MIYAMOTO, JEAN C/O MONTEREY PROPERTY	RENT SUBSIDY	969.00 *
604559	MOHLER, BYRON OR CHRISTINE COY - MANAGER	RENT SUBSIDY	1,205.00 *
604560	MONACO ANAHEIM LP	RENT SUBSIDY	949.00 *
604561	MONARCH POINTE	RENT SUBSIDY	1,278.00 *
604562	MONARK, LP	RENT SUBSIDY	907.00 *
604563	MONTEBELLO, ANTHONY		

PAGE TOTAL FOR "\*" LINES = 26,695.03

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,196.00 *
604564	MONTECITO VISTA APT HOMES	RENT SUBSIDY	514.00 *
604565	MY MONTECITO	RENT SUBSIDY	2,092.00 *
604566	NEW HORIZONVIEW, LLC	RENT SUBSIDY	2,248.00 *
604567	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,298.00 *
604568	NEW MAINLAND, LLC	RENT SUBSIDY	8,953.00 *
604569	NGHIEM, DANIEL	RENT SUBSIDY	1,950.00 *
604570	NGHIEM, THANH XUAN	RENT SUBSIDY	427.00 *
604571	NGO, ANDREW	RENT SUBSIDY	1,049.00 *
604572	NGO, DANNY	RENT SUBSIDY	843.00 *
604573	NGO, HONG DIEP LE	RENT SUBSIDY	878.00 *
604574	NGO, KIM	RENT SUBSIDY	4,658.00 *
604575	NGO, MARY	RENT SUBSIDY	1,111.00 *
604576	NGO, MIMI T	RENT SUBSIDY	1,095.00 *
604577	NGO, NANCY DINH	RENT SUBSIDY	1,218.00 *
604578	NGO, HOA KIM	RENT SUBSIDY	1,226.00 *
604579	NGUYEN, AN	RENT SUBSIDY	908.00 *
604580	NGUYEN, AN KIM	RENT SUBSIDY	862.00 *
604581	NGUYEN, ANH	RENT SUBSIDY	883.00 *
604582	NGUYEN, ANH-DAO	RENT SUBSIDY	1,034.00 *
604583	NGUYEN, ANTHONY	RENT SUBSIDY	993.00 *
604584	NGUYEN, BACH THI	RENT SUBSIDY	3,894.00 *
604585	NGUYEN, BICHLE T		

PAGE TOTAL FOR "\*" LINES = 39,330.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,615.00 *
604586	NGUYEN, BINH NGOC	RENT SUBSIDY	1,710.00 *
604587	NGUYEN, BRYAN	RENT SUBSIDY	856.00 *
604588	NGUYEN, CHARLIE	RENT SUBSIDY	1,260.00 *
604589	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,126.00 *
604590	NGUYEN, CONG	RENT SUBSIDY	1,906.00 *
604591	NGUYEN, CUONG	RENT SUBSIDY	1,099.00 *
604592	NGUYEN, D DUY MD	RENT SUBSIDY	1,473.00 *
604593	NGUYEN, FRANK M	RENT SUBSIDY	1,382.00 *
604594	NGUYEN, HANH V	RENT SUBSIDY	1,192.00 *
604595	NGUYEN, HOA THI	RENT SUBSIDY	3,030.00 *
604596	NGUYEN, HOC VAN	RENT SUBSIDY	504.00 *
604597	NGUYEN, HUNG	RENT SUBSIDY	1,600.00 *
604598	NGUYEN, HUNG	RENT SUBSIDY	1,867.00 *
604599	NGUYEN, HUNG H	RENT SUBSIDY	544.00 *
604600	NGUYEN, HUNG THANH	RENT SUBSIDY	1,671.00 *
604601	NGUYEN, HUNG X	RENT SUBSIDY	798.00 *
604602	NGUYEN, JOHNATHON	RENT SUBSIDY	747.00 *
604603	NGUYEN, KHAI HUE	RENT SUBSIDY	714.00 *
604604	NGUYEN, KHANH DANG	RENT SUBSIDY	1,101.00 *
604605	NGUYEN, LE THUY	RENT SUBSIDY	947.00 *
604606	NGUYEN, LOAN THANH	RENT SUBSIDY	1,420.00 *
604607	NGUYEN, MARILYN		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,936.00 *
604608	NGUYEN, MICHELLE M	RENT SUBSIDY	876.00 *
604609	NGUYEN, MY THI	RENT SUBSIDY	1,375.00 *
604610	NGUYEN, NGHIA	RENT SUBSIDY	451.00 *
604611	NGUYEN, NGHIA H	RENT SUBSIDY	521.00 *
604612	NGUYEN, NHUT THI	RENT SUBSIDY	2,533.00 *
604613	NGUYEN, NICOLE U	RENT SUBSIDY	1,257.00 *
604614	NGUYEN, PETER L OR MAI, HAI T. C/O 999 INVESTMENT REALTY, IN	RENT SUBSIDY	933.00 *
604615	NGUYEN, PHONG	RENT SUBSIDY	1,152.00 *
604616	NGUYEN, QUANG M	RENT SUBSIDY	1,150.00 *
604617	NGUYEN, ROBERT B	RENT SUBSIDY	1,161.00 *
604618	NGUYEN, SON DINH	RENT SUBSIDY	1,162.00 *
604619	NGUYEN, STEVE	RENT SUBSIDY	811.00 *
604620	NGUYEN, STEVEN	RENT SUBSIDY	2,093.00 *
604621	NGUYEN, STEVEN	RENT SUBSIDY	1,210.00 *
604622	NGUYEN, STEVENS	RENT SUBSIDY	1,028.00 *
604623	NGUYEN, TAM N	RENT SUBSIDY	1,039.00 *
604624	NGUYEN, TAN QUAN	RENT SUBSIDY	2,579.00 *
604625	NGUYEN, THANH VAN C/O WESTERN INTERNATIONAL PROP	RENT SUBSIDY	1,532.00 *
604626	NGUYEN, THANH-NHAN	RENT SUBSIDY	1,232.00 *
604627	NGUYEN, THIEN THI	RENT SUBSIDY	1,500.00 *
604628	NGUYEN, THOMAS	RENT SUBSIDY	1,773.00 *
604629	NGUYEN, THU-ANH		

PAGE TOTAL FOR "\*" LINES = 29,304.00

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	971.00 *
604630	NGUYEN, THUYHUONG THI	RENT SUBSIDY	1,598.00 *
604631	NGUYEN, TIENG KIM	RENT SUBSIDY	391.00 *
604632	NGUYEN, TIMMY	RENT SUBSIDY	1,620.00 *
604633	NGUYEN, TOMMY	RENT SUBSIDY	823.00 *
604634	NGUYEN, TRACY TRUC	RENT SUBSIDY	1,398.00 *
604635	NGUYEN, TU THANH	RENT SUBSIDY	1,732.00 *
604636	NGUYEN, TUAN NGOC	RENT SUBSIDY	1,341.00 *
604637	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,063.00 *
604638	NGUYEN, TUYET TRINH	RENT SUBSIDY	1,115.00 *
604639	NGUYEN, TUYET TRINH	RENT SUBSIDY	566.00 *
604640	NGUYEN, VAN	RENT SUBSIDY	1,642.00 *
604641	NGUYEN, VAN HUYNH	RENT SUBSIDY	1,179.00 *
604642	NGUYEN, VU	RENT SUBSIDY	874.00 *
604643	NGUYEN, WENDY	RENT SUBSIDY	987.00 *
604644	NGUYEN, CANG	RENT SUBSIDY	3,061.00 *
604645	NGUYEN, CUONG CHI	RENT SUBSIDY	662.00 *
604646	NGUYEN, HAN	RENT SUBSIDY	3,295.00 *
604647	NGUYEN, HUYEN T.T.	RENT SUBSIDY	1,107.00 *
604648	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,026.00 *
604649	NGUYEN, LEYNA T	RENT SUBSIDY	2,676.00 *
604650	NGUYEN, MICHELLE	RENT SUBSIDY	1,328.00 *
604651	NGUYEN, NICOLE UYEN		

PAGE TOTAL FOR "\*" LINES = 30,455.00

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## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,215.00 *
604652	NGUYEN, PAUL	RENT SUBSIDY	1,103.00 *
604653	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	1,539.00 *
604654	NGUYEN, SHERRY LIEU	RENT SUBSIDY	928.00 *
604655	NGUYEN, TAM THUY	RENT SUBSIDY	3,892.00 *
604656	NGUYEN, THANH	RENT SUBSIDY	468.00 *
604657	NGUYEN, THANH-NGHIA	RENT SUBSIDY	1,121.00 *
604658	NGUYEN, THANH-TUYEN	RENT SUBSIDY	481.00 *
604659	NGUYEN, TIM C/O PARK PACIFIC	RENT SUBSIDY	587.00 *
604660	NGUYEN, TON SANH	RENT SUBSIDY	1,500.00 *
604661	NGUYEN, TRACY	RENT SUBSIDY	2,083.00 *
604662	NGUYEN, TUNG	RENT SUBSIDY	1,011.00 *
604663	NGUYEN, WIN	RENT SUBSIDY	873.00 *
604664	NGUYEN, XUAN YEN	RENT SUBSIDY	2,110.00 *
604665	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	1,360.00 *
604666	NHAN, VU	RENT SUBSIDY	760.00 *
604667	NLL INVESTMENTS	RENT SUBSIDY	1,020.00 *
604668	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	4,290.00 *
604669	NORTHWOOD PLACE	RENT SUBSIDY	801.00 *
604670	OKADA, MICHAEL C/O WESTERN INTERNATIONAL	RENT SUBSIDY	1,213.00 *
604671	OLSEN, MARIEL J	RENT SUBSIDY	24,455.00 *
604672	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	14,226.00 *
604673	ORANGE TREE APTS-RENTAL OFFICE		



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	837.00 *
604674	OZAKI, SUIKO	RENT SUBSIDY	762.00 *
604675	PAHU, BRADRAKUMAR L	RENT SUBSIDY	1,010.00 *
604676	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	916.00 *
604677	PALMILLA VILLAS	RENT SUBSIDY	855.00 *
604678	PALMYRA SENIOR APARTMENTS	RENT SUBSIDY	931.00 *
604679	PARISIAN APT C/O DALJIT SARKARIA	RENT SUBSIDY	1,721.00 *
604680	PARK RIDGE APARTMENTS	RENT SUBSIDY	875.00 *
604681	PARK RIDGE APARTMENTS	RENT SUBSIDY	1,187.00 *
604682	PARK, JIN	RENT SUBSIDY	1,007.00 *
604683	PARK, CHONG PIL	RENT SUBSIDY	1,335.00 *
604684	PARKWOOD APARTMENTS	RENT SUBSIDY	831.00 *
604685	PATEL, MUKESH R	RENT SUBSIDY	1,112.00 *
604686	PATEL, SMITA DIPAK	RENT SUBSIDY	1,070.00 *
604687	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,212.00 *
604688	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	815.00 *
604689	PEREZ, DANIEL	RENT SUBSIDY	1,147.00 *
604690	PHAM, BINH Q	RENT SUBSIDY	763.00 *
604691	PHAM, CAROLINE	RENT SUBSIDY	1,602.00 *
604692	PHAM, CHAU N.	RENT SUBSIDY	1,304.00 *
604693	PHAM, CHIEN DINH	RENT SUBSIDY	2,511.00 *
604694	PHAM, DAVID DUNG	RENT SUBSIDY	1,397.00 *
604695	PHAM, DUNG TIEN		

PAGE TOTAL FOR "\*" LINES = 25,200.00

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## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,138.00 *
604696	PHAM, HOANG	RENT SUBSIDY	977.00 *
604697	PHAM, LIEN	RENT SUBSIDY	994.00 *
604698	PHAM, MINH VAN	RENT SUBSIDY	1,045.00 *
604699	PHAM, NGHIA	RENT SUBSIDY	1,765.00 *
604700	PHAM, QUANG DUY	RENT SUBSIDY	758.00 *
604701	PHAM, QUYEN	RENT SUBSIDY	1,206.00 *
604702	PHAM, QUYNH GIAO	RENT SUBSIDY	776.00 *
604703	PHAM, RICHARD	RENT SUBSIDY	621.00 *
604704	PHAM, TAP VAN	RENT SUBSIDY	1,353.00 *
604705	PHAM, THUY T T	RENT SUBSIDY	2,383.00 *
604706	PHAM, TIM	RENT SUBSIDY	1,101.00 *
604707	PHAM, TRINH	RENT SUBSIDY	1,113.00 *
604708	PHAM, TUAN A.	RENT SUBSIDY	1,161.00 *
604709	PHAM, TUNG	RENT SUBSIDY	1,138.00 *
604710	PHAM, VAN LOAN THI	RENT SUBSIDY	1,437.00 *
604711	PHAM, VANTHI	RENT SUBSIDY	1,039.00 *
604712	PHAM, VU	RENT SUBSIDY	980.00 *
604713	PHAM, XUANNHA T	RENT SUBSIDY	928.00 *
604714	PHAM, HELEN	RENT SUBSIDY	993.00 *
604715	PHAM, KHANG	RENT SUBSIDY	935.00 *
604716	PHAM, LOAN ANH THI	RENT SUBSIDY	1,177.00 *
604717	PHAN, BRIAN HAI NGOC		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	2,362.00 *
604718	PHAN, TAMMY	RENT SUBSIDY	893.00 *
604719	PHAN, VIVIAN	RENT SUBSIDY	1,275.00 *
604720	PHAN, DON	RENT SUBSIDY	855.00 *
604721	PHAN, THUY-TIEN	RENT SUBSIDY	1,290.00 *
604722	PHUNG, THICH VAN	RENT SUBSIDY	822.00 *
604723	PINCEK, DAVID C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	1,139.00 *
604724	PINEMEADOWS APARTMENTS	RENT SUBSIDY	728.63 *
604725	PLYMOUTH HRA	RENT SUBSIDY	767.00 *
604726	POKAL, SAILESH C/O HUNTINGTON WEST PROPERTIES	RENT SUBSIDY	1,078.00 *
604727	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	2,891.00 *
604728	POWELL, LEO OR DEBORAH	RENT SUBSIDY	1,782.00 *
604729	PP TT, LLC	RENT SUBSIDY	1,296.00 *
604730	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	785.00 *
604731	QUACH, SAN T	RENT SUBSIDY	1,106.00 *
604732	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,860.00 *
604733	QUAN, VAN-LAN	RENT SUBSIDY	734.00 *
604734	QUIET COVE APARTMENT CO. L.P..	RENT SUBSIDY	1,248.00 *
604735	RAMIREZ, RAYMOND	RENT SUBSIDY	4,384.00 *
604736	RANCHO ALISAL	RENT SUBSIDY	1,469.00 *
604737	RANCHO MARIPOSA	RENT SUBSIDY	1,709.00 *
604738	RANCHO TIERRA APARTMENTS	RENT SUBSIDY	1,620.00 *
604739	RATANJEE, D M		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
			609.00 *
		RENT SUBSIDY	2,450.00 *
604740	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	1,150.00 *
604741	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,010.00 *
604742	ROANOKE INC	RENT SUBSIDY	1,029.00 *
604743	ROBERTA APTS LP	RENT SUBSIDY	3,539.00 *
604744	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	5,783.00 *
604745	RUSSO & DUCKWORTH, LLP IOLTA	RENT SUBSIDY	298.33 *
604746	SABUNJIAN, MIHRAN	RENT SUBSIDY	1,406.00 *
604747	SACRAMENTO HOUSING	RENT SUBSIDY	974.53 *
604748	SALSOL PROPERTIES, LLC	RENT SUBSIDY	2,128.82 *
604749	SAN BERNARDINO HOUSING AUTH	RENT SUBSIDY	2,003.00 *
604750	SAN DIEGO HOUSING COMMISSION	RENT SUBSIDY	757.00 *
604751	SAN LEON	RENT SUBSIDY	813.00 *
604752	SAN MARCO APTS	RENT SUBSIDY	758.00 *
604753	SAN MARCO APTS	RENT SUBSIDY	1,025.00 *
604754	SAN MARINO VILLAS APTS	RENT SUBSIDY	1,951.00 *
604755	SARGENT, PAT	RENT SUBSIDY	1,474.00 *
604756	SCHLEIFER, JILL ANN C/O ORANGE COUNTY PROP MGMT INC.	RENT SUBSIDY	1,060.00 *
604757	SCHWERMANN, CELESTE	RENT SUBSIDY	684.00 *
604758	SCOTT G JOE C/O VP PROPERTY MANAGEMENT	RENT SUBSIDY	5,269.00 *
604759	SERRANO WOODS, LP	RENT SUBSIDY	810.00 *
604760	SHREEVES PROPERTIES, LLC C/O ORANGE COUNTY PROP MGMT	RENT SUBSIDY	
604761	SIGEL, IRV D C/O GERARD PROPERTIES	RENT SUBSIDY	

PAGE TOTAL FOR "\*" LINES = 36,981.68

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	2,316.00 *
604762	SILLO NORTHEAST, LLC	RENT SUBSIDY	850.00 *
604763	SILVERSTEIN, MARILYN	RENT SUBSIDY	313.00 *
604764	SKEOCH, JAMES C/O CASA BONITA	RENT SUBSIDY	4,095.00 *
604765	SPRINGSIDE, LLC	RENT SUBSIDY	1,960.00 *
604766	STANTON GROUP THREE, LLC	RENT SUBSIDY	777.00 *
604767	STEWART PROPERTIES		
604768-604769	VOID WARRANTS	RENT SUBSIDY	1,325.00 *
604770	SUMAC APARTMENT LLC	RENT SUBSIDY	1,185.00 *
604771	SUNDIAL APARTMENTS	RENT SUBSIDY	1,911.00 *
604772	SUNNYGATE, LLC	RENT SUBSIDY	949.00 *
604773	SUNRISE APARTMENTS	RENT SUBSIDY	364.00 *
604774	TA, DAVID	RENT SUBSIDY	2,071.00 *
604775	TA, THAI T.	RENT SUBSIDY	1,492.00 *
604776	TAHAMI, ALI	RENT SUBSIDY	2,936.00 *
604777	TALLEN, LLC	RENT SUBSIDY	1,801.00 *
604778	TAMERLANE APARTMENTS	RENT SUBSIDY	2,013.00 *
604779	TAMERLANE ASSOCIATES LLC C/O MPMS INC	RENT SUBSIDY	1,563.00 *
604780	TANG, KIM VAN	RENT SUBSIDY	2,927.00 *
604781	TERESINA APARTMENTS	RENT SUBSIDY	1,769.00 *
604782	THACH, HENRY	RENT SUBSIDY	861.00 *
604783	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	626.00 *
604784	THE ENTRUST GRUOP INC. FBO TOM TUONG QUOC LE IRA#36-10690	RENT SUBSIDY	

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,687.00 *
604785	THE FLORENTINE APTS	RENT SUBSIDY	7,814.00 *
604786	THE HUNTINGTON WESTMINSTER	RENT SUBSIDY	91.00 *
604787	THE KNOLLS	RENT SUBSIDY	872.00 *
604788	THE MEDITERRANEAN APTS	RENT SUBSIDY	5,043.00 *
604789	THE ROSE GARDEN APTS	RENT SUBSIDY	860.00 *
604790	THOMSON EQUITIES	RENT SUBSIDY	2,461.00 *
604791	THOMSON EQUITIES C/O BILL MAC DONALD	RENT SUBSIDY	1,696.00 *
604792	TLHA PALM LLC	RENT SUBSIDY	3,087.00 *
604793	TOPADVANCED, LLC	RENT SUBSIDY	1,171.00 *
604794	TRAN, ANDREW	RENT SUBSIDY	5,841.00 *
604795	TRAN, ANDREW	RENT SUBSIDY	1,041.00 *
604796	TRAN, ANH TUYET T	RENT SUBSIDY	800.00 *
604797	TRAN, ANNIE N	RENT SUBSIDY	963.00 *
604798	TRAN, ANTON	RENT SUBSIDY	1,229.00 *
604799	TRAN, BAC	RENT SUBSIDY	990.00 *
604800	TRAN, CATHY	RENT SUBSIDY	806.00 *
604801	TRAN, EDWARD T	RENT SUBSIDY	1,154.00 *
604802	TRAN, FREDERICK M	RENT SUBSIDY	3,415.00 *
604803	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	4,511.00 *
604804	TRAN, HO VAN	RENT SUBSIDY	1,106.00 *
604805	TRAN, HOA THU	RENT SUBSIDY	865.00 *
604806	TRAN, HUNG QUOC	RENT SUBSIDY	

PAGE TOTAL FOR "\*" LINES = 47,503.00

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## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,388.00 *
604807	TRAN, JIM DUC	RENT SUBSIDY	1,137.00 *
604808	TRAN, JOHN D.	RENT SUBSIDY	696.00 *
604809	TRAN, JOSEPH QUANG	RENT SUBSIDY	1,873.00 *
604810	TRAN, JULIE	RENT SUBSIDY	863.00 *
604811	TRAN, KEVIN THANH	RENT SUBSIDY	1,636.00 *
604812	TRAN, KIM	RENT SUBSIDY	1,171.00 *
604813	TRAN, KIM VAN	RENT SUBSIDY	1,224.00 *
604814	TRAN, LINDA L	RENT SUBSIDY	996.00 *
604815	TRAN, LUCIA THUY	RENT SUBSIDY	466.00 *
604816	TRAN, MAI B	RENT SUBSIDY	809.00 *
604817	TRAN, MY T	RENT SUBSIDY	1,369.00 *
604818	TRAN, NGOCLAN THI	RENT SUBSIDY	1,813.00 *
604819	TRAN, NHUT NGUYEN	RENT SUBSIDY	1,635.00 *
604820	TRAN, PHUONG	RENT SUBSIDY	890.00 *
604821	TRAN, SHELLY	RENT SUBSIDY	1,263.00 *
604822	TRAN, TAM MINH	RENT SUBSIDY	1,025.00 *
604823	TRAN, TAN MANH	RENT SUBSIDY	1,059.00 *
604824	TRAN, THANG	RENT SUBSIDY	482.00 *
604825	TRAN, THERESA T	RENT SUBSIDY	1,388.00 *
604826	TRAN, THU-HA	RENT SUBSIDY	1,654.00 *
604827	TRAN, THUY T	RENT SUBSIDY	794.00 *
604828	TRAN, TIEN		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	869.00 *
604829	TRAN, TIM	RENT SUBSIDY	1,563.00 *
604830	TRAN, TRI	RENT SUBSIDY	1,224.00 *
604831	TRAN, TUNG	RENT SUBSIDY	777.00 *
604832	TRAN, VAN	RENT SUBSIDY	901.00 *
604833	TRAN,HAU	RENT SUBSIDY	872.00 *
604834	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	871.00 *
604835	TRIEU, HONG QUANG C/O HAI THANH TA	RENT SUBSIDY	1,584.00 *
604836	TRINH, HAI	RENT SUBSIDY	949.00 *
604837	TRINH, KATHLEEN	RENT SUBSIDY	1,540.00 *
604838	TRINH, THANH-MAI	RENT SUBSIDY	752.00 *
604839	TRINH, TUAN	RENT SUBSIDY	1,286.00 *
604840	TRUONG, BAY LE	RENT SUBSIDY	77.00 *
604841	TRUONG, DUNG T	RENT SUBSIDY	894.00 *
604842	TRUONG, THUAN BICH	RENT SUBSIDY	2,502.00 *
604843	TRUONG, THUAN BICH	RENT SUBSIDY	1,108.00 *
604844	TRUONG,QUYEN MY	RENT SUBSIDY	1,360.00 *
604845	TRUONG,SON BICH	RENT SUBSIDY	1,840.00 *
604846	TSAU,LI-CHIN	RENT SUBSIDY	837.00 *
604847	TU BI THIEN TAM		
604848	VOID WARRANT		
604849	TUDOR GROVE C/O GOLDEN REMCO INC	RENT SUBSIDY	58,753.00 *
604850	TURI, ANGELO S	RENT SUBSIDY	2,602.00 *



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,277.00 *
604851	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	891.00 *
604852	V & M RASMUSSEN PROPERTIES, LLC	RENT SUBSIDY	11,933.00 *
604853	V.N. TIWARI & S. TIWARI AS TRUSTEES OF KASHI TRUST	RENT SUBSIDY	715.00 *
604854	VAN, KEITH KY THANH	RENT SUBSIDY	829.00 *
604855	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	1,259.00 *
604856	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	3,273.00 *
604857	VERSAILLES APTS	RENT SUBSIDY	633.00 *
604858	VIEN, DAVID	RENT SUBSIDY	478.00 *
604859	VILLA CAPRI ESTATES	RENT SUBSIDY	1,189.00 *
604860	VILLA, ROSENDO AND/OR ENEDINA	RENT SUBSIDY	12,434.00 *
604861	VILLAGE PROPERTY MGMT	RENT SUBSIDY	886.00 *
604862	VILLAGE PROPERTY MGMT	RENT SUBSIDY	305.00 *
604863	VINH, THUA	RENT SUBSIDY	770.00 *
604864	VIRAMONTES, ARTHUR E	RENT SUBSIDY	934.00 *
604865	VISTA DEL SOL APTS	RENT SUBSIDY	999.00 *
604866	VO, CUONG B GALERIA PASEOS MALL	RENT SUBSIDY	828.00 *
604867	VO, DANNY	RENT SUBSIDY	4,330.00 *
604868	VO, KHANH MAI	RENT SUBSIDY	1,645.00 *
604869	VO, KIMCHI	RENT SUBSIDY	1,108.00 *
604870	VO, LAN KHAI THI	RENT SUBSIDY	3,000.00 *
604871	VO, LE	RENT SUBSIDY	569.00 *
604872	VO, NAM T		

PAGE TOTAL FOR "\*" LINES = 50,285.00

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## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	834.00 *
604873	VO, TIN TRUNG	RENT SUBSIDY	693.00 *
604874	VOLE, TINA NGA	RENT SUBSIDY	1,068.00 *
604875	VONG, LONG	RENT SUBSIDY	843.00 *
604876	VPM MANAGEMENT	RENT SUBSIDY	1,248.00 *
604877	VU, ANNIE	RENT SUBSIDY	630.00 *
604878	VU, DAVID	RENT SUBSIDY	1,163.00 *
604879	VU, HUY HOANG	RENT SUBSIDY	1,594.00 *
604880	VU, LEO M	RENT SUBSIDY	1,736.00 *
604881	VU, LONG DUC	RENT SUBSIDY	686.00 *
604882	VU, MARY ANN	RENT SUBSIDY	842.00 *
604883	VU, NAM H	RENT SUBSIDY	1,081.00 *
604884	VU, TAM	RENT SUBSIDY	1,317.00 *
604885	VU, TAN DUY	RENT SUBSIDY	1,293.00 *
604886	VU, THAI	RENT SUBSIDY	1,394.00 *
604887	VU, DANG V	RENT SUBSIDY	798.00 *
604888	VU, DANNY	RENT SUBSIDY	3,535.00 *
604889	WALDEN APTS	RENT SUBSIDY	661.00 *
604890	WALDEN GLEN APTS	RENT SUBSIDY	1,057.63 *
604891	WASHINGTON COUNTY HRA	RENT SUBSIDY	867.00 *
604892	WEGENER, STELLA	RENT SUBSIDY	961.00 *
604893	WEI, FRANCIS	RENT SUBSIDY	4,901.00 *
604894	WEISER, IRVING		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	6,924.00 *
604895	WEISSER INVESTMENTS	RENT SUBSIDY	1,245.00 *
604896	WESTCHESTER PARK LP	RENT SUBSIDY	5,906.00 *
604897	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	6,195.00 *
604898	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	1,382.00 *
604899	WESTMINSTER HSG PARTNERS LP	RENT SUBSIDY	752.00 *
604900	WICK, CINDY OR ED	RENT SUBSIDY	4,953.00 *
604901	WINDMILL APARTMENTS	RENT SUBSIDY	730.00 *
604902	WINDSOR TOWNE LP	RENT SUBSIDY	5,770.00 *
604903	WINDSOR-DAWSON LP	RENT SUBSIDY	2,829.00 *
604904	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	1,421.00 *
604905	WONG, THOMAS G.	RENT SUBSIDY	1,218.00 *
604906	WOODBURY SQUARE	RENT SUBSIDY	1,678.00 *
604907	WURZELL, DAVID P.	RENT SUBSIDY	999.00 *
604908	YIANG, VINCE	RENT SUBSIDY	1,032.00 *
604909	YOUNG, HENRY H	RENT SUBSIDY	977.00 *
604910	ZHAO, GEORGE	RENT SUBSIDY	6,524.00 *
W604255	13251 NEWLAND LLC C/O ERICA STIDHAM	RENT SUBSIDY	2,071.00 *
W604257	19822 BROOKHURST, LLC	RENT SUBSIDY	9,108.00 *
W604258	2300 W EL SEGUNDO, L.P. C/O SWAMI INT	RENT SUBSIDY	3,183.00 *
W604259	7632 21ST ST LP WESTMINSTER SENIOR APTS	RENT SUBSIDY	17,689.00 *
W604260	ACACIA VILLAGE C/O DOUGLAS HOFER	RENT SUBSIDY	34,118.00 *
W604261	ACACIAN APTS		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	7,325.00 *
W604265	ALLARD APARTMENT, LLC	RENT SUBSIDY	3,099.00 *
W604266	ALTAMIRANO, CHIN MEI CHU	RENT SUBSIDY	1,000.00 *
W604269	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	5,411.00 *
W604270	AP HIGA-HIGA, LLC	RENT SUBSIDY	706.00 *
W604273	AUGUSTA GROUP INVESTMENTS, LLC	RENT SUBSIDY	18,449.00 *
W604274	AYNEM INVESTMENTS, LP C/O A & M PROP	RENT SUBSIDY	2,640.00 *
W604275	BAKER RANCH AFFORDABLE LP C/O SOLARI ENTERPRISES, INC	RENT SUBSIDY	1,026.00 *
W604276	BANH, MINDY KIEU	RENT SUBSIDY	4,869.00 *
W604280	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	2,211.00 *
W604282	BITTERLICH, CHAD C/O IRVINE PROPERTY MGMT, INC	RENT SUBSIDY	2,060.00 *
W604283	BOUTROS, ADEL A	RENT SUBSIDY	24,088.00 *
W604284	BOZARJIAN, RICHARD	RENT SUBSIDY	1,005.00 *
W604288	BUI, BACH	RENT SUBSIDY	1,298.00 *
W604290	BUI, DUNG	RENT SUBSIDY	2,170.00 *
W604291	BUI, KIMBERLY	RENT SUBSIDY	2,861.00 *
W604294	BUI, MONICA	RENT SUBSIDY	2,872.00 *
W604297	BUI, THUAN	RENT SUBSIDY	2,606.00 *
W604298	BUI, TRIET THO-MINH	RENT SUBSIDY	2,677.00 *
W604300	BURLEY, DAVID M C/O PARK PACIFIC	RENT SUBSIDY	818.00 *
W604303	CAO, HUONG B	RENT SUBSIDY	10,441.00 *
W604304	CAO, XUAN	RENT SUBSIDY	7,404.00 *
W604306	CHAN, KOU LEAN		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	2,797.00 *
W604308	CHAU, ALICE	RENT SUBSIDY	2,400.00 *
W604310	CHEN, DENNIS KYINSAN	RENT SUBSIDY	14,688.00 *
W604315	CHIANG, LI-YONG	RENT SUBSIDY	852.00 *
W604317	CLIFTON, KATHLEEN P	RENT SUBSIDY	2,727.00 *
W604318	COLACION, KATHY D	RENT SUBSIDY	26,411.00 *
W604320	CONTINENTAL GARDENS APTS	RENT SUBSIDY	1,826.00 *
W604321	COURTYARD APTS	RENT SUBSIDY	3,308.00 *
W604323	CROCKETT, JACK	RENT SUBSIDY	817.00 *
W604324	CRUZAT, KERILYN	RENT SUBSIDY	4,625.00 *
W604325	CURTIS FAMILY TRUST C/O SPURR & ASSOCIATES, INC	RENT SUBSIDY	2,787.00 *
W604326	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	1,682.00 *
W604327	DAM, BINH DINH	RENT SUBSIDY	1,404.00 *
W604328	DANG, CHINH VAN	RENT SUBSIDY	1,456.00 *
W604329	DAO, AILEEN A	RENT SUBSIDY	16,315.00 *
W604330	DAO, TU VAN	RENT SUBSIDY	5,880.00 *
W604335	DINH, KATHLEEN	RENT SUBSIDY	1,803.00 *
W604336	DINH, LONG T	RENT SUBSIDY	12,138.00 *
W604340	DNK PROPERTY LLC	RENT SUBSIDY	3,168.00 *
W604341	DO, HIEN DUC	RENT SUBSIDY	812.00 *
W604343	DO, NANCY	RENT SUBSIDY	2,677.00 *
W604345	DO, THUY THI	RENT SUBSIDY	5,844.00 *
W604346	DO, TINA		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	4,362.00 *
W604347	DOAN, DUNG VAN	RENT SUBSIDY	12,062.00 *
W604349	DONG, MINH TRANG	RENT SUBSIDY	717.00 *
W604350	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	9,132.00 *
W604353	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	3,088.00 *
W604356	DUNNETT, DAVID F	RENT SUBSIDY	744.00 *
W604357	DUONG, HONG MANH	RENT SUBSIDY	2,775.00 *
W604359	DUONG, MINH B	RENT SUBSIDY	1,243.00 *
W604361	DUONG, TONY XUAN	RENT SUBSIDY	3,555.00 *
W604364	DV-DEVELOPMENT & INVESTMENT, LLC	RENT SUBSIDY	915.00 *
W604367	EHLE, GERALD	RENT SUBSIDY	7,392.00 *
W604370	EL RAY PARTNERS, LLC C/O SCHROEDER MANAGEMENT CO.	RENT SUBSIDY	5,007.00 *
W604372	EMERALD FIELD, LLC	RENT SUBSIDY	1,079.00 *
W604376	ESPARZA, YOLANDA	RENT SUBSIDY	10,379.38 *
W604377	FAIRFAX COUNTY DEPT OF HOUSING	RENT SUBSIDY	523.00 *
W604378	FENG, TIMOTHY	RENT SUBSIDY	5,346.00 *
W604380	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	3,837.00 *
W604382	FRECHTMAN, WILLIAM	RENT SUBSIDY	706.00 *
W604386	GARDEN BAY APARTMENTS, LLC C/O PACIFICA CO	RENT SUBSIDY	6,944.00 *
W604387	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	1,211.00 *
W604390	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	837.00 *
W604391	GIACALONE, BRIGITTE	RENT SUBSIDY	1,094.00 *
W604399	GREEN, WILLIAM C/O G REYES		

PAGE TOTAL FOR "\*" LINES = 82,948.38

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	3,777.00 *
W604404	GUYUMJYAN, GINA	RENT SUBSIDY	3,027.00 *
W604406	HA, KHIEM Q	RENT SUBSIDY	2,544.00 *
W604407	HAH, CHENG	RENT SUBSIDY	1,658.00 *
W604410	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	833.00 *
W604414	HARMONY PARK SR APTS	RENT SUBSIDY	1,760.00 *
W604415	HAU, STEVEN	RENT SUBSIDY	1,854.00 *
W604416	HELMS, CHARLES	RENT SUBSIDY	826.00 *
W604418	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	9,421.00 *
W604420	HO, HENRY HOI	RENT SUBSIDY	3,033.00 *
W604422	HO, TIM	RENT SUBSIDY	1,994.00 *
W604423	HOANG, KHOI	RENT SUBSIDY	830.00 *
W604427	HOANG, LANG	RENT SUBSIDY	959.00 *
W604429	HOLEY, ELIZABETH	RENT SUBSIDY	2,610.00 *
W604431	HOMEOWNERS PROPERTIES, LLC	RENT SUBSIDY	3,351.00 *
W604433	HOWELL, ARLENE J	RENT SUBSIDY	3,863.00 *
W604437	HUYNH, DUONG P	RENT SUBSIDY	965.00 *
W604438	HUYNH, KELVIN	RENT SUBSIDY	771.00 *
W604441	HUYNH, MINH T MAI	RENT SUBSIDY	3,799.00 *
W604444	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	10,342.00 *
W604447	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	7,469.00 *
W604449	JG & B CORPORATION	RENT SUBSIDY	1,155.00 *
W604450	JOHNSON, NATHAN D.		

PAGE TOTAL FOR "\*" LINES = 66,841.00

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,127.00 *
W604452	JTK & ASSOCIATES	RENT SUBSIDY	8,804.00 *
W604453	JUNG SUN NOH C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	971.00 *
W604454	K.L.S. ONE LLC	RENT SUBSIDY	873.00 *
W604455	KAY VEE, LLC	RENT SUBSIDY	2,687.00 *
W604460	KEH, LU-YONG	RENT SUBSIDY	3,541.00 *
W604461	KELLEY, ROBERT	RENT SUBSIDY	3,972.00 *
W604462	KHA, CAM MY	RENT SUBSIDY	4,210.00 *
W604463	KIM, JONG WAN C/O CROWN INVESTMENT REALTY	RENT SUBSIDY	1,025.00 *
W604464	KIM, HARRY H C/O CROWN INV REALTY	RENT SUBSIDY	5,113.00 *
W604468	KLEIN, MARTIN	RENT SUBSIDY	24,135.00 *
W604475	LAGUNA HILLS TRAVELODGE LLC ATTEN: OFFICE	RENT SUBSIDY	6,534.00 *
W604476	LAKESIDE ASSOCIATION	RENT SUBSIDY	9,614.00 *
W604477	LAM, HAI	RENT SUBSIDY	3,177.00 *
W604478	LAM, DUY M	RENT SUBSIDY	868.00 *
W604480	LANDA, SALVADOR	RENT SUBSIDY	965.00 *
W604488	LE, HIEN QUANG	RENT SUBSIDY	1,662.00 *
W604489	LE, HONG PHUC THI	RENT SUBSIDY	1,852.00 *
W604491	LE, KIM CHI T	RENT SUBSIDY	964.00 *
W604493	LE, LY PHUONG	RENT SUBSIDY	1,732.00 *
W604495	LE, MICHAEL	RENT SUBSIDY	1,649.00 *
W604497	LE, NGAN VAN	RENT SUBSIDY	937.00 *
W604500	LE, NGUYEN NHU		

PAGE TOTAL FOR "\*" LINES = 86,412.00



## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	10,762.00 *
W604501	LE, TAN T	RENT SUBSIDY	1,001.00 *
W604505	LE, TRUNG T	RENT SUBSIDY	1,335.00 *
W604512	LEDUC, MONIQUE	RENT SUBSIDY	3,973.00 *
W604514	LEUNG, ROGER	RENT SUBSIDY	4,910.00 *
W604518	LIN, EEL-YU	RENT SUBSIDY	2,376.00 *
W604519	LOHR, KATHY	RENT SUBSIDY	3,891.00 *
W604520	LOTUS PROPERTIES	RENT SUBSIDY	3,042.00 *
W604521	LUONG, ALAN D	RENT SUBSIDY	1,142.00 *
W604522	LUU, XUYEN	RENT SUBSIDY	3,289.00 *
W604523	LY, MING	RENT SUBSIDY	676.00 *
W604524	LY, TAN Q	RENT SUBSIDY	1,565.00 *
W604525	LY, TRANH	RENT SUBSIDY	2,008.00 *
W604526	LY, XUAN GRACE LINH	RENT SUBSIDY	6,518.00 *
W604533	MAI, CHUCK	RENT SUBSIDY	3,349.00 *
W604540	MAUREEN APARTMENTS NO.2 LP	RENT SUBSIDY	3,646.00 *
W604547	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	1,285.00 *
W604548	MEAK, MANH	RENT SUBSIDY	3,951.00 *
W604553	MIKE & KATHY LEE LP	RENT SUBSIDY	486.00 *
W604558	MLR PROPERTY MANAGEMENT, LLC	RENT SUBSIDY	18,588.00 *
W604565	N & V DEVELOPMENT, LLC	RENT SUBSIDY	2,575.00 *
W604568	NEW TCNY LLC RETIREMENT PLAN & TRUST	RENT SUBSIDY	912.00 *
W604574	NGO, LOC T		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,228.00 *
W604576	NGO, MY TRONG	RENT SUBSIDY	1,129.00 *
W604577	NGO, VINCE K	RENT SUBSIDY	3,461.00 *
W604580	NGUYEN, ANDREW Q	RENT SUBSIDY	1,397.00 *
W604582	NGUYEN, ANNIE	RENT SUBSIDY	811.00 *
W604583	NGUYEN, AUNDREY N	RENT SUBSIDY	3,166.00 *
W604586	NGUYEN, BINH QUOC	RENT SUBSIDY	863.00 *
W604587	NGUYEN, CALVIN H	RENT SUBSIDY	1,696.00 *
W604588	NGUYEN, CHI HUYEN	RENT SUBSIDY	1,211.00 *
W604589	NGUYEN, CHUONG	RENT SUBSIDY	1,715.00 *
W604591	NGUYEN, CUONG C/O LUKE NGUYEN	RENT SUBSIDY	5,251.00 *
W604592	NGUYEN, DUONG	RENT SUBSIDY	6,775.00 *
W604594	NGUYEN, HOA THI	RENT SUBSIDY	2,120.00 *
W604601	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	1,183.00 *
W604602	NGUYEN, KENNETH	RENT SUBSIDY	9,826.00 *
W604604	NGUYEN, LANIE	RENT SUBSIDY	2,362.00 *
W604605	NGUYEN, LINDA	RENT SUBSIDY	6,534.00 *
W604606	NGUYEN, LYNDIA	RENT SUBSIDY	1,723.00 *
W604607	NGUYEN, MICHAEL THANG	RENT SUBSIDY	1,131.00 *
W604608	NGUYEN, MIMI	RENT SUBSIDY	15,166.00 *
W604609	NGUYEN, MYRA D	RENT SUBSIDY	266.00 *
W604611	NGUYEN, NGOC A	RENT SUBSIDY	8,342.00 *
W604615	NGUYEN, PHUONG MY THI		

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	1,199.00 *
W604618	NGUYEN, SON HONG	RENT SUBSIDY	1,844.00 *
W604624	NGUYEN, THAI DUC	RENT SUBSIDY	1,720.00 *
W604625	NGUYEN, THANH-LE	RENT SUBSIDY	2,574.00 *
W604627	NGUYEN, THINH QUOC	RENT SUBSIDY	2,451.00 *
W604629	NGUYEN, THUAN C	RENT SUBSIDY	1,768.00 *
W604631	NGUYEN, TIEP	RENT SUBSIDY	1,657.00 *
W604636	NGUYEN, TUNG QUOC	RENT SUBSIDY	1,895.00 *
W604639	NGUYEN, TUYET-LAN T	RENT SUBSIDY	177.00 *
W604641	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	2,408.00 *
W604643	NGUYEN, XUAN THI	RENT SUBSIDY	113.00 *
W604644	NGUYEN, CHI CHARLIE	RENT SUBSIDY	2,647.00 *
W604645	NGUYEN, DUNG VAN	RENT SUBSIDY	1,763.00 *
W604646	NGUYEN, HUY	RENT SUBSIDY	2,874.00 *
W604647	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	1,160.00 *
W604648	NGUYEN, LANI LAN T	RENT SUBSIDY	1,099.00 *
W604650	NGUYEN, MINH NGOC	RENT SUBSIDY	1,760.00 *
W604653	NGUYEN, PHAC V & NGUYEN HA T	RENT SUBSIDY	6,366.00 *
W604658	NGUYEN, THINH THI	RENT SUBSIDY	4,244.00 *
W604664	NGUYEN-SHEPARDSON, CAY THI	RENT SUBSIDY	1,165.00 *
W604666	NISHAN MALKASSIAN TRUST C/O LIDO PROPERTY MANAGEMENT	RENT SUBSIDY	11,800.00 *
W604675	PALM ISLAND	RENT SUBSIDY	3,181.00 *
W604679	PARK PLACE APTS LLP		

PAGE TOTAL FOR "\*" LINES = 55,865.00

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## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		RENT SUBSIDY	5,940.00 *
W604684	PATEL DILIP M	RENT SUBSIDY	4,938.00 *
W604688	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	1,357.00 *
W604689	PETITE ELISE, LLC	RENT SUBSIDY	1,826.00 *
W604694	PHAM, DAVID LINH	RENT SUBSIDY	1,659.00 *
W604695	PHAM, HIEU	RENT SUBSIDY	5,691.00 *
W604696	PHAM, LAN VAN	RENT SUBSIDY	866.00 *
W604697	PHAM, LONG NGOC	RENT SUBSIDY	740.00 *
W604698	PHAM, MINH VAN	RENT SUBSIDY	1,133.00 *
W604699	PHAM, PHUONG T	RENT SUBSIDY	1,791.00 *
W604703	PHAM, SON THAI	RENT SUBSIDY	2,749.00 *
W604704	PHAM, THANH QUOC	RENT SUBSIDY	1,163.00 *
W604705	PHAM, TIEN M	RENT SUBSIDY	1,417.00 *
W604706	PHAM, TRI	RENT SUBSIDY	2,442.00 *
W604711	PHAM, VICTOR	RENT SUBSIDY	7,105.00 *
W604713	PHAM, HAI MINH	RENT SUBSIDY	1,689.00 *
W604716	PHAM, QUANG	RENT SUBSIDY	817.00 *
W604717	PHAN, OANH	RENT SUBSIDY	1,290.00 *
W604718	PHAN, THANH T	RENT SUBSIDY	4,648.00 *
W604721	PHARN, ART S	RENT SUBSIDY	2,938.00 *
W604723	PINE TREE PROPERTY, LLC	RENT SUBSIDY	3,215.36 *
W604724	PLANO HOUSING AUTHORITY	RENT SUBSIDY	1,919.00 *
W604730	PUGH, RONNIE		

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W604734	RAGASOL, EDWARD C/O LIDO PROPERTY MGMT	RENT SUBSIDY	660.00 *
W604739	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,810.00 *
W604740	REED, ROGER LEE	RENT SUBSIDY	1,941.00 *
W604741	REYES, RAYMOND	RENT SUBSIDY	871.00 *
W604744	ROMO, JULIETA	RENT SUBSIDY	3,977.00 *
W604758	SCULLIN, ALFRED L C/O PARK PACIFIC	RENT SUBSIDY	2,750.00 *
W604762	SILVER COVE APARTMENTS, LP ATTEN: MANAGER OFFICE	RENT SUBSIDY	2,617.00 *
W604763	SINGING TREE	RENT SUBSIDY	2,376.00 *
W604764	SPH ENTERPRISES LLC	RENT SUBSIDY	5,809.00 *
W604767	STIDHAM,ERICA	RENT SUBSIDY	5,307.00 *
W604769	STUART DRIVE/ROSE GARDEN APTS C/O RENTAL OFFICE	RENT SUBSIDY	73,623.00 *
W604771	SUNGROVE SENIOR APTS	RENT SUBSIDY	20,095.00 *
W604773	SUNRISE VILLAGE PROPERTIES,LLC	RENT SUBSIDY	11,850.00 *
W604779	TANG, ENLIANG T	RENT SUBSIDY	1,017.00 *
W604780	TDT WASHINGTON, LLC	RENT SUBSIDY	1,943.00 *
W604782	THE BERNTH FAMILY TRUST	RENT SUBSIDY	4,458.00 *
W604785	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	26,824.00 *
W604791	TIET, THAO PHUONG	RENT SUBSIDY	3,666.00 *
W604792	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	59,612.00 *
W604793	TRAN'S APARTMENTS	RENT SUBSIDY	4,929.00 *
W604799	TRAN, BILLY	RENT SUBSIDY	1,061.00 *
W604800	TRAN, CHUONG V.	RENT SUBSIDY	2,536.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W604802	TRAN, HENRY	RENT SUBSIDY	1,241.00 *
W604804	TRAN, HOA	RENT SUBSIDY	1,184.00 *
W604805	TRAN, HOANG N	RENT SUBSIDY	1,430.00 *
W604806	TRAN, HUYEN N	RENT SUBSIDY	2,177.00 *
W604813	TRAN, LAY THI	RENT SUBSIDY	1,171.00 *
W604814	TRAN, LOC H	RENT SUBSIDY	1,258.00 *
W604816	TRAN, MARY	RENT SUBSIDY	461.00 *
W604817	TRAN, NGOC THI	RENT SUBSIDY	2,114.00 *
W604820	TRAN, RYAN	RENT SUBSIDY	1,349.00 *
W604821	TRAN, SONNY	RENT SUBSIDY	1,984.00 *
W604825	TRAN, THI	RENT SUBSIDY	4,056.00 *
W604826	TRAN, THUY	RENT SUBSIDY	921.00 *
W604830	TRAN, TU	RENT SUBSIDY	4,209.00 *
W604832	TRAN, DANNY	RENT SUBSIDY	1,988.00 *
W604833	TRAN, THAO DUC	RENT SUBSIDY	3,578.00 *
W604834	TRANG, TOM	RENT SUBSIDY	1,767.00 *
W604835	TRIEU, NANCY	RENT SUBSIDY	1,949.00 *
W604839	TRUONG, ALAN	RENT SUBSIDY	3,213.00 *
W604841	TRUONG, HUE	RENT SUBSIDY	2,064.00 *
W604845	TSAI, CAROLINE	RENT SUBSIDY	3,118.00 *
W604850	TURNBULL, JONATHAN H.	RENT SUBSIDY	657.00 *
W604852	V W PROPERTY	RENT SUBSIDY	4,021.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W604853	VALLEY VIEW SENIOR APTS C/O G & K MGMT CO, INC	RENT SUBSIDY	9,953.00 *
W604855	VAN, XUAN NGA	RENT SUBSIDY	2,099.00 *
W604859	VILLA CHAPMAN APARTMENTS, LLC	RENT SUBSIDY	635.00 *
W604865	VLE RENTAL, LLC	RENT SUBSIDY	1,601.00 *
W604867	VO, JEFF	RENT SUBSIDY	1,055.00 *
W604871	VO, LOC ANH	RENT SUBSIDY	1,053.00 *
W604875	VORA, NIPA D	RENT SUBSIDY	2,564.00 *
W604876	VT CAPITAL HOLDINGS, LLC	RENT SUBSIDY	2,460.00 *
W604877	VU, DAT	RENT SUBSIDY	11,477.00 *
W604878	VU, DEAN	RENT SUBSIDY	2,285.00 *
W604879	VU, KATHY HUONG	RENT SUBSIDY	286.00 *
W604880	VU, LINH DUY	RENT SUBSIDY	1,843.00 *
W604883	VU, NGUYET-THUYEN LE	RENT SUBSIDY	5,630.00 *
W604886	VU, VINCE HUNG	RENT SUBSIDY	5,543.00 *
W604888	VUONG, PETER H.	RENT SUBSIDY	4,884.00 *
W604890	WANG, SUZY	RENT SUBSIDY	6,912.00 *
W604895	WESSELN, HENRY B	RENT SUBSIDY	980.00 *
W604899	WESTPARK APTS	RENT SUBSIDY	945.00 *
W604904	WONDERFUL IDEA, LLC	RENT SUBSIDY	13,909.00 *
W604907	YAU, DEBBIE C.	RENT SUBSIDY	1,963.00 *
W604909	ZASLAVSKY, ALEXANDER OR EUGENIA	RENT SUBSIDY	3,846.00 *
W604910	ZHOU, JIN	RENT SUBSIDY	689.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/16

WARRANT

VENDOR

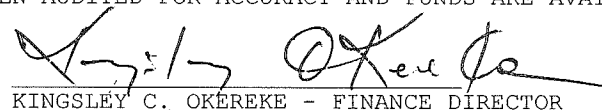
DESCRIPTION

AMOUNT

FINAL TOTAL

2,428,558.57 \*

DEMANDS #604256 - 604910 AND DIRECT DEPOSIT W604255 - W604910 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MAY 1, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF

  
KINGSLEY C. OKEREKE - FINANCE DIRECTOR

DIRECT DEPOSITS \$1,172,435.74



WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
603673	GUITAR CENTER STORES, INC.	REV & VOID	-1,946.06 *
604147	THE ORANGE COUNTY REGISTER FILE 1555	REV & VOID	-950.45 *
604246	PRINT MASTERS 85	REV & VOID	-1,453.80 *
W599696	HUYNH, VINCENT	REV & VOID	-845.00 *
W603362	WOODARD, BENNIE J., TRUSTEE	REV & VOID	-819.00 *
604911	PETTY CASH - FINANCE	HARRISON HUYNH	0.30
		BUS TAX	0.60
		YOLANDA FONSECA #51611	30.00
		MARIA ARTEAGA	60.00
		LOLENI TAUFETEE	30.00
		HARRISON HUYNH	42.50
		BUS TAX	110.00
		HARRISON HUYNH	10.00
		BUS TAX	10.00
		HARRISON HUYNH	0.70
		BUS TAX	1.40
		NICHOLAS MICHAEL FISHCER	20.00
		THOMAS HASKINS	79.00
		LONG BEACH CONVENTION	10.00
		RALPHS	53.40
		KMART	7.55
		DOLLAR TREE STORES	19.44
			484.89 *
604912	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,772.90 *
604913	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	123,264.25 *
604914	HOWEY, SHANE	MED TRUST REIMB	130.00 *
604915	MARYLAND CHILD SUPPORT ACCOUNT	WAGE ATTACHMENT	343.38 *
604916	MEROLA*, MILLIE	MED TRUST REIMB	685.42 *
604917	MOHAMED, SHAMIS ABDULLAHI	TENANT UTILITY REIMB	333.00 *
604918	MOURE, SVETLANA	MED TRUST REIMB	1,112.69 *
604919	PERRY, FELICIA JARINE	TENANT UTILITY REIMB	64.00 *
604920	PHAM, PHUONGMAI THI	TENANT UTILITY REIMB	10.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604921	POSTMASTER	POSTAGE	7,598.31 *
604922	CO. OF ORANGE	WAGE ATTACHMENT	461.54 *
604923	SPARGUR *, JEFFREY T	MED TRUST REIMB	458.76 *
604924	SWANA CA FOUNDING CHAP	TUITION/TRAINING	1,049.00 *
604925	VISION SERVICE PLAN	VISION INSURANCE	3,848.76 *
604926	CO. OF ORANGE	WAGE ATTACHMENT	134.31 *
604927	HIGGINS, KEITH	ACCOUNTS RECEIVABLE	14,932.36 *
604928	HOME DEPOT INCENTIVES INC GIFT CARD DEPT.	AWARDS/TROPHIES	330.00 *
604929	JOHNSON, CHRISTIAN	WAGE ATTACHMENT	276.92 *
604930	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	37.50 *
604931	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	835.51 *
604932	SAN DIEGO COMM COLLEGE DISTRICT SAN DIEGO MIRAMAR COLLEGE	TUITION/TRAINING	23.00 *
604933	STANDARD INSURANCE COMPANY	DISABILITY INSURANCE	23,005.97 *
604934	JOSHUA OLIVO	TRAVEL ADVANCE	579.80 *
604935	UNITED STATES TREASURY	WAGE ATTACHMENT	130.00 *
604936	CO. OF ORANGE	WAGE ATTACHMENT	831.00 *
604937	TARGET CORPORATION MAIL STOP 2B-H	AWARDS/TROPHIES	510.00 *
604938	RODRIGUEZ, SALVADOR	FOOD	500.00 *
604939	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,829.00 *
604940	RANCHO ALISAL	RENT SUBSIDY	4,358.00 *
604941	TANG, KIM VAN	WAGE ATTACHMENT	-468.90
		RENT SUBSIDY	1,563.00
			1,094.10 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604942	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	2,043.80 *
604943	THE ORANGE COUNTY REGISTER FILE 1555	OTHER PROF SERV	421.35 *
604944	THEODORE ROBINS FORD	MOTOR VEHICLE ADD	79,781.23 *
604945	GRIMCO, INC.	FURN/MACH/EQUIP REPL	22,196.00 *
604946	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	4,217.09 *
604947	GARDEN GROVE SECURED STORAGE	OTHER RENTALS	2,516.40 *
604948	AUTOMOTIVE TRAINING AUTHORITY, INC.	TUITION/TRAINING	627.00 *
604949	INFOSEND, INC.	OTHER MAINT ITEMS	130.06 *
604950	ALAN'S LAWN AND GARDEN CENTER INC.	GEN PURPOSE TOOLS	172.11 *
604951	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	9,766.20 *
604952	ANAHEIM HOUSING AUTHORITY COMMUNITY DEV.	MOBILITY INSP FEE	750.00 *
604953	AUDIO/VIDEO SERVICES	REPAIRS-FURN/MACH/EQ	300.00 *
604954	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	1,586.16 *
604955	BOLSA NURSERY	SEEDS/PLANTS	619.65 *
604956	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	1,545.54 *
604957	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	190.37 *
604958	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,991.68 *
604959	COMLINK LASERCARE	REPRO SUPPLIES	723.60 *
604960	CONTINENTAL CONCRETE CUTTING	GEN PURPOSE TOOLS	307.00 *
604961	DIAMOND ENVIRONMENTAL SERVICES	NON-SPEC CONTR SERV	406.98 *
604962	DRONE WORLD, LLC	OTHER PROF SUPPLIES	776.52 *
604963	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	1,042.00 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604964	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	134.99 *
604965	GBS LINENS	LAUNDRY SERVICES	186.65 *
604966	CITY OF GARDEN GROVE	WATER REFUND	450.00 *
604967	GRAFFITI PROTECTIVE COATINGS, INC.	TRAFFIC SIGNAL MAINT	119.56 *
604968	GUZMAN, JESSE	OTHER CONF/MTG EXP	120.75 *
604969	HD SUPPLY WATERWORKS, LTD.	WHSE INVENTORY	10,918.81 *
604970	HILL'S BROS LOCK & SAFE INC	MAINT-SERV CONTRACTS	84.00
		OTHER MAINT ITEMS	164.64
		OTHER MINOR TOOLS/EQ	226.51
		HARDWARE	5.24
			480.39 *
604971	KANG, MUN	DEPOSIT REFUNDS	95.00 *
604972	KELLY PAPER	WHSE INVENTORY	1,131.89 *
604973	L-3 COMMUNICATIONS MOBILE-VISION, INC	MOTOR VEH PARTS	64.80 *
604974	LIFECOM SAFETY SERVICE & SUPPLY	OTHER MAINT ITEMS	260.00
		GEN PURPOSE TOOLS	65.00
			325.00 *
604975	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	17,299.61 *
604976	GARDEN GROVE ACE HARDWARE	PAINT/DYE/LUBRICANTS	11.32 *
604977	MOMAR, INC	GEN PURPOSE TOOLS	697.98 *
604978	NEW IMAGE COMMERCIAL FLOORING	MAINT OF REAL PROP	8,947.54 *
604979	OFFICEMAX INCORPORATED	OFFICE SUPPLIES/EXP	2,196.79 *
604980	O.C. HOUSING AUTHORITY	MOBILITY INSP FEE	2,625.00 *
604981	POOL WATER PRODUCTS	OTHER MAINT ITEMS	27.58 *
604982	PROFFITT, NOEL	MILEAGE REIMB	15.01 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
604983	PRO-FORCE LAW ENFORCEMENT	MONITORED EQUIP	21,490.91 *
604984	RED WING SHOE STORE-WEST	SAFETY EQ/SUPPLIES	185.76 *
604985	LASALLE GROUP INC. DBA RIDDLE APPLIANCE & TV SVC	MAINT-SERV CONTRACTS	360.37 *
604986	SCOTT FAZEKAS & ASSOCIATES INC.	OTHER PROF SERV	9,211.59 *
604987	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
604988	SIMMONS, WILLIAM	CITATION DIST	51.00 *
604989	SONCEBOZ CORPORATION	FURN/MACH/EQUIP REPL	1,579.42 *
604990	SPARKLETTTS	BOTTLED WATER	53.10 *
604991	SPECTRUM GAS PRODUCTS, INC.	OTHER RENTALS	129.50 *
604992	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,294.50 *
604993	STEPHEN DORECK EQUIPMENT RENTALS, INC.	WTR/SWR CONST CONTR	235,657.00 *
604994	THOMPSON DOOR & FRAME INC.	HARDWARE	1,237.00 *
604995	TRANSFORMING LIFE CENTER, INC	OTHER PROF SERV	915.00 *
604996	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	225.00 *
604997	TURNOUT MAINTENANCE COMPANY	FIRE TURNOUTS REPAIR	205.20 *
604998	TYCO INTEGRATED SECURITY LLC	MAINT-SERV CONTRACTS	536.42 *
604999	UNIFIRST CORP	LAUNDRY SERVICES	993.87 *
605000	VERDE INVESTMENTS, INC.	INTEREST COSTS	7,984.20
		LONG TERM DEBT	5,180.22
			13,164.42 *
605001	VISION MARKING DEVICES	OFFICE SUPPLIES/EXP	34.55 *
605002	GRAINGER	GEN PURPOSE TOOLS	112.50

PAGE TOTAL FOR "\*" LINES = 287,387.61

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		SAFETY EQ/SUPPLIES	253.15
		OTHER CONST SUPPLIES	233.34
			598.99 *
605003	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	516.00 *
605004	WAXIE SANITARY SUPPLY	WHSE INVENTORY	146.18 *
605005	TREMCO/WEATHERPROOFING TECHNOLOGIES, INC.	MAINT-SERV CONTRACTS	1,318.67 *
605006	FERGUSON ENTERPRISES, INC #1350	PIPES/APPURTENANCES	178.12 *
605007	DEPT OF TRANSPORTATION ATTN: CASHIERING OFFICE	MAINT-SERV CONTRACTS	6,062.22 *
605008	ALTEC INDUSTRIES, INC	REPAIRS-FURN/MACH/EQ	8,552.64 *
605009	SAFEWAY SIGN COMPANY	SIGNS/FLAGS/BANNERS	3,434.75 *
605010	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	237.51 *
605011	NORTH NET TRAINING AUTHORITY	LUMBER	349.95 *
605012	LEIU	DUES/MEMBERSHIPS	595.00 *
605013	HI TECH PROTECTION SYSTEMS INC	OTHER PROF SERV	120.00 *
605014	E.G. BRENNAN & CO., INC.	MONITORED EQUIP	4,255.20 *
605015	BEE REMOVERS	NON-SPEC CONTR SERV	105.00 *
605016	GLOBAL COLLISION CENTER	REPAIRS-FURN/MACH/EQ	1,548.18 *
605017	CWC CONSULTING 4D FIRE SOFTWARE	MAINT-SERV CONTRACTS	3,500.00 *
605018	DIRECTV	CABLE TV SERVICE	299.82 *
605019	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER	TUITION/TRAINING	121.00 *
605020	DEPARTMENT OF CONSUMER AFFAIRS	TAXES/LICENSES	115.00 *
605021	NAKAISHI, KIRSTEN	OTHER FOOD ITEMS	59.73 *
605022	BACKOURIS, KRISTEN A	TRAVEL ADVANCE	-102.00

PAGE TOTAL FOR "\*" LINES = 32,113.96

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		SUBSISTENCE	84.00
		OTHER CONF/MTG EXP	35.22
			17.22 *
605023	DOUGLAS, MONSON HENRY	OTHER PROF SERV	136.50 *
605024	EDGAR VALENCIA	TRAVEL ADVANCE-P.D.	195.50 *
605025	COMPASS DEMOGRAPHICS, INC.	OTHER PROF SERV	8,000.00 *
605026	VAN WIE, RYAN	TUITION/TRAINING	50.00 *
605027	THREADGOLD, LINDA	INTEREST	206.00 *
605028	GREENE, JOSEPH	AWARDS/TROPHIES	250.00 *
605029	MARCARIO, GIANNA	AWARDS/TROPHIES	250.00 *
605030	MELENDREZ, MATTHEW	AWARDS/TROPHIES	500.00 *
605031	ARROW INTERNATIONAL, INC.	MEDICAL SUPPLIES	291.72 *
605032	BEHAVIOR ANALYSIS TRAINING INSTITUTE	TUITION/TRAINING	481.00 *
605033	FORMA DESIGN, INC.	ENGINEERING SERVICES	61.84 *
605034	NWN CORPORATION	OFFICE SUPPLIES/EXP	270.00 *
605035	O.C. FOUNTAIN CARE	OTHER PROF SERV	50.00 *
605036	EVERGREEN NURSERY	SEEDS/PLANTS	234.00 *
605037	GRP2 UNIFORMS, INC KEYSTONE UNIFORMS, OC	UNIFORMS	2,408.20 *
605038	SOUTHERN COMPUTER WAREHOUSE, INC	DATA PROCESSING SUPP	777.39 *
605039	ZERO WASTE USA	OTHER MAINT ITEMS	320.76 *
605040	BRETT MEISLAHN	L/S/A TRANSPORTATION	529.74
		OTHER CONF/MTG EXP	98.34
			628.08 *
605041	PREMIUM QUALITY LIGHTING	ELECTRICAL SUPPLIES	141.85 *

## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
605042	OCFCIA BANK OF THE WEST - C.MANNING	DUES/MEMBERSHIPS	80.00 *
605043	HAPPY SOFTWARE, INC.	SOFTWARE	10,793.00 *
605044	PRINT MASTERS 85	ADVERTISING	336.28
		SIGNS/FLAGS/BANNERS	1,087.52
			1,423.80 *
605045	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	PISTOL RANGE RENTAL	2,367.49
		DISPATCH SERVICES	34,927.00
		OTHER PROF SERV	4,624.25
			41,918.74 *
605046	DESBIENS, RICHARD	TRAVEL ADVANCE	-390.86
		L/S/A TRANSPORTATION	82.00
		OTHER CONF/MTG EXP	414.67
			105.81 *
605047	SAN DIEGO REGIONAL TRAINING CENTER	TUITION/TRAINING	525.00 *
605048	JTB SUPPLY CO INC	MAINT SUPP-TRAFF SIG	1,594.08 *
W1569	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	468.90 *
W1570	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	3,857.71 *
W1571	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	468.90 *
W1572	KS STATE BANK	INTEREST COSTS	527.27
		LONG TERM DEBT	7,349.81
			7,877.08 *
W1573	CALIF STATE BOARD OF EQUALIZATION	WHSE INVENTORY	1,015.17
		FEE REFUND	305.89
		OTHER PROF SERV	83.60
		OTHER EDUCATION EXP	52.56
		LABORATORY CHEMICALS	76.80

PAGE TOTAL FOR "\*" LINES = 69,113.02



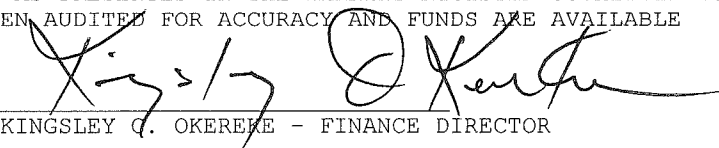
## WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/10/16

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OTHER PROF SUPPLIES	7.60
		OTHER MAINT ITEMS	268.12
		REPRO SUPPLIES	35.56
		OFFICE SUPPLIES/EXP	2.74
		MINOR OFFICE FURN/EQ	1,200.00
		MINOR FURN/EQUIP	239.10
		OTHER MINOR TOOLS/EQ	210.88
		HARDWARE	44.09
		MONITORED MINOR EQ	92.22
		FURN/MACH/EQ ADDS	417.67
			4,052.00 *
W1574	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	481,461.07 *
W1575	SUNTRUST	INTEREST COSTS	3,869.09
		LONG TERM DEBT	22,765.21
			26,634.30 *

PAGE TOTAL FOR "\*" LINES = 512,147.37

FINAL TOTAL 1,282,001.49 \*

DEMANDS #604911 - 605048 AND WIRES W1569 - W1575 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MAY 10, 2016, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF



KINGSLEY C. OKEREKE - FINANCE DIRECTOR

**Zimbra****ellisc@ci.garden-grove.ca.us**

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**Fwd: Request for Early release of a Check for Drone World**

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**From :** Kingsley Okereke <kingsley@ci.garden-grove.ca.us>

Thu, May 05, 2016 10:14 AM

 1 attachment**Subject :** Fwd: Request for Early release of a Check for Drone World**To :** Ellis Chang <ellisc@ci.garden-grove.ca.us>

Please go ahead and release the warrant to Drone World as requested by the Community Services Director. Print and attach this email to the warrant report to Council.

**Kingsley C. Okereke****Assistant City Manager/Director of Finance**

City of Garden Grove

11222 Acacia Parkway

Garden Grove, CA 92842

Phone: 714-741-5060

Fax: 714-741-5205

**kingsley@garden-grove.org**

WWW.garden-grove.org

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**From:** "Huy, Kim" <kihuy@ci.garden-grove.ca.us>**To:** "Kingsley Okereke" <kingsley@ci.garden-grove.ca.us>**Sent:** Thursday, May 5, 2016 10:11:18 AM**Subject:** Request for Early release of a Check for Drone World

Kingsley:

To accommodate a tight video production schedule for this year's Garden Grove Pride program, I am requesting that the Finance Department release a check prior to the City Council meeting of May 10, 2016. The check is for approximately \$720 and is payable to Drone World.

Thank you in advance for your consideration,

Kimberly Huy  
Community Services Director

Parks  
Make  
Life  
Better!

City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Direct Line 714.741.5212  
Facsimile 714.741.5579  
kihuy@garden-grove.org  
Visit our website at: [www.garden-grove.org](http://www.garden-grove.org)

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Parks  
Make  
Life  
Better!

**Signature**  
1 KB

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**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Maria Stipe
Dept.:	City Manager	Dept.:	City Manager
Subject:	Approval of a letter urging the President and the State Department to call for the release of Nguyen Van Dai. ( <i>Action Item</i> )	Date:	5/10/2016

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Letter will be available at the City Council meeting.

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Lisa Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of an Exclusive Negotiation Agreement with New Age Garden Grove, LLC. ( <i>Action Item</i> )	Date:	5/10/2016

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**OBJECTIVE**

To request the City Council approve an Exclusive Negotiation Agreement (ENA) between the City and New Age Garden Grove, LLC (as successor to Palm Court Lodging) ("Developer") for the development of approximately 10 acres of real property in the city of Garden Grove (refer to Site Map, Exhibit "A").

**BACKGROUND**

Palm Court Lodging, LLC, a California limited liability company ("Palm Court") and the Garden Grove Agency for Community Development ("Former Agency") entered into a Disposition and Development Agreement by and between the Garden Grove Agency for Community Development ("Former Agency") and Palm Court dated as of June 26, 2001 (the "Original DDA"). Under the Original DDA, Palm Court was to acquire land from the Former Agency and develop two hotels. Although one hotel was built (the "First Hotel") the 288 room Sheraton, the disposition of land for and development of a second hotel (the "Second Hotel") as provided for under the Original DDA has not occurred. Developer is the assignee of Palm Court with regard to the acquisition of land and development of the Second Hotel under the Original DDA. The agreement is under an enforced delay due to actions from the RDA Dissolution.

**DISCUSSION**

The Developer owns and manages over a billion dollars in assets, and has developed and acquired millions of square feet of prime real estate, including hotel properties with major hotels brands, such as Marriott, Sheraton, Embassy Suites, Starwood, and Hilton. Recent projects include the Garden Grove Brookhurst Triangle, currently in Phase 1; the acquisition of the Puente Hills Mall in the City of Industry, CA; and the construction of the Ritz Carlton in Rancho Mirage, CA.

The Developer has proposed expanding the current project site for the Second Hotel

to include the original DDA Property, the Tamerlane Apartments, and the Single Family Properties all shown on the Site Map (collectively, the "Site"). The Developer has chosen Nickelodeon as the Brand for the hotel and has a license agreement to use the company's intellectual property. The Developer has also finalized brand standards for the development of the hotel, the hotels amenities and hotels attractions. The Nickelodeon brand is iconic and its programming is aimed at children and adolescents ages 8–17. Nickelodeon programming consists of original first-run television series, along with occasional broadcasts of released and original made-for-cable movies. The development will benefit from the marketing power of the Nickelodeon name, which reaches 500 million households.

Proposal includes the following:

- Expanding project site from 2.5 acres to approximately 10 acres;
- Development of a AAA Four Diamond Nickelodeon Brand Hotel and Resort with approximately 600 rooms (total number of rooms to be determined with further planning);
- Meeting space ranging from 15,000 square feet to 30,000 square feet;
- Resort-style pool and spa;
- Retail, dining, and entertainment component of approximately 5,000 square feet to 15,000 square feet; and
- Subterranean, and/or structure parking, with additional amount of surface parking.

The ENA period is for one hundred eighty (180) days, with two (2) 30-day extensions if the Developer has provided evidence and the City has verified they are making substantial progress. General provisions of the ENA include:

- Developer will pay for costs incurred in connection with the acquisition of the Third Party Property, relocation of occupants of the Site and/or environmental review relating to the Project.
- Developer has the right to approve all costs prior to acquisition of any Third Party Property, or prior to engagement of consultant related to relocation of occupants of the Site, or related to any environmental review related to the Project.
- To this end, Developer will deliver to the City \$100,000 once Developer is reasonable satisfied the expanded Site of Second Hotel will proceed.
- If Developer's expenses incurred in connection with the acquisition of the Third Party Property, relocation of occupants of the Site and/or environmental review of the Project exceed the amount previously delivered to the City by the Developer, the City will notify the Developer and Developer shall promptly deliver additional monies in the amount of \$50,000 to pay for such costs.
- If it is believed costs will exceed \$150,000, then the Developer may either advance additional monies as necessary or terminate this agreement without any liability to either party.

The ENA will provide for the Developer to establish a period during which they shall have the exclusive right to negotiate with the City the terms of the DDA, which will include, without limitations, the economics of the development, the site plan, and the specific uses of the Development Project.

## FINANCIAL IMPACT

There is no impact to the City's General Fund. If the City decides to enter into a DDA with the Developer, the project would generate annual property tax revenues. Additional financial impacts will be identified in the final DDA consideration.

## RECOMMENDATION

It is recommended that the City Council:

- Consider approving the attached ENA with New Age Garden Grove, LLC, for the development of approximately 10 acres of real property in the city; and
- Authorize the City Manager to make minor modifications, execute pertinent documents and amend or extend the ENA period.

By: Greg Blodgett, Sr. Project Manager

### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Exclusive Negotiatin Agreement	4/28/2016	Backup Material	DOCSOC-#1753654-v10-GG_(New_Age)_Exclusive_Negotiation_Agreement.DOCX
Exhibit A - Site Map	4/28/2016	Exhibit	Large_Site_B2_Map_2-1.pdf

## EXCLUSIVE NEGOTIATION AGREEMENT

**THIS EXCLUSIVE NEGOTIATION AGREEMENT** (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2016 (the “Date of Agreement”), by and between the **CITY OF GARDEN GROVE**, a municipal corporation (“City”) and \_\_\_\_\_, a \_\_\_\_\_ (the “Developer”) (the Developer and the City are collectively referred to herein as the “Parties”).

### *RECITALS*

The following recitals are a substantive part of this Agreement.

- A. City is a municipal corporation.
- B. Developer is an experienced developer, owner, manager and operator of hotels and commercial facilities.
- C. Palm Court Lodging, LLC, a California limited liability company (“Palm Court”) and the Garden Grove Agency for Community Development (“Former Agency”) entered into that certain Disposition and Development Agreement by and between the Garden Grove Agency for Community Development (“Former Agency”) and Palm Court dated as of June 26, 2001 (the “Original DDA”). Under the Original DDA, Palm Court was to acquire land from the Former Agency and develop two hotels. Although one hotel was built (the “First Hotel”), the disposition of land for and development of a second hotel (the “Second Hotel”) as provided for under the Original DDA has not occurred. Developer is the assignee of Palm Court with regard to the acquisition of land and development of the Second Hotel under the Original DDA.
- D. Developer has proposed the development, opening, and operation of a AAA Four Diamond hotel and resort (the “Project”) on the property which is the subject matter of the Original DDA (the “Successor Agency Property”) and additional land owned by third parties adjacent to the Successor Agency Property (the “Third Party Property”). The Successor Agency Property and the Third Party Property is collectively referred to herein as the “Site” as shown on the map attached hereto as Exhibit “A.”
- E. Developer has requested that the City enter into this Agreement in order to facilitate the ability of the Developer to explore the viability of its development concept, to develop a detailed methodology and sequence of events for the acquisition of the Third Party Property, as well as to prepare and refine a proposal for the financing of the Project.
- F. The Parties have previously prepared an undated document entitled “Deal Point Memorandum” (the “Memorandum”), attached hereto as Exhibit “B”, which addresses certain topics anticipated to be addressed in an agreement between the City and the Developer (the “City DDA”). While the Parties intend to negotiate substantially on the fundamental basis set forth in the Memorandum, the Memorandum has not been approved by and does not bind City and neither party has made any determination as to whether the development is feasible or practicable; it is therefore anticipated that negotiations will adapt to the circumstances that present themselves from time to time during the Negotiation Period.



G. The foregoing Recitals constitute a substantive part of this Agreement.

H. This Agreement is in the vital and best interests of the City and the health, safety and welfare of its residents, and in accordance with public purposes of applicable state and local laws and requirements.

I. The Parties intend that during and for the period of negotiations set forth herein (the “Negotiation Period”) each will perform certain actions and responsibilities under this Agreement.

**NOW, THEREFORE**, the Parties mutually agree as follows:

**1. Exclusive Agreement to Negotiate.**

a. Required Actions.

(1) Developer hereby agrees to pay the costs incurred in connection with the acquisition of the Third Party Property, the relocation of occupants of the Site and/or environmental review relating to the Project. Developer shall have the absolute right to approve all costs prior to the acquisition of any Third Party Property, or prior to the engagement of any consultant related to the relocation of the occupants of the Site, or related to any environmental review related to the project. To this end, the Developer shall, deliver to the city the amount of One Hundred Thousand Dollars (\$100,000.00) (“Initial Deposit”), once the Developer is reasonably satisfied that the Project will proceed. Thereafter, if the expenses incurred in connection with the acquisition of the Third Party Property, the relocation of occupants of the Site and/or the environmental review of the Project exceed the cumulative amounts previously delivered to City by Developer, City shall notify Developer and Developer shall promptly deliver additional moneys in the amount of Fifty Thousand Dollars (\$50,000.00) (“Additional Deposit”) to pay such costs. If, after the Additional Deposit is made, the parties believe that the costs described above will exceed the Initial Deposit plus the Additional Deposit, then Developer may either (i) advance additional funds, as necessary, or (ii) terminate this Agreement. In the case of termination, neither party shall have any rights or obligations hereunder.

(2) Within ninety (90) days from the Date of Agreement, Developer shall submit to the City a “Preliminary Development Concept Package” which shall include:

(a) a development proposal generally describing the Project proposed to be constructed, including all development activities proposed to be undertaken (the “Proposed Development”), which Proposed Development shall include a hotel of approximately six-hundred (600) rooms, between 15,000 square feet and 30,000 square feet of meeting space, resort-style pool, spa and restaurant amenities] and which hotel shall be a hotel recognized and designated by the American Automobile Association as a AAA Four Diamond Hotel (“Conforming Hotel”);

(b) a site plan and elevations for the Conforming Hotel;

(c) a plan [which may be the plan prepared by the City’s acquisition and relocation consultant] with respect to the acquisition of the Third Party Property and the relocation of its occupants;

(d) a statement describing the proposed method of financing, including construction and permanent financing and, if applicable, proposed credit enhancement;

(e) a list of entities prepared to be involved in the development as well as the operation of the Conforming Hotel, their respective roles, and financial references for such entities;

(f) a construction and operating pro forma which identifies all sources and uses of funds including without limitation design of the Conforming Hotel and supporting infrastructure; and

(g) a proposed timeline;

After receipt of the complete Preliminary Development Concept Package, City will review the Preliminary Development Concept Package. Subject to such review, City will provide input to Developer concerning the Preliminary Development Concept Package. If City determines that the Preliminary Development Concept Package as originally submitted is not suitable to the needs and desires of City, City shall so inform Developer. Upon receipt of such information, Developer shall, within ninety (90) days of receipt of such notice, submit a revised Preliminary Development Concept Package or inform City in writing that it agrees that this Agreement shall be terminated.

If City determines that a Preliminary Development Concept Package is appropriate, Developer shall proceed with preparation of a “Draft Final Development Concept Package,” as described below.

(3) Within ninety (90) days from the approval by City of a Preliminary Development Concept Package, Developer shall submit to the City a “Draft Final Development Concept Package,” consisting of the following:

(a) updated information, current as of the date of submittal of the Final Development Concept Package, as to each and every item set forth under the heading “Preliminary Development Concept Package” and addressing such other and additional matters as may arise during negotiations;

(b) proposed final identification of sources of financing, with a description of the terms and conditions of such financing;

(c) a highly detailed proposed scope of development including minimum and appropriate square footages of buildings, a detailed parking and access plan, a reasonably detailed landscape plan, and a proposed financing plan;

(d) an updated timeline; and

(e) a detailed construction schedule of development.

After receipt of the complete Draft Final Development Concept Package, City will review the Draft Final Development Concept Package. Subject to such review, City will provide input to Developer concerning the Draft Final Development Concept Package. If City determines that the Draft Final Development Concept Package as originally submitted is not suitable to the needs and

desires of City, City shall so inform Developer. Upon receipt of such information, Developer shall, within ninety (90) days of receipt of such notice, submit a revised Draft Final Development Concept Package or inform City in writing that it agrees that this Agreement shall be terminated.

If City determines that a Draft Final Development Concept Package is appropriate, it shall be referred to as the “Final Development Concept Package” and the parties will proceed with the negotiation of a disposition and development agreement or similar agreement. The Parties acknowledge that the inclusion of the Successor Agency Property would require implementation of the Original DDA, without amendment, which implementation may require approvals by the Oversight Board to the Successor Agency (the “Oversight Board”) and possibly review by the California Department of Finance (“DOF”). The Parties further acknowledge that no contact has been made with the owners of the Third Party Property, the availability of or price for the Third Party Property has not been determined, and the cost of relocation or associated costs has not been determined.

(4) The Developer shall bear the cost for its performance under this Agreement, including without limitation costs incurred by the City with respect to the plans for acquisition of the Third Party Property, and relocation planning and implementation and the environmental review of the Conforming Hotel.

(5) During the term of this Agreement, the City will negotiate exclusively with Developer concerning the development of a Conforming Hotel on the Site.

b. Term. The term of the negotiation period commence as of the Date of Agreement and shall continue until the earlier to occur of (i) the execution by the parties of the City DDA, or (ii) to the first (1st) anniversary of the Date of Agreement (the “Term of the Negotiation Period”) at which time this Agreement shall automatically terminate unless sooner terminated pursuant to Section 10 or extended by the parties, each acting at its sole and absolute discretion.

c. Agreement to Negotiate. The City (by and through its staff and consultants) and Developer agree that for the term of the Negotiation Period (whether said period expires or is earlier terminated by the provisions herein) each party shall negotiate diligently and in good faith to carry out its obligations under this Agreement with the goal of coming to agreement on a City DDA. The Developer expressly agrees and acknowledges that its rights pursuant to this Agreement are subject to and based upon compliance by the Developer with this Agreement (including without limitation the making of all submittals required pursuant to this Agreement, in conformity with this Agreement).

d. Supplemental Progress Reports. In addition to the information required in Section 1 above, for so long as this Agreement remains in effect Developer agrees to make [weekly] oral progress reports and [monthly] written reports to the City Manager or his designee advising the City on all matters and all studies being made.

**2. No Predetermination of City Discretion; No Assurances as to Actions of Other Entities.** The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the City’s discretion. The Developer acknowledges in this regard that the feasibility of the Developer’s proposal has not been determined nor has the City completed necessary environmental review or governmental processes necessary for processing of plans for development or use of the Site. Further, nothing in this Agreement in any

respect does or shall be construed to affect or prejudice the City's discretion to consider, negotiate, or undertake the acquisition and/or development of any portion of the Site, or shall affect the City's compliance with the laws, rules, and regulations governing land uses, environmental review, or disposition of the Site. In addition, no assurances are made by City hereunder concerning any actions by the Successor Agency, Oversight Board, DOF or any private party.

3. **Environmental and Other Requirements.** Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq.) may be applicable to proposed development. Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for any proposed development. The City, by this Agreement, undertakes no obligation to pay any costs associated with such environmental documents.

4. **Costs and Expenses.** Except as otherwise provided in this Agreement, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

5. **No Change in Developer or its Constituent Members.** The Developer shall within thirty (30) days of this Agreement make full disclosure to the City of all pertinent information concerning the Developer, including any joint venture partners. The qualifications of the Developer are of particular interest to the City. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without the prior written approval of the City, which approval the City may grant, withhold, condition, or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

6. **Lead Negotiators.** \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ shall be the lead negotiators for the City with respect to the subject matter of this Agreement. \_\_\_\_\_ and \_\_\_\_\_ shall be lead negotiators for Developer with respect to the subject matter of this Agreement.

7. **Address for Notices.** Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To City: City of Garden Grove  
Attention: Scott C. Stiles, City Manager  
11222 Acacia Parkway  
Garden Grove, California 92842

With a copy to: Stradling Yocca Carlson & Rauth  
660 Newport Center Drive, Suite 1600  
Newport Beach, California 92660  
Attention: Thomas P. Clark, Jr.

To Developer: Kam Sang  
411 E. Huntington Drive #305  
Arcadia, California 91006  
Attn: [Phil Wolfgramm]

8. **Default.** Failure by either party to perform one or more of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default.

9. **Remedies for Breach of Agreement.** In the event of an uncured default under this Agreement, the sole remedy of the nondefaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, or failure to reach agreement on a City DDA as to the Site, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, the Developer knowingly agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or interest in the Property or any portion thereof.

10. **Termination.** This Agreement shall: (i) automatically terminate upon the expiration of the Term of the Negotiation Period or earlier as set forth in Section 1.b above, or (ii) terminate prior to the time(s) set forth in Section 1.b above in the event the Developer shall fail to perform its obligations hereunder to the reasonable satisfaction of the City Manager; provided that prior to termination under (ii) of this Section 10, the City shall provide the Developer with notice of any such failure(s) and thirty (30) days in which to cure. In addition, the parties agree that if either party shall determine that it is infeasible to proceed in the manner provided under the Preliminary Development Concept Package or the Draft Final Development Concept Package or if the development of the Site, consistent with such Preliminary Development Concept Package or Draft Final Development Concept Package, does not appear to either party to be economically sound and feasible, either party may, upon ten (10) days' written notice to the other party, terminate this Agreement. Upon termination of this Agreement, whether upon expiration of the Negotiation Period or otherwise, both Parties knowingly agree that neither Party shall have any further rights or remedies to the other and the Developer shall have no rights in or with respect to the Site.

11. **Time of Essence.** Time is of the essence of every portion of this Agreement in which time is a material part. During the Negotiation Period the time periods set forth in this Agreement for the performance obligations hereunder shall apply and commence upon a complete submittal of the applicable information or occurrence of an applicable event. In no event shall an incomplete submittal by the Developer trigger any of the City's obligations of review, approval and/or performance hereunder; provided, however that the City shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the City's action on the particular item in question. Further, the time periods set forth herein are outside dates of performance. In the event a party completes a performance item earlier than the time required hereunder, the time for the next performance obligation of a party shall commence. Thus, the parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

12. **Real Estate Commissions.** The City shall not be liable for any real estate commission or brokerage fees which may arise with respect to this Agreement or the Site.

13. **Developer Not an Agent.** The Developer is not an agent of the City.

14. **Press Releases.** The Developer agrees to discuss any press releases with the City Manager or his designee prior to disclosure or publication in order to assure accuracy and consistency of the information.

15. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

16. **Agreement Does Not Constitute Development Approval.** The City reserves final discretion and approval as to any sublease or development and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the proposed development or any other project. All design, architectural, and building plans for the Proposed Development shall be subject to the review and approval of the City and such governmental entities properly exercising authority with respect thereto. By its execution of this Agreement, the City is not committing itself to or agreeing to undertake the disposition of the Site to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

17. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of California.

18. **Implementation of Agreement.** The City shall maintain authority to implement this Agreement through the City Manager (or his or her duly authorized representative). The City Manager shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of the City so long as such actions do not materially or substantially change the uses or concept of the proposed development, or add to the costs or risks incurred or to be incurred by the City as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other materials and/or substantive interpretations, waivers, or amendments shall require the collective consideration, action and written consent of the governing board of the City.

19. **No Third Party Beneficiaries.** There are no third party beneficiaries of this Agreement.

20. **Waiver of Damages.** Each party hereby waives any claim for monetary damages for breach or default hereunder.

**NOW THEREFORE**, the Parties have executed this Negotiation Agreement as of the date and year first set forth above.

**CITY:**

**CITY OF GARDEN GROVE**, a municipal corporation

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Stradling Yocca Carlson & Rauth PC  
Special Counsel to City

**DEVELOPER:**

\_\_\_\_\_, a \_\_\_\_\_

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

Its: \_\_\_\_\_

**EXHIBIT “A”**

**MAP OF THE SITE**

[to come]

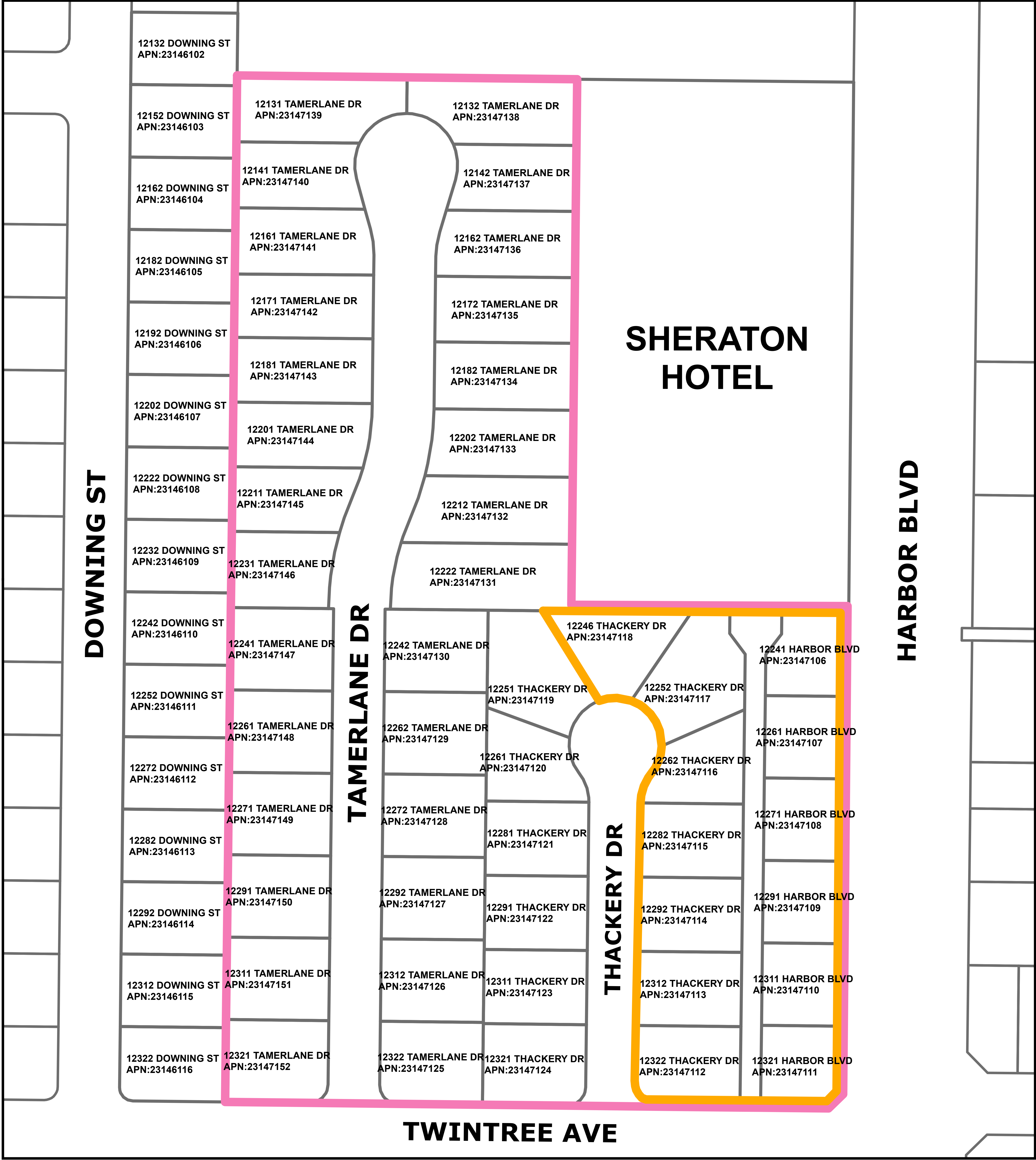




**EXHIBIT “B”**

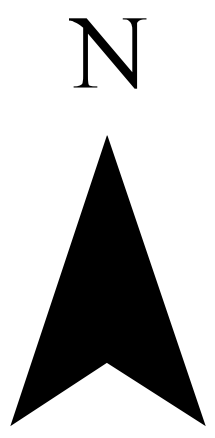
**MEMORANDUM**

[to come]

# PROPOSED SITE B2 RESORT



-  Proposed Project Site
-  Original DDA Project Site



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Adoption of Resolutions approving a purchase and sale agreement and a lease with the Garden Grove Housing Authority for acquisition and lease of Civic Center properties. ( <i>Action Item</i> )		
		Date:	5/10/2016

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**OBJECTIVE**

To adopt resolutions approving a purchase and sale agreement for acquisition of twelve single-family properties and the lease of three unimproved properties owned by the Housing Authority in the Garden Grove Civic Center area.

**BACKGROUND**

The Housing Authority is the owner of fifteen properties in the Civic Center area that were acquired from the former Redevelopment Agency (RDA). The RDA had acquired the properties over the course of many years for purposes of consolidating them for a Civic Center project. Twelve of the properties are developed with single-family homes and three are unimproved. Of the twelve single-family homes, all but three were acquired from the RDA in 2007 for temporary rental to low income families while the RDA acquired the properties necessary for a larger redevelopment project in the City's Civic Center area. The other three had been acquired by the RDA with its low-moderate income housing fund and were transferred to the Housing Authority in 2012 following the dissolution of the RDA. The three unimproved parcels were transferred to the Housing Authority in 2007. One of the unimproved parcels remains vacant while two are currently being used by the City for its Community Gardens project. The Developer has agreed to allow the Community Gardens to continue until the current program ends in early 2017.

**DISCUSSION**

The properties with single-family homes will soon require the expenditure of substantial funds to rehabilitate them and maintain them in the required condition for human habitation. One of the single-family homes could not be rented at this time

because it requires substantial rehabilitation work to make it habitable. Due to the dissolution of the RDA and the reduction in Federal and State funding for low income housing programs, the properties are quickly becoming a liability for the Housing Authority. In addition, the properties are scattered throughout the Civic Center area and the dissolution of the RDA will not make it possible to continue to acquire the additional properties that would be needed for a proper Civic Center project or a viable low income housing project. In early 2015, Mr. Shaheen Sadeghi of the Lab Holding, LLC (the "Developer") submitted a letter of interest to the City to acquire the properties for a reuse commercial project. Discussion with City staff pertaining to the condition of the properties, their market values, and suitability for rehabilitation and reuse of the structures, culminated in the Disposition and Development Agreement being presented to the City Council concurrently with this Purchase and Sale Agreement. The Developer is proposing to acquire the twelve single-family homes to rehabilitate them and reuse them for low-impact commercial uses consistent with the City's Zoning regulations applicable to the Civic Center area. The Developer is not able to purchase the unimproved properties at this time. However, the Developer is willing to lease the unimproved properties to relieve the Authority and the City of the maintenance and repair responsibilities for the unimproved properties, and incorporate them into its larger reuse project. The City will lease the three vacant properties from the Housing Authority for a term of twenty years for \$1.00 per year, and will sublease them to the Developer for a term of 15 years for the same rental rate. The sublease with the City will contain a Right of First Refusal that will give the Developer the opportunity to purchase the vacant properties in the future at fair market value at the time of purchase. The vacant properties expose the Authority to maintenance liability and are not suitable for a long term housing project.

The lease with the City and the sublease with the Developer will assign the maintenance responsibilities and liability to the Developer until such time as the Developer is able to acquire the properties at market value. The Developer has agreed to pay \$3,386,287.50 for the 12 single-family homes subject to a 20% cash down payment of \$677,257.50 and an interest-only short term loan of five years in the amount of \$2,709,030. The loan is subject to interest at 4% per annum. The loan will be secured by a deed of trust and may be prepaid prior to the five-year term without penalty. The City and the Developer have agreed to a six month escrow period to allow the parties to complete their due diligence with respect to the transfer of the properties. Similarly, although the lease of the properties to the City will become effective immediately, the sublease to the Developer won't become effective until the escrow for the twelve single-family homes closes in about six months' time.

#### FINANCIAL IMPACT

The sale and lease of the properties will reduce the Housing Authority's liabilities for maintenance and repair and will generate funds in the next five years to be deposited in the Housing Authority's low-moderate income fund to assist future housing projects. It is expected that transaction costs, which include escrow charges and title reports, will be covered by loan interest revenue.

#### RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution approving the Purchase and Sale Agreement with the Housing Authority for the acquisition of twelve single-family Civic Center properties;
- Adopt the Resolution approving the lease of three unimproved Civic Center properties from the Housing Authority.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution for purchase	5/6/2016	Cover Memo	Res_-_For_Purchase_from_HA.pdf
Purchase and Sale Agreement	5/3/2016	Backup Material	CIVIC_CENTER_PROPERTIES_HA_PSA_TO_CITY.DOCX
Resolution for Lease	5/6/2016	Cover Memo	Res_-_Lease_of_HA_parcel.pdf
Lease Agreement	5/3/2016	Backup Material	CIVIC_CENTER_HA_UNIMPROVED_PARCELS_LEASE_TO_CITY.DOCX

CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDEN GROVE APPROVING A PURCHASE AND SALE  
AGREEMENT WITH THE GARDEN GROVE HOUSING  
AUTHORITY FOR THE ACQUISITION OF TWELVE CIVIC  
CENTER PROPERTIES

WHEREAS, the Authority is the owner of land consisting of twelve single-family residential parcels in the City of Garden Grove, County of Orange, State of California, known as Assessor's Parcel Numbers: 090-172-18, 090-172-29, 090-173-04, 090-173-05, 090-173-07, 090-173-09, 090-173-11, 090-173-16, 090-173-22, 090-174-05, 090-174-11, and 090-174-10 (collectively, the "Properties").

WHEREAS, the Properties will require substantial rehabilitation and are not ideal for the maintenance or development of lower income housing.

WHEREAS, the City has negotiated an agreement with the Lab Holdings, LLC (the "Developer") for the disposition and commercial reuse of the properties at fair market value.

WHEREAS, the Authority has agreed to sell the Properties to the City to facilitate disposition of the Properties to the Developer subject to the terms and conditions of the Purchase and Sale Agreement attached hereto, which will further mitigate the maintenance liability to the Authority and provide funding to the Authority to be deposited in the Authority's low and moderate-income housing fund to assist in the development of housing projects funded by the Authority.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that the Purchase and Sale Agreement attached hereto for the acquisition of the Properties is hereby approved and the City Manager is hereby authorized to execute the Agreement and to sign all other documents necessary and appropriate to carry out and implement the Agreement.

Approved and adopted this 10<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **PURCHASE AND SALE AGREEMENT**

This PURCHASE AND SALE AGREEMENT (the “Agreement”), dated as of May 10, 2016, is entered into by and between the CITY OF GARDEN GROVE, a municipal corporation (the “City”), and the GARDEN GROVE HOUSING AUTHORITY, a public body, corporate and politic (the “Authority”).

WHEREAS, the Authority is the owner of land consisting of twelve single-family residential parcels in the City of Garden Grove, County of Orange, State of California, known as Assessor’s Parcel Numbers: 090-172-18, 090-172-29, 090-173-04, 090-173-05, 090-173-07, 090-173-09, 090-173-11, 090-173-16, 090-173-22, 090-174-05, 090-174-11, and 090-174-10, as listed in Exhibit “A” and more particularly described on Exhibits “A1” through “A12” attached hereto and made a part hereof, together with any improvements thereon, and all rights and appurtenances, if any, pertaining to such land including all adjacent streets, alleys or rights-of-way (collectively, the “Properties”).

WHEREAS, the Properties will require substantial rehabilitation and are not ideal for the maintenance or development of lower income housing.

WHEREAS, the City has negotiated an agreement with the Lab Holdings, LLC (the “Developer”) for the disposition and development of the properties at fair market value.

WHEREAS, the Authority has agreed to sell the Properties to the City to facilitate such disposition of the Properties subject to the terms and conditions of this Agreement, which will further mitigate the maintenance liability to the Authority and provide funding to the Authority to be deposited in the Authority’s low and moderate-income housing fund to assist in the development of housing projects funded by the Authority.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

**SECTION 1. CONVEYANCE OF PROPERTIES AND PURCHASE PRICE.** Authority agrees to convey the Properties to City. City agrees to bear all costs associated with the conveyance of the Properties to City. Conveyance is to be completed by use of a grant deed substantially in the form of Exhibit “B” hereto (“Grant Deed”) for each parcel. City shall pay to Authority the sum of Three Million, Three Hundred Eighty-Six Thousand Four Hundred Thirty-Seven Dollars and Fifty Cents (\$3,386,437.50) to the Authority (the “Purchase Price”), a portion of which will be in cash and the remainder in the form of an assignment of that certain Promissory Note to be delivered by Developer as maker under the Disposition and Development Agreement dated as of the date of this Agreement (the “Promissory Note”). The Promissory Note is to be secured by a deed of trust (the “Deed of Trust”). The City shall, through the City Manager or his designee, execute an instrument assigning to Authority the interests of the payee under the Promissory Note and the interests of the beneficiary under the Deed of Trust. To the extent required by law, Authority agrees that it will deposit the Purchase Price in its low-moderate income housing fund

to be applied directly to assist one or more housing projects for persons of low income or very low income.

SECTION 2. LIABILITY AND INDEMNIFICATION. In contemplation of the provision of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895.4 and 895.6 of such Code, each of the Parties, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, will each assume the full liability imposed on it, or any of its officers, agents, or employees by law for injury caused by 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 such Code. To achieve the above-stated purposes, each Party indemnifies and holds harmless the other Party for any loss, costs or expense that may be imposed upon such other Party solely by virtue of such Section 895.2. The provisions of Section 2778 of the California Civil Code are made part hereof as if fully set forth herein.

SECTION 3. EFFECTIVE DATE; PAYMENT OBLIGATIONS. This Agreement shall take effect on the date of approval by the Authority's Board and the City Council. The City's payment obligations under this Agreement shall take effect from and after the later to occur of (1) the effective date of the Disposition and Development Agreement between the Developer and the City and (2) the close of escrow under said Disposition and Development Agreement.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE RESPECTIVE DATES SET FORTH BELOW.

**AUTHORITY:**

GARDEN GROVE HOUSING  
AUTHORITY, a public body

**CITY:**

CITY OF GARDEN GROVE, a California  
municipal corporation

---

Executive Director

Attest:

---

Secretary

---

City Manager

Attest:

---

City Clerk

**EXHIBIT “A”**

**GENERAL DESCRIPTION OF THE PROPERTIES**

	<b>Address</b>	<b>APN</b>
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

Each parcel described above will be transferred by its own grant deed in the form provided in Exhibit “B.”

**EXHIBIT "A1"**

**LEGAL DESCRIPTION**

**12911 7TH ST**

**A.P.N.: 090-172-18**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 15, TRACT 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A2"**

LEGAL DESCRIPTION  
11352 ACACIA PKWY  
A.P.N.: 090-172-29

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 6 OF TRACT NO. 431 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 10.00 FEET THEREOF.

End of Legal Description

**EXHIBIT "A3"**

**LEGAL DESCRIPTION**

**12902 7TH ST**

**A.P.N.: 090-173-04**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

**PARCEL 1:**

THE NORTH 50.00 FEET OF THE SOUTH 410.00 FEET OF THE WEST ONE-HALF OF BLOCK 5 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

**PARCEL 2:**

THE NORTH 4.00 FEET OF LOT 1 OF TRACT 644, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 20, PAGE 6 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

End of Legal Description

**EXHIBIT "A4"**

**LEGAL DESCRIPTION**

**12912 7TH ST**

**A.P.N.: 090-173-05**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 2 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGE 6 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 4.00 FEET THEREOF.

End of Legal Description

**EXHIBIT "A5"**

**LEGAL DESCRIPTION**

**12932 7TH ST**

**A.P.N.: 090-173-07**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 3 AND THE NORTH 4.0 FEET OF LOT 4 OF TRACT NO. 644, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 8.5 FEET OF SAID LOT 3.

End of Legal Description

**EXHIBIT "A6"**

LEGAL DESCRIPTION  
11361 GARDEN GROVE BLVD  
A.P.N.: 090-173-09

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 5 AND THE WEST 26.33 FEET OF LOT 6 OF TRACT 664, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 20, PAGE 6 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

End of Legal Description



**EXHIBIT "A7"**

LEGAL DESCRIPTION  
11391 GARDEN GROVE BLVD  
A.P.N.: 090-173-11

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 8 AND THE EASTERLY 30.00 FEET OF LOT 7 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A8"**

**LEGAL DESCRIPTION**

12911 8TH ST  
A.P.N.: 090-173-16

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 13 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A9"**

LEGAL DESCRIPTION  
11412 ACACIA PKWY  
A.P.N.: 090-173-22

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THE EAST ONE-HALF OF BLOCK 5 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 460.00 FEET;

ALSO EXCEPTING THEREFORE THE WEST 50.00 FEET.

End of Legal Description

**EXHIBIT "A10"**

**LEGAL DESCRIPTION**

**12932 8TH ST**

**A.P.N.: 090-174-05**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4 PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 132.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENTION OF THS SOUTH LINE OF LOT 8 OF TRACT NO. 631 AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, THENCE EAST 10.00 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO RAYMOND F. HEPP AND WIFE BY DEED RECORDED JUNE 30, 1948, IN BOOK 1661, PAGE 385 OF OFFICIAL RECORDS; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO HEPP 135.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 8, 53.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, 145.66 FEET TO A POINT IN THE WEST LINE OF SAID BLOCK6; THENCE NORTH 53.00 FEET TO THE POINT OF BEGINNING.

End of Legal Description

**EXHIBIT "A11"**

**LEGAL DESCRIPTION**

**12931 9TH ST**

**A.P.N.: 090-174-11**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

That portion of Block Six of the "Garden Grove Home Tract", as shown on a Map recorded in Book 4, page 57 of Miscellaneous Maps, records of Orange County, California, described as follows:

Beginning at a point in the East line of said Block Six, which point is 113 feet Southerly from the intersection of the East line with the Easterly extension of the South line of Lot Seven of Tract No. 631, as shown on a Map recorded in Book 20, page 26 of Miscellaneous Maps, records of Orange County, California, said point being also the Southeast corner of the land conveyed to Russell A. Weir and wife by deed recorded September 24th, 1948 in Book 1705, page 416 of Official Records; thence West parallel to the south line of said Lot Seven and the Easterly prolongation thereof 145.67 feet, more or less, to the Southwest corner of said land conveyed to Weir; thence South along the Southerly extension of the Westerly line of said Lot Seven, 53 feet; thence East parallel to the South line of said Lot Seven and the Easterly extension thereof 145.67 feet, more or less, to the East line of said Block Six; thence North 53 feet to the point of beginning.

End of Legal Description

**EXHIBIT "A12"**

**LEGAL DESCRIPTION**

**12941 9TH ST**

**A.P.N.: 090-174-10**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK 6, WHICH POINT IS 166 FEET SOUTHERLY FROM THE INTERSECTION OF THE EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO ROBERT E. SCHRANDT AND WIFE BY DEED RECORDED MARCH 25, 1949 IN BOOK 1820, PAGE 207, OF OFFICIAL RECORDS;

THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 7 AND THE EASTERLY PROLONGATION THEREOF 145.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SCHRANDT; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 7, 75.03 FEET TO A POINT IN A LINE WHICH IS PARALLEL TO AND DISTANT 125.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID BLOCK 6, THENCE EASTERLY ALONG SAID PARALLEL LINE 145.67 FEET TO THE EAST LINE OF SAID BLOCK 6; THENCE NORTH 75.03 FEET TO THE POINT OF BEGINNING.

End of Legal Description

EXHIBIT B  
FORM OF GRANT DEED

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

City Clerk  
City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840

**APN:**

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[SPACE ABOVE FOR RECORDER'S USE ONLY]

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the GARDEN GROVE HOUSING AUTHORITY, a public body ("Grantor") hereby grants to THE CITY OF GARDEN GROVE, a California municipal corporation, the real property located in the City of Garden Grove, County of Orange, State of California that is described on "Exhibit A" attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

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

\_\_\_\_\_  
Executive Director

Attest:

\_\_\_\_\_  
Secretary

**EXHIBIT “A” to GRANT DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

(APN \_\_\_\_\_)



## CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_, 2016, from the Garden Grove Housing Authority, a public agency, to the City of Garden Grove, a California municipal corporation, is hereby accepted by order of the City Council of the City of Garden Grove, pursuant to the authority conferred by resolution of the City Council of the City of Garden Grove adopted on \_\_\_\_\_, 2016, and the grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE

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

Name: Scott C. Stiles

Title: City Manager

DATED: \_\_\_\_\_, 2016

CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDEN GROVE APPROVING A LEASE AGREEMENT WITH  
THE GARDEN GROVE HOUSING AUTHORITY FOR LEASE OF  
THREE UNIMPROVED PARCELS IN THE CIVIC CENTER

WHEREAS, the Authority owns unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-15 (12951 7th St.), 090-174-07 (11421 Garden Grove Blvd.), and 090-174-06 (12942 8th St.) ("the Properties").

WHEREAS, the Properties require ongoing maintenance and are not ideal for the development of lower income housing.

WHEREAS, the City has negotiated an agreement with the Lab Holdings, LLC (the "Developer") to lease the properties and transfer the maintenance and repair responsibilities for the Properties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that the Lease Agreement for the three Authority Properties attached hereto is hereby approved and the City Manager is hereby authorized to execute the Agreement and to sign all other documents necessary and appropriate to carry out and implement the Agreement.

Approved and adopted this 10<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

LEASE AGREEMENT BETWEEN  
GARDEN GROVE HOUSING AUTHORITY AND  
CITY OF GARDEN GROVE

This Lease Agreement (the “Lease”) is made and entered into this 10<sup>th</sup> Day of May, 2016 (“Effective Date”) by and between the GARDEN GROVE HOUSING AUTHORITY, a public body, corporate and politic, (“Landlord”) and the CITY OF GARDEN GROVE, a municipal corporation of the State of California (“Tenant”). The undersigned parties agree to this Lease based upon the following facts and upon the following terms and conditions.

RECITALS

- A. Landlord owns the unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-15 (12951 7<sup>th</sup> St.), 090-174-07 (11421 Garden Grove Blvd.), and 090-174-06 (12942 8<sup>th</sup> St.) (“the Property”). Collectively, the Property, including all rights and appurtenances pertaining to such land, including all adjacent streets, parking lots, alleys or rights of way, is referenced throughout this Lease as the “Premises.”
- B. Landlord desires to Lease to Tenant and Tenant desires to Lease from Landlord, the Premises pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the Undersigned parties hereto agree as follows:

AGREEMENT

- 1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (as hereinafter defined) and upon the terms and conditions as set forth herein. Tenant accepts the Premises in an “As Is” condition without any representation or warranties being made by Landlord. Landlord expressly disclaims any warranty or representation with regard to the condition, safety or security of the Premises or suitability of the Premises for the Tenant’s intended use.
- 2. Term. The term of this Lease shall be twenty (20) years, commencing on the Effective Date (the “Term”), unless terminated earlier as provided in this Lease.
- 3. Payment of Taxes and Assessments. To the extent that any taxes or assessments are separately assessed to Tenant, Tenant shall pay the same before delinquency. All taxes and assessments not separately assessed to Tenant shall be paid by Landlord to the taxing authority, but the amount thereof shall be payable by Tenant to Landlord within 30 days of Landlord’s invoice therefor.
- 4. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal

and all other utilities and services used at the Premises or supplied to the Premises at Tenant's request.

5. Rent. Commencing on the Effective Date, Tenant agrees to pay Landlord, without notice or demand, annual rent of one dollar (\$1.00) in advance, on or before the first business day of each and every successive year during the Term. Tenant may pay, in advance, the full amount of the rent for the entire Term. Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.
6. Assignment and Subletting. Tenant may sublet this Lease and may assign its rights and obligations to a third party without Landlord's prior written consent. Tenant is further granted the authority to provide a right of first refusal for acquisition of the Properties and Premises to a third party subject to an acquisition price at fair market value pursuant to appraisal by a MAI appraiser.
7. Maintenance and Repair. Tenant shall be responsible to perform maintenance and repair of the Premises, and keep all portions of the Premises in a clean and orderly condition. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant, sub-tenants or its employees, agents, contractors and invitees. Upon termination of this Lease, Tenant shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear excepted.
8. Indemnity. Tenant shall indemnify, defend and hold Landlord, together with Landlord's agents, employees, officers, officials, and volunteers, harmless from and against any loss, damage, injury, accident, casualty, liability, claim, cost or expense of any kind or character to any person, including wrongful death, or property (collectively, "Claims") arising from or related to: (i) Tenant's occupation and/or use of the Premises, before, during, and after the Term and/or (ii) any act or omission of Tenant, its employees, agents, contractors or invitees. Tenant shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the sole gross negligence or intentional misconduct of Landlord. All indemnity obligations under this Section shall survive the expiration or termination of this Lease.
9. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument of the Effective Date.

LANDLORD  
GARDEN GROVE HOUSING  
AUTHORITY, a public agency

TENANT  
CITY OF GARDEN GROVE, a California  
municipal corporation

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
City Manager

Attest:

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
City Clerk

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Adoption of Resolutions approving a Disposition and Development Agreement and a Lease and Sublease with LAB Holding LLC for disposition and lease of Civic Center properties for the Cottage Industries Project. ( <i>Action Item</i> )		
		Date:	5/10/2016

---

**OBJECTIVE**

To adopt resolutions approving a disposition and development agreement for the disposition of twelve single-family properties, the lease of two unimproved City properties, and the sublease of three unimproved Housing Authority properties in the Garden Grove Civic Center area for the Cottage Industries project.

**BACKGROUND**

The City acquired twelve properties from the Housing Authority in the Civic Center area that the Housing Authority had acquired from the former Redevelopment Agency (RDA). The RDA had acquired the properties over the course of many years for purposes of consolidating them for a Civic Center project. The twelve properties are developed with single-family homes. In addition, the City leases from the Housing Authority three unimproved properties that were part of the initial RDA acquisitions. Of the twelve single-family homes, all but three were acquired from the RDA in 2007 for temporary rental to low income families while the RDA acquired the properties necessary for a larger redevelopment project in the City's Civic Center area. The other three had been acquired by the RDA with its low-moderate income housing fund and were transferred to the Housing Authority in 2012 following the dissolution of the RDA. The three unimproved parcels were transferred from the RDA to the Housing Authority in 2007. One of the unimproved parcels remains vacant while two are currently being used by the City for its Community Gardens project. In addition, the City owns two unimproved parcels in the Civic Center area, which it has held for many years similarly to the former RDA properties.

**DISCUSSION**

The properties with single-family homes will soon require the expenditure of substantial funds to rehabilitate them and maintain them in the required condition for human habitation. One of the single-family homes could not be rented at this time because it requires substantial rehabilitation work to make it habitable. Due to the dissolution of the RDA and the reduction in Federal and State funding for low income housing programs, the properties are quickly becoming a liability for the Housing Authority. In addition, the properties are scattered throughout the Civic Center area and the dissolution of the RDA will not make it possible to continue to acquire the additional properties that would be needed for a proper Civic Center project or a viable low income housing project. In early 2015, Mr. Shaheen Sadeghi of the Lab Holding, LLC (the "Developer") submitted a letter of interest to the City to acquire the properties for a reuse commercial project. Discussion with City staff pertaining to the condition of the properties, their market values, and suitability for rehabilitation and reuse of the structures, culminated in the attached Disposition and Development Agreement. The Developer is proposing to acquire the twelve single-family homes to rehabilitate them and reuse them for low-impact commercial uses consistent with the City's Zoning regulations applicable to the Civic Center area. The Developer is not able to purchase the unimproved properties at this time. However, the Developer is willing to lease the unimproved properties to relieve the Authority and the City of the maintenance and repair responsibilities for the unimproved properties, and incorporate them into its larger reuse project.

The City will lease the three Housing Authority unimproved properties from the Housing Authority for a term of twenty years for \$1.00 per year, and will sublease them to the Developer for a term of 15 years for the same rental rate. The City will lease the two City properties to the Developer for \$1.00 per year, for a term of 15 years. The lease and sublease contains a Right of First Refusal that will give the Developer the opportunity to purchase the unimproved properties in the future at fair market value at the time of purchase. The lease and sublease of the properties to the Developer will assign the maintenance responsibilities and liability for the properties to the Developer until such time as the Developer is able to acquire them at fair market value. The Developer has agreed to pay \$3,386,287.50 for the 12 single-family homes subject to a 20% cash down payment of \$677,257.50 and an interest-only short term loan of five years in the amount of \$2,709,030. The loan is subject to interest at 4% per annum. The loan will be secured by a deed of trust and may be prepaid prior to the five-year term without penalty. The City and the Developer have agreed to a six month escrow period to allow the parties to complete their due diligence with respect to the transfer of the properties. Similarly, the lease and sublease of the five unimproved properties will not become effective until the escrow for the twelve single-family homes closes in about six months' time. The Developer has agreed to allow the Community Gardens to continue until the current program ends in early 2017. Once escrow closes around November 2016, the Developer will prepare plans to submit to the City for project approval processing. It is anticipated that the project will be completed in three years' time. A more detailed timeline for the processing of approvals and for construction of the project is included in the Schedule of Performance attached to the Disposition and Development Agreement and the Lease and Sublease.

#### FINANCIAL IMPACT

The sale and lease of the properties will reduce the Housing Authority's liabilities for maintenance and repair and will generate funds in the next five years to be deposited in the Housing Authority's low-moderate income fund to assist future housing projects. It is expected that transaction costs, which include escrow charges and title reports, will be covered by loan interest revenue.

#### **RECOMMENDATION**

It is recommended that the City Council:

- Adopt the Resolution approving the Disposition and Development Agreement with the Housing Authority for the acquisition of twelve single-family Civic Center properties;
- Adopt the Resolution approving the lease and sublease of five unimproved Civic Center properties.

#### **ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Resolution for DDA	5/6/2016	Cover Memo	Res_-_DDA_for_Civic_Center_Properties.pdf
Disposition and Development Agreement	5/4/2016	Backup Material	Civic_Center_Properties-Lab_Disposition_and_Development_Agreement_v.4_Final.DOCX
Resolution for Lease	5/6/2016	Cover Memo	Res_-_Lease__Sublease__to_LAB.pdf
Lease Agreement	5/4/2016	Backup Material	LAB_HOLDINGS_GROUND_LEASE-CIVIC_CENTER_VACANT_PROPERTIES_v.4_Final.DOCX
Sublease Agreement	5/4/2016	Backup Material	LAB_HOLDINGS_SUBLEASE-CIVIC_CENTER_HA_VACANT_PROPERTIES_v.3_Final.DOCX



CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
GARDEN GROVE APPROVING A DISPOSITION AND  
DEVELOPMENT AGREEMENT WITH THE LAB HOLDING LLC  
FOR THE DISPOSITION OF TWELVE CIVIC CENTER  
PROPERTIES FOR THE COTTAGE INDUSTRIES PROJECT

Whereas, City has acquired from its Housing Authority land consisting of twelve single-family residential parcels in the City of Garden Grove, County of Orange, State of California, known as Assessor's Parcel Numbers: 090-172-18, 090-172-29, 090-173-04, 090-173-05, 090-173-07, 090-173-09, 090-173-11, 090-173-16, 090-173-22, 090-174-05, 090-174-11, and 090-174-10 (collectively, the "Property").

WHEREAS, the City has negotiated an agreement with the Lab Holdings, LLC (the "Developer") for the disposition and commercial reuse of the Property at fair market value.

Whereas, Developer wishes to purchase the Property to develop the Cottage Industries project, consisting of the rehabilitation and reuse of the existing buildings for commercial uses consistent with the zoning's mixed use character, including, but not limited to, markets, cafes, office and retail uses, all in compliance with the City's building and zoning regulations.

Whereas, the parties have agreed to the disposition price representing the Property's fair market value.

Whereas, the disposition of the Property by the City and development of the Property as provided for in the Disposition and Development Agreement is in the vital and best interest of the City and the welfare of its residents as it will rehabilitate the Property and create jobs.

WHEREAS, the Property will require substantial rehabilitation and are not ideal for the maintenance or development of lower income housing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that the Disposition and Development Agreement attached hereto is hereby approved and the City Manager is hereby authorized to execute the Agreement and to sign all other documents necessary and appropriate to carry out and implement the Agreement.

Approved and adopted this 10<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## **DISPOSITION AND DEVELOPMENT AGREEMENT**

This DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement”) is dated as of the last date when all the parties have executed the Agreement (the “Effective Date”), and is entered into by and between the CITY OF GARDEN GROVE, a California municipal corporation (the “City”), and LAB HOLDING, LLC, a California limited liability company (the “Developer”).

The following recitals are a substantive part of this Agreement:

Whereas, City has acquired from its Housing Authority land consisting of twelve single-family residential parcels in the City of Garden Grove, County of Orange, State of California, known as Assessor’s Parcel Numbers: 090-172-18, 090-172-29, 090-173-04, 090-173-05, 090-173-07, 090-173-09, 090-173-11, 090-173-16, 090-173-22, 090-174-05, 090-174-11, and 090-174-10, as listed in **Exhibit “A”** and more particularly described on **Exhibits “A1”** through **“A12”** attached hereto and made a part hereof, together with any improvements thereon, and all rights and appurtenances, if any, pertaining to such land including all adjacent streets, alleys or rights-of-way (collectively, the “Property”).

Whereas, Developer wishes to purchase the Property to develop the Cottage Industries project, consisting of the rehabilitation and reuse of the existing buildings for commercial uses consistent with the zoning’s mixed use character, including, but not limited to, markets, cafes, office and retail uses, all in compliance with the City’s building and zoning regulations.

Whereas, the parties have agreed to the disposition price representing the Property’s fair market value.

Whereas, the disposition of the Property by the City and development of the Property as provided for in this Agreement is in the vital and best interest of the City and the welfare of its residents as it will rehabilitate the Property and create jobs.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and City hereby agree as follows:

1. **Property Conveyance.** Subject to and in accordance with the terms and conditions hereinafter set forth, City agrees to cause the conveyance of the Property to Developer, and Developer agrees to acquire the Property from City.

2. **Escrow Holder/Title Company, Close of Escrow and Outside Closing Date.**

2.1. Escrow Holder/Title Company: Promptly after the execution of this Agreement, the parties shall open escrow at First American Title Insurance Co. c/o Nathan Thompson, Escrow Officer (hereinafter, “Escrow Holder” and/or “Title Company”) located at 18500 Von Karman Ave., Suite 600, Irvine, CA, 92612 and the parties shall promptly deliver to Escrow Holder a fully executed copy of this Agreement.

2.2. Close of escrow: The “Close of Escrow” is and shall be defined as the date that a grant deed for the Property in favor of Developer is recorded in the Official Records of the Orange County Recorder’s Office and the Title Company shall have committed to issue the Title Policy (defined in Section 5) to Developer.

2.3. Outside closing Date: The Close of Escrow shall occur on or before November 21, 2016 which hereinafter is and shall be defined as the “Outside Closing Date.”

3. Consideration for the Conveyance of the Property. The consideration for the conveyance of the Property to be paid by Developer to City is the sum of **THREE MILLION THREE HUNDRED EIGHTY-SIX THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS AND FIFTY CENTS (\$3,386,437.50)** (the “Consideration”) payable as follows:

3.1. \$677,257.50 down payment (20%) at the Close of Escrow (the “Down Payment”).

3.2. \$2,709,030.00 balance evidenced by a promissory note in the form attached as **Exhibit “B”** attached hereto (the “Promissory Note”), the repayment of which will be secured by a Deed of Trust against the Property in the form attached as **Exhibit “C”** attached hereto (the “Deed of Trust”). The term of the promissory note shall be five years at 4% simple interest payable in 60 equal monthly interest-only payments in the amount of \$9,030.10 with a balloon payment on the 60<sup>th</sup> month. Developer may prepay the principal balance at any time without penalty.

4. Delivery of Documents and Possession on the Close of Escrow.

4.1. At the Close of Escrow, City shall cause to be delivered to Developer duly executed Grant Deeds in the form attached as **Exhibit “D”** attached hereto (the “Grant Deed”) conveying to Developer all of City’s interest in the separate parcels constituting the Property, subject to all matters of record.

4.2. At the Close of Escrow, Developer shall obtain a Title Policy (as defined in Section 5) issued by the Title Company insuring in Developer fee simple title to the Property, free and clear of all liens and encumbrances other than the Permitted Title Exceptions (as defined in Section 5). Notwithstanding the foregoing or any other provision of this Agreement, City shall not have any obligation of any kind in connection with the condition of title (except as expressly provided in Section 5.2 below) or in connection with the issuance of any title policy or endorsement.

4.3. At the Close of Escrow, Developer shall cause to be delivered to City the duly executed Promissory Note and Deed of Trust.

4.4. At the Close of Escrow, Developer shall be entitled to possession of the Property subject to all matters of record.

4.5. At the Close of Escrow, City shall cause to be delivered to Developer the Properties vacant, free and clear of lease or rental occupancy agreements.

5. Title, Title Insurance, Survey, and Due Diligence Period.

5.1. Within ten (10) days after the Effective Date, if City has not already done so, City shall deliver to Developer the most current preliminary title report in its possession for the Property from the Title Company together with copies of all instruments noted as exceptions therein and plotted on a plot map (the "Preliminary Title Report"). Entry onto the Property by Developer and its agents shall be subject to Section 9 of this Agreement.

5.2. The period from the Effective Date to the date that is ten (10) days prior to the Outside Closing Date is hereinafter referred to as the "Due Diligence Period." Developer shall have until the end of the Due Diligence Period to disapprove any exceptions to title shown on the Preliminary Title Report (collectively, "Disapproved Exceptions") and to provide City with notice of disapproval in writing describing the defect with reasonable particularity (the "Disapproval Notice").

Within five (5) days after City's receipt of a Disapproval Notice, City may, but shall not be required to, notify Developer in writing whether City intends to remove the Disapproved Exceptions. If City does not give notice to Developer that City intends to eliminate the Disapproved Exceptions, it shall be conclusive that City does not intend to eliminate the Disapproved Exceptions. If City does not intend to eliminate the Disapproved Exceptions then Developer may terminate the Agreement at any time seven (7) days after the Due Diligence Period ends. The policy of title insurance shall include such endorsements as Developer shall request and any title policy endorsements shall be paid for by Developer. Whether or not Developer shall have furnished to City any notice of Disapproved Exceptions pursuant to the foregoing provisions of this Agreement, Developer may, at or prior to the Close of Escrow, notify City in writing of objections to any title exceptions raised by the Title Company after the Due Diligence Period or Developer's response to title matters, whichever is earlier. With respect to any Disapproved Exceptions set forth in such notice, Developer must either accept title subject to such matters or may terminate this Agreement.

5.3. It shall be a condition of the close of escrow that Developer's fee title to the Property shall be insured at the Close of Escrow by a CLTA Coverage Owner's Policy of Title Insurance in the amount of the Consideration, issued by Title Company together with all endorsements requested by Developer (collectively, the "Title Policy") free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following (the "Permitted Title Exceptions"):

5.3.1. Real property taxes for the then current tax fiscal year which are a lien not yet due and payable; and

5.3.2. Those title exceptions approved by Developer or deemed approved by Developer pursuant to Section 5(b) of this Agreement.

5.4. City shall not improve, alter, encumber, lease or agree to sell the Property or any portion thereof or interest therein to any other party during the period from the Effective Date to the Close of Escrow or the date of the termination of this Agreement, as applicable.

6. Deposit of Documents and Funds in Escrow. City and Developer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to the Close

of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow:

6.1. City shall deliver:

6.1.1. The Grant Deed duly executed by City;

6.1.2. A Withholding Exemption Certificate Form 593 as contemplated by California Revenue and Taxation Code §18662 (the “Withholding Affidavit”) duly executed by City;

6.1.3. A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by City; and

6.1.4. Such funds, if any, as are required to pay for costs and expenses payable by City hereunder.

6.2. Developer shall deliver:

6.2.1. The Down Payment together with such funds as are required to pay for costs and expenses payable by Developer hereunder;

6.2.2. The Promissory Note duly executed by Developer;

6.2.3. The Deed of Trust duly executed by Developer; and

6.2.4. Such proof of Developer’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

7. Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and distribute the documents called for hereunder upon the Close of Escrow, provided each of the following conditions has then been fulfilled:

7.1. The Title Company can issue the Title Policy, with a liability amount equal to the Consideration, showing fee title to the Property vested in Developer, subject only to the Permitted Title Exceptions. The title report shows there are no mortgages, deeds of trust, mechanic’s liens, or other liens encumbering the property.

7.2. Escrow Holder shall have received Developer’s authorization to close and Developer’s notice of approval or satisfaction or waiver of all of the contingencies/conditions to Developer’s obligations hereunder, as provided for in Section 13;

7.3. Escrow Holder shall have received City's authorization to close and City's notice of approval or satisfaction or waiver of all of the contingencies/conditions to City's obligations hereunder, as provided for in Section 14; and

7.4. City and Developer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for the issuance of the Title Policy.

8. Escrow Charges and Pro-rations.

8.1. City shall pay: (i) one-half of the escrow fees and charges of Escrow Holder; (ii) one-half of the cost of the premium for the CLTA Standard Coverage portion of the Owner's Title Policy; (iii) none of the costs of any additional premiums for an ALTA endorsement, or any other endorsement required by Developer; (iv) City's share of the charges prorated under this Agreement, if any; and (v) all costs of City's legal counsel and consultants. If the Escrow shall fail to close for any reason other than City's default, City shall pay none of any applicable Escrow cancellation charges. If Escrow shall fail to close due to City's default, City shall pay all Escrow cancellation charges. City shall not be required to pay off any general or special assessments or bonded indebtedness encumbering the Property, but shall be responsible for any such assessments or bonded indebtedness due and owing prior to the Close of Escrow. Developer shall assume the unpaid balance of the same at the Close of Escrow.

8.2. Developer shall pay: (i) one-half of the escrow fees and charges of Escrow Holder; (ii) one-half of the cost of the premium for the Title Policy; (iii) the costs of any additional premiums for any other endorsement required by Developer; (iv) Developer's share of the charges prorated under this Agreement; and (v) all costs of Developer's legal counsel and consultants. If the Escrow shall fail to close for any reason other than Developers' default, or election not to purchase the property, then Developer shall pay any applicable Escrow cancellation charges.

8.3. The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day on which the Close of Escrow occurs, as if Developer were vested with title to the Property during the entire day upon which the Close of Escrow occurs:

8.3.1. Taxes and assessments levied against the Property; and

8.3.2. Any operating expenses or costs pertaining to the Property.

8.4. Notwithstanding anything contained in this Section 8.3, any installment of taxes or assessments for the current year paid at or prior to the Close of Escrow shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before the Close of Escrow, City shall be charged at the Close of Escrow an amount equal to that portion of such taxes and assessments which relates to the period before the Close of Escrow and Developer shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet

been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at the Close of Escrow, the parties shall make all necessary adjustments by appropriate payments between themselves following the Close of Escrow. All delinquent taxes and assessments (and any penalties therein) for periods ending prior to the Close of Escrow, if any, affecting the Property shall be paid by City. Developer shall be solely responsible to pay all supplemental tax assessments arising as a result of the sale to the Property pursuant to this Agreement. Current installments on any general assessment, special assessments, and bonded indebtedness encumbering the Property at the Close of Escrow shall be prorated at the Close of Escrow and Developer will assume the obligation to pay the unpaid principal balance when due of such assessments/bonds after the Close of Escrow.

8.5. All pro-rations shall be determined on the basis of a 360-day year. The provisions of this Section 8 shall survive the Close of Escrow.

9. Access to Property. Until the end of the Due Diligence Period, Developer shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property subject to the terms of an Access Agreement in the form incorporated herein and attached hereto as **Exhibit “E”**, but any such right of access under the Access Agreement shall be extended until the end of the Due Diligence Period stated herein. In the event that Developer elects not to purchase the Property due to a matter disclosed by the condition of the Property, Developer shall so notify City by the Close of Escrow and this Agreement shall automatically terminate.

10. Indemnification.

10.1. Developer hereby agrees to indemnify City and the Garden Grove Housing Authority against, and to hold City and Housing Authority harmless and, at the option of City, defend City and Housing Authority, their officers, directors, employees, agents and representatives (collectively, “City Indemnified Parties”) with counsel approved by City, from all claims, liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by City Indemnified Parties by reason of any claims or litigation relating to the Property brought or pursued by any third party that arise from acts, occurrences, omissions or other matters that arise in connection with any entry onto the Property by Developer or Developer’s agents prior to the Close of Escrow.

10.2. Developer further agrees to indemnify, defend and hold City Indemnified Parties harmless (or pay for the cost of such defense), including attorney’s fees, for any action to challenge this transaction.

11. Warranties, Representations and Covenants of City. City hereby represents, warrants and covenants to Developer that City is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

12. Representations and Warranties of Developer. Developer hereby covenants, represents and warrants to City the following, it being expressly understood and agreed that all such



representations and warranties are to be true and correct at the date of this Agreement and as of the Close of Escrow:

12.1. Developer expressly warrants and represents to City that except for the warranties and representations set forth in this Agreement, upon the Close of Escrow and by accepting the Grant Deed, Developer accepts the Property on an "AS IS, WHERE IS, and WITH ALL FAULTS" basis and is relying solely upon Developer's own independent factual, physical and legal investigations, tests and studies. This representation and warranty shall survive the Close of Escrow and delivery of the Grant Deed.

13. Developer's Conditions. Developer's obligations under this Agreement are expressly made subject to the following conditions precedent solely for the benefit of Developer. The Close of Escrow and Developer's obligation to consummate the purchase of Property shall be contingent upon and subject to written notice to Escrow Holder by Developer of the occurrence of all of the following (or Developer's written waiver thereof, on or before the Close of Escrow:

13.1. Developer's obtaining a satisfactory commitment issued by Title Company to issue the Title Policy in favor of Developer with a liability amount equal to the Consideration showing Developer's fee interest in the Property subject only to the Permitted Title Exceptions.

13.2. As of the Close of Escrow, the representations and warranties of City contained in this Agreement are all true and correct.

13.3. City's delivery of all documents and funds required to be delivered by City pursuant to Section 6 hereof.

13.4. Developer's approval, prior to the Close of Escrow, of the physical condition of the Property, including without limitation, any and all inspections, tests, Survey(s), and other studies to be conducted by Developer, in Developer's sole and absolute discretion, including without limitation, any environmental site assessments, investigations, studies and reports, and Developer's approval of the Documents and Reports.

If any of the foregoing conditions precedent has not been either met to Developer's sole and absolute satisfaction (and has not been expressly waived in writing by Developer on or prior to the Close of Escrow), then this Agreement shall, at the option of Developer, terminate, in which event, except as expressly set forth in this Agreement, neither party shall have any further rights, duties and obligations hereunder except that Developer shall promptly deliver to City copies of the Survey. City shall not have any liability of any kind if the foregoing conditions are not satisfied or waived by Developer.

14. City's Conditions. For the benefit of City, the Close of Escrow and City's obligation to consummate the sale of the Property shall be contingent upon and subject to written notice to the Escrow Holder by City of the occurrence of all of the following (or City's written waiver thereof), on or before the Close of Escrow:

14.1. Deposit by Developer of the Consideration, and all other sums to be deposited by Developer in Escrow in accordance with the requirements hereof;

14.2. Developer's delivery of all documents required to be delivered by Developer pursuant to Section 6 hereof;

14.3. That as of the Close of Escrow the representations and warranties of Developer contained in this Agreement are all true and correct.

15. Default. In the event of a breach or default under this Agreement by either City or Developer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting party and to Escrow Holder. Such termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or equity.

16. Notices. All notices, demands and requests which may be given, or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the third (3<sup>rd</sup>) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1<sup>st</sup>) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

Developer: Lab Holding, LLC  
709 Randolph Ave.  
Costa Mesa, CA 92626  
Attn.: Shaheen Sadeghi  
Phone: (714) 966-6661

City: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn.: City Manager  
Phone: (714) 741-5100

Escrow  
Holder: As set forth in Section 2.

17. Broker's Commissions. Developer represents and warrants to City that Developer has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. City represents and warrants to Developer that City has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable.

Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from its breach of the warranties, representations and covenants made by it in this Section.

18. Standard Escrow Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

19. Development of the Property.

19.1. Scope of Development. Developer agrees to develop the Cottage Industries project consisting of the rehabilitation and reuse of the existing buildings on the Property for commercial uses consistent with the zoning's mixed use character, including, but not limited to, markets, cafes, office and retail uses, all in compliance with the City's building and zoning regulations.

19.2. Schedule of Performance. Developer agrees to commence rehabilitation work and submit applications for permits within twelve (12) months of the Close of Escrow. Developer agrees to complete rehabilitation of the Property within thirty-six (36) months of the Close of Escrow. To this end, Developer shall cause development of the Cottage Industries project to be diligently pursued per **Exhibit "F"** Schedule of Performance. Developer shall be excused for any delays in construction or commencement of construction caused by the act of City or any governmental authority, the act of any public enemy, acts of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond Developer's control. Developer shall, however, use reasonable diligence to avoid any such delay and to resume construction as promptly as possible after the delay. City's City Manager shall have the authority to approve reasonable adjustments to the timeline in Exhibit F.

19.3. City Cooperation. City staff will work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all necessary permits and approvals. Developer shall be responsible for payment of all fees payable in connection with the application and processing of the permits. The execution of this Agreement does not constitute the granting of any required land use permits, entitlements or approvals.

19.4. Cost of Development. All of the cost of planning, designing, developing and constructing the Cottage Industries Project, shall be borne solely by Developer.

19.5. Compliance With Laws. The Developer shall carry out the design, construction and operation of the development in conformity with all applicable laws, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation (to the extent applicable) the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq. Furthermore, the parties believe that California law does not require the payment of prevailing wages with respect to the development of the Property because the Property is being acquired by Developer at fair market value, and the City is not providing any subsidies or assistance

hereunder. The Developer shall be solely responsible for determining and effectuating compliance with all applicable public works requirements, prevailing wage laws, and federal and state labor laws, and the City makes no representation as to the applicability or non-applicability of any of such laws to the development of the Property. Developer hereby expressly acknowledges and agrees that the City has not previously affirmatively represented to the Developer or its contractor(s) for the construction or development of the Property that the work to be covered by this Agreement is not a “public work,” as defined in Section 1720 of the Labor Code. Developer shall indemnify, protect, defend and hold harmless the City and its respective officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which, in connection with the development, construction (as defined by applicable law) and/or operation of the Property, including, without limitation, any and all public works (as defined by applicable law), results or arises in any way from any of the following: (1) the noncompliance by Developer of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay prevailing wages); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Developer to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the parties that, in connection with the development and construction (as defined by applicable law) of the Project, including, without limitation, any and all public works (as defined by applicable law), Developer shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. “Increased costs,” as used in this Section 19.6, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Agreement and shall continue after completion of the construction and development of the Property by the Developer.

20. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

21. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

22. Amendments. Any amendments to this Agreement shall be effective only when duly executed by City and Developer and deposited with Escrow Holder.

23. Attorneys’ Fees. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such suit shall be entitled to recover their reasonable attorneys’ fees, costs, and expenses from the losing party or parties, and any judgment or decree rendered in such proceedings shall include an award thereof.

24. No Third Party Beneficiaries. This Agreement is entered into for the sole benefit of City and Developer, and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

27. Assignment of Agreement. Neither party may assign or transfer their respective rights or obligations under this Agreement without the prior written consent of the other. The following events shall not be considered a transfer of interest: (a) a change in ownership of Developer as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Developer's stock on a national exchange or between Developer's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Developer; (c) the Transfer of this Agreement to Developer's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Developer; or (d) a collateral assignment of Developer's interest in this Agreement to a lender as security for any indebtedness of Developer to the lender. Developer shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.

28. Construction of Document. This Agreement is the result of a negotiation and is not the product of any one party. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any party hereto. The parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

[SIGNATURE PAGE FOLLOWS]

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

**DEVELOPER:**

THE LAB HOLDING, LLC  
a California limited liability company

By: \_\_\_\_\_  
as agent and manager

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**CITY:**

CITY OF GARDEN GROVE, a California  
municipal corporation

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”**

**GENERAL DESCRIPTION OF THE PROPERTY**

	<b>Address</b>	<b>APN</b>
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

Each parcel described above will be transferred by its own grant deed in the form provided in Exhibit “D.”

**EXHIBIT "A1"**

**LEGAL DESCRIPTION**

**12911 7TH ST**

**A.P.N.: 090-172-18**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 15, TRACT 431, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description



**EXHIBIT "A2"**

**LEGAL DESCRIPTION**

**11352 ACACIA PKWY**

**A.P.N.: 090-172-29**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 6 OF TRACT NO. 431 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 16, PAGE 49 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 10.00 FEET THEREOF.

End of Legal Description

**EXHIBIT "A3"**

**LEGAL DESCRIPTION**

**12902 7TH ST**

**A.P.N.: 090-173-04**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

**PARCEL 1:**

THE NORTH 50.00 FEET OF THE SOUTH 410.00 FEET OF THE WEST ONE-HALF OF BLOCK 5 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

**PARCEL 2:**

THE NORTH 4.00 FEET OF LOT 1 OF TRACT 644, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 20, PAGE 6 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

End of Legal Description

**EXHIBIT "A4"**

**LEGAL DESCRIPTION**

**12912 7TH ST**

**A.P.N.: 090-173-05**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 2 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20 PAGE 6 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE NORTH 4.00 FEET THEREOF.

End of Legal Description

**EXHIBIT "A5"**

**LEGAL DESCRIPTION**

**12932 7TH ST**

**A.P.N.: 090-173-07**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 3 AND THE NORTH 4.0 FEET OF LOT 4 OF TRACT NO. 644, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 8.5 FEET OF SAID LOT 3.

End of Legal Description

**EXHIBIT "A6"**

LEGAL DESCRIPTION  
11361 GARDEN GROVE BLVD  
A.P.N.: 090-173-09

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 5 AND THE WEST 26.33 FEET OF LOT 6 OF TRACT 664, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 20, PAGE 6 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A7"**

**LEGAL DESCRIPTION  
11391 GARDEN GROVE BLVD  
A.P.N.: 090-173-11**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 8 AND THE EASTERLY 30.00 FEET OF LOT 7 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A8"**

**LEGAL DESCRIPTION**

**12911 8TH ST  
A.P.N.: 090-173-16**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

LOT 13 OF TRACT NO. 644 IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGE 6, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description

**EXHIBIT "A9"**

**LEGAL DESCRIPTION**

**11412 ACACIA PKWY**

**A.P.N.: 090-173-22**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THE EAST ONE-HALF OF BLOCK 5 OF GARDEN GROVE HOME TRACT, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE SOUTH 460.00 FEET;

ALSO EXCEPTING THEREFORE THE WEST 50.00 FEET.

End of Legal Description



**EXHIBIT "A10"**

**LEGAL DESCRIPTION**

**12932 8TH ST**

**A.P.N.: 090-174-05**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4 PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK 6, WHICH POINT IS 132.36 FEET SOUTHERLY FROM THE INTERSECTION OF SAID WEST LINE WITH THE WESTERLY EXTENTION OF THS SOUTH LINE OF LOT 8 OF TRACT NO. 631 AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, THENCE EAST 10.00 FEET TO THE SOUTHWEST CORNER OF THE LAND CONVEYED TO RAYMOND F. HEPP AND WIFE BY DEED RECORDED JUNE 30, 1948, IN BOOK 1661, PAGE 385 OF OFFICIAL RECORDS; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID LAND CONVEYED TO HEPP 135.66 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF SAID LOT 8, 53.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID LOT 8, 145.66 FEET TO A POINT IN THE WEST LINE OF SAID BLOCK6; THENCE NORTH 53.00 FEET TO THE POINT OF BEGINNING.

End of Legal Description

**EXHIBIT "A11"**

**LEGAL DESCRIPTION**

**12931 9TH ST**

**A.P.N.: 090-174-11**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THAT PORTION OF BLOCK SIX OF THE "GARDEN GROVE HOME TRACT", AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK SIX, WHICH POINT IS 113 FEET SOUTHERLY FROM THE INTERSECTION OF THE EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT SEVEN OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO RUSSELL A. WEIR AND WIFE BY DEED RECORDED SEPTEMBER 24TH, 1948 IN BOOK 1705, PAGE 416 OF OFFICIAL RECORDS; THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT SEVEN AND THE EASTERLY PROLONGATION THEREOF 145.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO WEIR; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT SEVEN, 53 FEET; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID LOT SEVEN AND THE EASTERLY EXTENSION THEREOF 145.67 FEET, MORE OR LESS, TO THE EAST LINE OF SAID BLOCK SIX; THENCE NORTH 53 FEET TO THE POINT OF BEGINNING.

End of Legal Description

**EXHIBIT "A12"**

**LEGAL DESCRIPTION**

**12941 9TH ST**

**A.P.N.: 090-174-10**

All that real property located in the State of California, County of Orange, City of Garden Grove, described as follows:

THAT PORTION OF BLOCK 6 OF THE GARDEN GROVE HOME TRACT, AS SHOWN ON A MAP RECORDED IN BOOK 4, PAGE 57 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID BLOCK 6, WHICH POINT IS 166 FEET SOUTHERLY FROM THE INTERSECTION OF THE EAST LINE WITH THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 7 OF TRACT NO. 631, AS SHOWN ON A MAP RECORDED IN BOOK 20, PAGE 26 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, SAID POINT BEING ALSO THE SOUTHEAST CORNER OF THE LAND CONVEYED TO ROBERT E. SCHRANDT AND WIFE BY DEED RECORDED MARCH 25, 1949 IN BOOK 1820, PAGE 207, OF OFFICIAL RECORDS;

THENCE WEST PARALLEL TO THE SOUTH LINE OF SAID LOT 7 AND THE EASTERLY PROLONGATION THEREOF 145.67 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LAND CONVEYED TO SCHRANDT; THENCE SOUTH ALONG THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 7, 75.03 FEET TO A POINT IN A LINE WHICH IS PARALLEL TO AND DISTANT 125.00 FEET NORTHERLY OF THE SOUTH LINE OF SAID BLOCK 6, THENCE EASTERLY ALONG SAID PARALLEL LINE 145.67 FEET TO THE EAST LINE OF SAID BLOCK 6; THENCE NORTH 75.03 FEET TO THE POINT OF BEGINNING.

End of Legal Description

## **EXHIBIT "B"**

### **FORM OF PROMISSORY NOTE SECURED BY DEED OF TRUST**

Principal Amount: \$2,709,030.00

November \_\_\_\_, 2016

FOR VALUE RECEIVED, the undersigned, LAB HOLDING LLC, a California limited liability company ("Borrower") promises to pay to the City of Garden Grove, a California municipal corporation ("City") or to order at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as City may designate in writing, the principal sum of TWO MILLION SEVEN HUNDRED NINE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$2,709,030.00) plus interest, as set forth below, on the terms specified below.

1. Agreement. This Note is given in accordance with that certain Disposition and Development Agreement, as defined hereafter. The obligations of the Borrower under this Note shall be subject to the terms of the Deed of Trust of even date herewith, which secures performance under this Note.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note. Capitalized terms not defined in this Note shall have the same meanings as defined in the Deed of Trust, the terms of which are incorporated into this Note by this reference.

(a) "Deed of Trust" shall mean that certain Deed of Trust, of even date herewith, executed by Borrower for the benefit of City, which Deed of Trust secures the obligations of this Note.

(b) "Loan" shall mean the loan in the amount of 2,709,030.00 by City to Borrower, which Loan is the subject of this Note.

(c) "Note" shall mean this Promissory Note Secured by Deed of Trust.

(d) "Parties" shall mean City and Borrower.

(e) "Property" shall mean that certain real property described on Exhibit "A," attached hereto and incorporated herein, together with all improvements, and fixtures now or hereafter constructed, placed or located on the Property.

(f) "Disposition and Development Agreement" or "DDA" shall mean that certain Disposition and Development Agreement, of even date herewith between City and Borrower.

(g) "Term" shall mean the term of this Note, which shall begin on the date first set forth above and shall end on November \_\_\_\_, 2021.

3. Repayment.

(a) Monthly Interest-Only Payments. Starting on November \_\_\_\_, 2016, and continuing thereafter from month-to-month until November \_\_\_\_, 2021, when principal and accrued interest thereon, if any, are due and payable, Borrower shall make monthly payments to City, or to order, in advance on the first day of each calendar month, of interest only at the rate of four percent per annum (4%) computed on the basis of a 360-day year, in the amount of Nine Thousand Thirty Dollars and Fifty Cents (\$9,030.50).

(b) Repayment in Full. At the end of the Term of this Note, the entire unpaid principal balance and all accrued interest, if any, shall be due and payable. Furthermore, the total amount of the unpaid principal owed under this Note shall immediately become due and payable in the event of a default by Borrower under this Note or the Deed of Trust. Failure to declare such amounts due shall not constitute a waiver on the part of City to declare them due in the event of a subsequent default.

(c) Terms of Payment. All amounts due and payable under the Note are payable at the Office of City at the address provided above, or at such other place or places as City may designate to Borrower in writing from time to time. Any payment under this Note shall be paid in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts and which on the respective dates on which such payments are due shall be in immediately available funds.

(d) Prepayments. Borrower may prepay all or part of the principal balance plus applicable interest due under this Note without penalty.

4. Prohibition Against Transfer of Interest. Borrower shall not make any transfer, sale, assignment or conveyance, or transfer in any other form, other than in accordance with the terms of this Note or the Deed of Trust. If any such transfer is made, all amounts due under this Note shall become immediately due and payable without further notice by City, as set forth herein. The following events shall not be considered a transfer of interest: (a) a change in ownership of Borrower as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Borrower's stock on a national exchange or between Borrower's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Borrower; (c) the Transfer of this Agreement to Borrower's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Borrower; or (d) a collateral assignment of Borrower's interest in this Note to a lender as security for any indebtedness of Borrower to the lender. Borrower shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.

5. Security. The Deed of Trust, dated the same date as this Note, secures this Note.

6. Waivers.

(a) Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at City's sole discretion and that City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of Borrower.

(b) No extension of time for payment of this Note or any installment hereof made by agreement by City with any person or party now or hereafter liable for payment of this Note shall operate to release, discharge, modify, change, or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note shall be absolute and Borrower waives any and all rights:

(i) to offset, deduct, or withhold any payments or charges due under this Note for any reasons whatsoever;

(ii) of presentment for payment, demand, protest and notices of dishonor and protest made by City; and

(iii) with respect to City's diligence in taking any action to collect any sums owing under this Note or in proceeding against any of City's rights and interests in and to properties securing payment of this Note.

7. Attorney Fees and Costs. Borrower agrees, that if any amounts due under this Note are not paid when due, in addition to any such past due amounts, Borrower shall pay, all costs and expenses of collection and reasonable attorney fees paid or incurred by City in connection with the collection or enforcement of this Note; whether or not suit is filed.

8. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

9. Deed of Trust Acceleration. This Note is secured by a Deed of Trust on the Property. The Deed of Trust provides for acceleration of the payments due under this Note, along with applicable interest, as set forth in Section 10, below, in the event of default (after expiration of any applicable cure period) under the Deed of Trust or this Note.

10. Default. Borrower shall be in default under this Note if Borrower: (i) fails to pay any money when due under this Note; (ii) breaches any representation or covenant made in this Note in any material respect; or (iii) breaches any provision of the Deed of Trust.

All covenants, conditions, and agreements contained in this Note and the Deed of Trust are hereby made a part of this Note, and Borrower agrees that the unpaid balance of the then principal amount of this Note, together with all charges owing, shall, at the option of City hereof, become immediately due and payable, and thereafter until paid bear interest at the rate of ten percent (10%)

per annum ("Default Rate"), compounded annually upon the failure of the Borrower to make any payment hereunder, as and when due (after expiration of any applicable cure period); upon the failure of Borrower to perform or observe any other term or provision of this Note; or upon the occurrence of any event (whether termed default, event of default, or similar term) which (after the expiration of any applicable cure period) under the terms of this Note or the Deed of Trust shall entitle City to exercise rights or remedies thereunder.

11. Governing Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

12. Severability. If any provision of this Note shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

13. Time. Time is of the essence in this Note.

14. No Waiver by City. No waiver of any breach, default, or failure of condition under the terms of this Note or the Deed of Trust or the obligations secured thereby shall be implied from any failure of City to take, or any delay by City in taking, action with respect to such breach, default or failure, or any form of previous waiver of any similar or unrelated breach, default or failure; and waiver of any term of this Note or the Deed of Trust or any of the obligations secured thereby must be made in writing and shall be limited to the express written terms of such waiver.

15. Amendments and Modifications. This Note may not be changed orally, but only by an amendment in writing signed by Borrower and City.

16. Notices. All notices required in this Note shall be sent in accordance with Section 18 of the Deed of Trust.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

LAB HOLDING, LLC  
a California limited liability company

By: \_\_\_\_\_  
as agent and manager

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

Date:

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

Date: \_\_\_\_\_



EXHIBIT "A" TO PROMISSORY NOTE

GENERAL DESCRIPTION OF THE PROPERTY

	<b>Address</b>	<b>APN</b>
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

**EXHIBIT "C"**

FORM OF DEED OF TRUST

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Garden Grove  
Attn.: City Clerk  
11222 Acacia Parkway  
Garden Grove, CA 92840

No fee document pursuant to  
Government Code Section 27383

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APN: \_\_\_\_\_

DEED OF TRUST AND SECURITY AGREEMENT

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") made this \_\_\_\_\_ day of November, 2016, by trustor Lab Holding, LLC, a California limited liability company ("LAB"), and trustee \_\_\_\_\_ ("Trustee"), for the benefit of the City of Garden Grove, a California municipal corporation, as beneficiary ("CITY").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited, the receipt of which is hereby acknowledged, LAB, hereby irrevocably grants, transfers, conveys and assigns to CITY, IN TRUST, WITH POWER OF SALE, for the benefit and security of CITY, under and subject to the terms and conditions hereinafter set forth, LAB's fee interest in the property located in Orange County, California, described in the attached Exhibit "A" and more commonly known as \_\_\_\_\_ [description] \_\_\_\_\_ (the "Property").

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto;

TOGETHER WITH any and all buildings, improvements and landscaping of every kind and description now or hereafter erected thereon, and all property of LAB now or hereafter affixed to or placed upon the Property (sometimes collectively referred to as the "Improvements");

TOGETHER WITH all right, title and interest of LAB, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to,

all oil, gas and mineral rights (including royalty and leasehold rights relating thereto), all water and water rights and shares of stock relating thereto, and any and all awards made for the taking by eminent domain or by and proceeding or purchase in lieu thereof of the whole or any part of such property; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are, or shall be attached to said building or buildings in any manner.

All of the foregoing, together with the Property, is herein referred to as the "Security".

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

TO SECURE to CITY the obligations and any payments required by that certain Promissory Note, between LAB and CITY, of even date herewith, along with any exhibits attached thereto ("Note");

TO SECURE to CITY the performance by LAB of all agreements and adherence to all conditions set forth herein and in the Note;

TO SECURE all renewals, extensions, supplements and other modifications of any of the foregoing, including without limitation modifications that are evidenced by new or additional documents or that change the rate of interest on any obligation; and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith, to protect the security of this Deed of Trust; and the performance of the covenants and agreements of LAB herein contained.

All of the foregoing obligations, as well as those identified hereafter, are referred to collectively herein as the "LAB Covenants."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, LAB COVENANTS AND AGREES AS FOLLOWS:

1. Purpose. Pursuant to the Disposition and Development Agreement of even date herein, CITY has transferred the Property to LAB, which will reuse the existing buildings and rehabilitate them for reuse purposes to attract commercial uses consistent with the mixed use zoning established for the Property by the City of Garden Grove. As set forth in said Disposition and Development Agreement, the Consideration for the Property was \$3,386,437.50 ("Consideration"), of which \$677,257.50 has been paid by LAB to CITY. The remaining \$2,709,030.00 of the

Consideration is to be paid by LAB in accordance with the Note. This Deed of Trust secures the Note for that 2,709,030.00 remaining balance of the Consideration.

2. Definitions. The terms set forth in this section shall have the following meanings in this Deed of Trust. Any capitalized terms not defined in this Deed of Trust shall have the same meanings as defined in the Disposition and Development Agreement and the Note, the terms of which have been incorporate into this Deed of Trust.

- a. "LAB" shall mean the trustor, Lab Holding, LLC.
- b. "Deed of Trust" shall mean this Deed of Trust and Security Agreement.
- c. "Loan" shall have the same meaning as set forth in the Promissory Note.
- d. "Note" shall mean that certain Promissory Note secured by this Deed of Trust, of even date herewith, executed by the LAB for the benefit of the CITY.
- e. "CITY" shall mean the City of Garden Grove, a California municipal corporation.
- f. "Disposition and Development Agreement" shall mean the Disposition and Development Agreement, executed by LAB and the CITY, of even date herewith.
- g. "Property" shall mean that certain real property legally described on Exhibit "A," attached to this Deed of Trust and incorporated herein, together with all Improvements, and fixtures now or hereafter constructed, placed or located on the Property.
- h. "Term" shall mean the term of the Note, the obligations of which are secured by this Deed of Trust.

3. LAB 's Estate. LAB represents and warrants that it is lawfully seized of the estate hereby conveyed, that it has the right to grant and convey the Security, and that other than this Deed of Trust, and the Note, the Security is not encumbered by any senior liens. LAB agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage of any title insurance policy insuring CITY's interest in the Security.

4. Payment of Sums Owed. LAB shall promptly pay to CITY, when due, any amounts due under the Note, including, but not limited to amounts due under the Loan as set forth in the Note.

5. LAB Covenants. LAB will observe and perform all of the covenants and agreements of the LAB Covenants, as more specifically contained herein.

6. Transfer of Property by LAB. Prior to expiration of the Term, LAB agrees that LAB shall not sell or transfer the Security except as may be provided in the Note and the Disposition and Development Agreement, without the prior written consent of CITY. The following events shall not be considered a transfer of interest: (a) a change in ownership of LAB as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of LAB's stock on a national exchange or between LAB's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with LAB; (c) the Transfer of this Agreement to LAB's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with LAB; or (d) a collateral assignment of LAB's interest in this Agreement to a lender as security for any indebtedness of LAB to the lender. LAB shall not be required to obtain City's consent and City shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to City.

7. Liens. LAB shall not cause, incur, suffer or permit to exist or become effective any lien, encumbrance or charge upon all or any part of the Property, or any interest therein other than (i) easements, rights of way, covenants, conditions, restrictions, liens and other title limitations as provided in the Disposition and Development Agreement, or as approved in writing by CITY, and (ii) immaterial easements and rights of way which are required by governmental authorities as a condition to the use of the Security (collectively, the "Permitted Encumbrances"). LAB shall pay and promptly discharge, at LAB's cost and expense, all liens, encumbrances and charges upon the Security, or any part thereof or interest therein other than the Permitted Encumbrances. If LAB shall fail to remove and discharge any such lien, encumbrance, or charge, then, in addition to any other right or remedy of CITY, CITY may, but shall not be obligated to, discharge the same, without inquiring into the validity of such lien, encumbrance or charge nor inquiring into the existence of any defense or offset thereto, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in court a bond or the amount claimed, or otherwise giving security for such claim, in such manner as is or may be prescribed by law. LAB shall, immediately upon demand by CITY, pay to CITY an amount equal to all costs and expenses incurred by CITY in connection with the exercise by CITY of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure and, until paid, such sums shall be secured hereby.

8. Preservation and Maintenance of Security. LAB agrees that at all times prior to full payment of the sums owed under the Note, secured by this Deed of Trust, that the LAB will, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition and repair and in a prudent and businesslike manner.

9. Protection of CITY's Security.

- a. If LAB fails to perform the LAB Covenants or any obligations contained in this Deed of Trust, or the Note, if an Event of Default, as defined hereafter, occurs, or if any action or proceeding is commenced which materially affects CITY's interest in the Security, then CITY, at its option and upon notice to LAB, may make such appearances, disburse such sums and take such action as it determines necessary to protect CITY's interest, including but not limited

to, disbursement of reasonable attorney's fees and necessary repairs to the Security.

- b. Any amounts disbursed by CITY pursuant to this Section will become an indebtedness of LAB secured by this Deed of Trust. Unless LAB and CITY agree to other terms of payment, such amount will be payable upon notice from CITY to LAB requesting payment thereof, and will bear interest of ten percent (10%) from the date of disbursement unless payment of interest at such rate would be contrary to applicable law, in which event such amounts will bear interest at the highest rate permissible under applicable law. Nothing contained in this Section will require CITY to insure any expense or take any action hereunder.
- c. In the event that the LAB fails to observe or perform any obligations or LAB Covenants under this Deed of Trust, or the Note, then the CITY may hold LAB in default, treat the occurrence as an Event of Default pursuant to this Deed of Trust, and take any actions available under this Deed of Trust, or the Note, including, but not limited to, acceleration of any payments due or sale of the Security, as provided for hereafter.

10. Events of Default. Each of the following shall constitute an event of default ("Event of Default"): (a) the occurrence of any default under the provisions of this Deed of Trust, or the Note; or (b) the failure to make any payment or perform any of LAB's other obligations now or hereafter secured by this Deed of Trust (subject to any applicable cure period).

11. Acceleration. Remedies and Notice. If LAB is in default of any obligations under this Deed of Trust (including the LAB Covenants), or the Note, or at the occurrence of any Event of Default, then at the option of CITY, the amount of any payment related to any such default, the Loan amount under the Note, as applicable, and any other indebtedness and other obligations secured hereby shall immediately become due and payable without presentment, protest notice or demand, all of which are hereby expressly waived, upon written notice by CITY to LAB and no omission on the part of CITY to exercise such option when entitled to do so shall be construed as a waiver of such right.

Upon LAB's breach of any covenant or agreement in this Deed of Trust (including, but not limited to, the covenant to pay, when due, any sums secured by this Deed of Trust), or the Note, or upon the occurrence of an Event of Default, CITY, prior to acceleration of the sums due under the Note, shall provide notice by certified mail, return receipt requested, to LAB specifying:

- a. the breach or Event of Default;
- b. if the breach or Event of Default is curable, and the action required to cure such breach;
- c. a date, not less than thirty (30) days from the date the notice is effective, by which such breach, if curable, is to be cured; and

- d. if the breach is curable, that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums due under the Note, as secured by this Deed of Trust, as well as sale of the Security (collectively the "Notice of Default")

If the breach or Event of Default is not curable or is not cured on or before the date specified in the Notice of Default, CITY, at its option, may:

- i. declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law;
- ii. commence an action to foreclose this Deed of Trust as a mortgage, or specifically enforce any of the covenants hereof;
- iii. deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale as the law may require; or
- iv. exercise all other rights and remedies provided herein, in the instruments by which LAB acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby; or provided by law.

The Notice of Default shall also inform LAB of LAB's right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of LAB to acceleration and sale.

CITY shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Section.

12. Foreclosure by Power of Sale. Should CITY elect to foreclose by exercise of the power of sale herein contained, CITY shall notify Trustee and shall deposit with Trustee this Deed of Trust, and the Note, which is secured hereby (and the deposit of which shall be deemed to constitute evidence that unpaid amounts due pursuant to the Note are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- a. Upon receipt of such notice of election to foreclose from CITY, Trustee shall cause to be recorded, published and delivered to LAB the Notice of Default, as outlined above, and CITY'S notice of election to sell as then required by law and by this Deed of Trust. Trustee shall, without demand on LAB, after lapse of such time as may then be required by law and after recordation of a Notice of Default and after Notice of Sale having been given as required by law, sell the Security, at the time and place of sale fixed by it in said Notice of Sale, whether as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine unless specified otherwise to the LAB according to law, at public auction to the highest bidder, for cash in lawful money of the United States payable at the

time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation Trustee or CITY, may purchase at such sale, and LAB hereby covenants to warrant and defend the title of such purchaser or purchasers.

- b. After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid amounts due pursuant to the Note; (ii) all other sums then secured hereby, as applicable; and (iii) the remainder, if any, to LAB.
- c. Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

13. LAB's Right to Reinstate. Notwithstanding CITY's acceleration of the sums secured by this Deed of Trust, or other actions taken in response to any Event of Default of LAB, LAB shall have the right to have any proceedings commenced by CITY, to enforce this Deed of Trust, discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if:

- a. LAB pays CITY all sums which would be then due under this Deed of Trust, or the Note, as applicable;
- b. LAB cures all breaches of any other covenants or agreements of LAB contained in this Deed of Trust, or the Note, as applicable
- c. LAB pays all reasonable expenses incurred by CITY and Trustee in enforcing the covenants and agreements of LAB contained in this Deed of Trust, and in enforcing CITY's and Trustee's remedies, including, but not limited to, reasonable attorney's fees, as applicable; and
- d. LAB takes such action as CITY may reasonably require to assure that the lien of this Deed of Trust, CITY's interest in the Security and LAB's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired.

Upon such payment and cure by LAB, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

14. Forbearance by CITY Not a Waiver. Any forbearance by CITY in exercising any right or remedy shall not be a waiver of the exercise of any such right or remedy, nor shall acceptance by CITY of any payment provided for in the Note constitute a waiver of the CITY's right to require prompt payment of any remaining amounts owed. The procurement of insurance or the



payment of taxes or other liens or charges by CITY shall not be a waiver of CITY's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

15. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, including the Note, or afforded by law or equity, and may be exercised concurrently, independently or successively at the discretion of CITY.

16. Reconveyance. Upon payment of all sums secured by this Deed of Trust, as set forth in the Note, CITY shall request Trustee to reconvey the Security and shall surrender this Deed of Trust and the Note to Trustee. Trustee shall reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

17. Substitute Trustee. CITY, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

18. Notice. All notices, demands and requests which may be given, or which are required to be given by any party to this Deed of Trust, and any exercise of a right of termination provided by this Deed of Trust, shall be in writing and shall be deemed effective either: (1) on the third (3<sup>rd</sup>) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1<sup>st</sup>) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

If to LAB:      Lab Holding LLC  
                         Attn.: \_\_\_\_\_  
                         709 Randolph Ave.  
                         Costa Mesa, CA 92626

If to CITY:      City of Garden Grove,  
                         Attn.: City Manager  
                         11222 Acacia Parkway  
                         Garden Grove, CA 92840

19. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

20. Severability. Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid or applied to the full payment of that portion of the debt which is not secured or partially secured by the lien of this Deed of Trust.

21. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

22. Exhibits. Any exhibits referred to in this Deed of Trust are incorporated in this Deed of Trust by such reference.

23. Subordination. This Deed of Trust shall be automatically subordinate to a deed of trust, to be executed by LAB or LAB's successor in interest and recorded in Orange County, California, to secure a loan (hereafter referred to as a "construction loan") obtained for the purpose of the construction of the rehabilitation work on the Property, provided that the conditions listed below are satisfied. For purposes of this Deed of Trust, "construction loan" shall include any advance of funds to LAB by the lender for the purpose of the construction of the rehabilitation work on the Property and secured by a lien on the Property, whether in the form of a mortgage, deed of trust, or other security instrument in favor of the lender. The following are the conditions to this subordination:

- a. At the time of recordation of the deed of trust securing the construction loan, no unrescinded Notice of Default of this Deed of Trust appears of record.
- b. Any funds derived from the construction loan secured by the Property shall be used only for the construction of improvements on the Property and, to the extent permitted in this Deed of Trust, for the payment of loan fees, interest, or charges directly connected with the construction of improvements on the Property. "Construction of improvements" as used in this Deed of Trust shall mean the rehabilitation work associated with the Cottage Industries project, including the actual costs of labor and materials to rehabilitate the structures on the Property with the usual appurtenances, including parking facilities, driveway, and fencing; aggregate costs of general improvements, including engineering fees, architectural fees, drafting fees, and permit and inspection fees.
- c. The total amount of the construction loan shall not exceed thirty (30) percent of the anticipated value of the Property after completion of the construction of improvements financed by the construction loan, as determined by the lender. For example, if the value of the Property is estimated at \$4 million after completion of the rehabilitation work, the construction loan shall not exceed \$1.2 million.
- d. No portion of the construction loan shall be used to pay loan fees, interest, or other charges not directly connected with the construction of improvements on the Property.

- e. The proceeds of the construction loan shall be disbursed by the Lender either through its own offices or through a bonded disbursement control agency only after inspection of the work completed on the Property and presentation of vouchers signed by LAB or its successors in interest for the cost of work, labor, or materials actually performed or used in the construction of improvements on the Property.
- f. The remaining terms and provisions of the construction loan shall be as required by the Lender.

CITY shall, within fifteen (15) days after receipt of a written request therefor from LAB, execute a separate agreement of subordination, in recordable form, in favor of the construction loan to which this Deed of Trust is hereby subordinated, and deliver the subordination agreement to the lender or the lender's title company designated by LAB. The terms of any such subordination agreement shall prevail over the subordination provisions provided for in this Deed of Trust. CITY's City Manager shall have authority to approve and execute such subordination agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, LAB has executed this Deed of Trust as of the date first written above.

LAB HOLDING, LLC  
a California limited liability company

By: \_\_\_\_\_  
as agent and manager

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

EXHIBIT “A” TO DEED OF TRUST

GENERAL DESCRIPTION OF THE PROPERTY

	<b>Address</b>	<b>APN</b>
1	12911 7TH ST	090-172-18
2	11352 ACACIA PKWY	090-172-29
3	12902 7TH ST	090-173-04
4	12912 7TH ST	090-173-05
5	12932 7TH ST	090-173-07
6	11361 GARDEN GROVE BLVD	090-173-09
7	11391 GARDEN GROVE BLVD	090-173-11
8	12911 8TH ST	090-173-16
9	11412 ACACIA PKWY	090-173-22
10	12932 8TH ST	090-174-05
11	12931 9TH ST	090-174-11
12	12941 9TH ST	090-174-10

A trust deed will be recorded for each parcel described above.

**EXHIBIT “D”**

**FORM OF GRANT DEED**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Lab Holding, LLC  
709 Randolph Ave.  
Costa Mesa, CA 92626

**APN:**

---

[SPACE ABOVE FOR RECORDER’S USE ONLY]

**GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF GARDEN GROVE, a California municipal corporation (“Grantor”) hereby grants to LAB HOLDING, LLC, the real property located in the City of Garden Grove, County of Orange, State of California, that is described on “Exhibit A” attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

Dated: November \_\_\_\_, 2016

**CITY:**

---

City Manager

Attest:

---

City Clerk

**EXHIBIT “A” to GRANT DEED**

**LEGAL DESCRIPTION OF THE PROPERTY**

(APN \_\_\_\_\_)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA    )  
                                  )  
COUNTY OF ORANGE    )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public



**EXHIBIT “E”**

**FORM OF ACCESS AGREEMENT**

**ACCESS AGREEMENT**

THIS ACCESS AGREEMENT (herein called this “Agreement”) is made and entered into as of \_\_\_\_\_, 2016, by CITY OF GARDEN GROVE (herein called “Grantor”), and LAB HOLDING, LLC (herein called “Grantee”).

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the “Property”);

WHEREAS, concurrently with the execution of this Agreement, Grantor and Grantee contemplate entering into a Disposition and Development Agreement related to the Property;

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of preparing a survey, undertaking tests, inspections and other due diligence activities (herein called the “Due Diligence Activities”) in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee’s entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee’s compliance with the terms and provisions of this Agreement, until the earlier to occur of (a) the Close of Escrow; or (b) the earlier termination of this Agreement, Grantee and Grantee’s agents, employees, contractors, representatives and other designees (herein collectively called “Grantee’s Designees”) shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities. For any parcel occupied by a tenant of Grantor, Grantee shall provide Grantor at least 48 hours’ notice of Grantee’s intent to enter.

(b) Grantee expressly agrees that in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall return the Property to the

condition existing prior to the Due Diligence Activities to the extent reasonably practicable, and Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with any such alterations or disturbance of the Property.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will use reasonable efforts to obtain and provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, material man, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel, if any. Grantee shall indemnify Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain reasonable commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. All notices, demands and requests which may be given, or which are required to be given by any party to this Agreement, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective either: (1) on the third (3<sup>rd</sup>) business day after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (2) on the first (1<sup>st</sup>) business day after being deposited into the custody of a nationally recognized overnight delivery service (i.e., FedEx Corporation, UPS, or DHL) addressed to such party at the address specified below; or (3) on the business day sent via electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. For purposes of this section, the addresses of the parties for all notices are as follows:

Grantee: Lab Holding, LLC  
709 Randolph Ave.  
Costa Mesa, CA 92840  
Attn.: \_\_\_\_\_  
Phone: \_\_\_\_\_

Grantor: City of Garden Grove  
Attn.: City Manager  
11222 Acacia Parkway  
Garden Grove, CA 92840

Phone: (714) 741-5100

7. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California. Venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this agreement shall be in a court of competent jurisdiction in the County of Orange.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTOR:

CITY OF GARDEN GROVE

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

GRANTEE:

THE LAB HOLDING, LLC  
a California limited liability company

By: \_\_\_\_\_  
as agent and manager

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

Date: \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT F****SCHEDULE OF PERFORMANCE**

<b>ITEM</b>	<b>MILESTONE</b>	<b>RESPONSIBLE PARTY</b>	<b>PROPOSED COMPLIANCE DATE(S)</b>	<b>ESTIMATED TIMELINE</b>
1	Effective Date of DDA.	N/A	Within 15 days following approval by City Council.	May 25 2016
2	Opening of escrow.	City and Developer	Within 10 days following execution of the DDA by Parties.	June 4 2016
3	Preliminary project design and submittal to the City for review.	Developer	Within 90 days following of Opening of Escrow.	Sept. 2 2016
4	Close of escrow pursuant to Section 2.3 of the DDA.	City and Developer	Not later than November 21, 2016.	Nov. 21 2016
5	Prepare and submit 100% Schematic Design to the City for review.	Developer	Within one 120 days following Close of Escrow.	March 21 2017
6	Planning Review. City to expeditiously process and review plans, associated CEQA approvals and related documents pursuant to Section 19.3 of the DDA. Developer to conduct community outreach and public engagement.	City and Developer	Not later than May 31, 2017.	May 21 2017
7	Complete 100% Construction Documents and submit to City for review and approval.	Developer	Not later than August 31, 2017	Aug. 21 2017
8	Building Review of Construction Documents. City to expeditiously process and review plans associated with permits and approvals pursuant to Section 19.3 of the DDA.	City	Not later than October 31, 2017.	Oct. 21 2017
9	Commence construction. Developer shall obtain Building Permits for construction of improvements and rehabilitation pursuant to Section 19.2 of the DDA.	Developer	Within 12 months following Close of Escrow.	May 25 2017
10	Completion of Construction. Developer agrees to complete rehabilitation and reuse of existing buildings on the Property pursuant to Section 19 of the DDA.	Developer	Within 36 months following DDA approval by the City Council.	May 25 2019

CITY OF GARDEN GROVE

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING A LEASE AND A SUBLEASE AGREEMENT WITH THE LAB HOLDING LLC FOR LEASE OF FIVE UNIMPROVED PARCELS IN THE CIVIC CENTER FOR THE COTTAGE INDUSTRIES PROJECT

WHEREAS, the City owns unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-31 (11301 Garden Grove Blvd.), and 090-174-19 (11461 Garden Grove Blvd.) ("the City Property").

WHEREAS, the City leases from its Housing Authority unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-15 (12951 7th St.), 090-174-07 (11421 Garden Grove Blvd.), and 090-174-06 (12942 8th St.) ("the Authority Property").

WHEREAS, the two City Property and three Authority Property, are hereby collectively referred to as the Properties.

WHEREAS, the City has negotiated an agreement with the Lab Holdings, LLC (the "Developer") to lease the Properties and transfer the maintenance and repair responsibilities for the Properties to the Developer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Garden Grove that the Lease Agreement for the two City Property and Sublease Agreement for the three Authority Property attached hereto are hereby approved and the City Manager is hereby authorized to execute the Agreements and to sign all other documents necessary and appropriate to carry out and implement the Agreements.

Approved and adopted this 10<sup>th</sup> day of May, 2016.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

LEASE AGREEMENT BETWEEN  
CITY OF GARDEN GROVE AND  
LAB HOLDING, LLC

This Lease Agreement (the “Lease”) is made and entered into this \_\_\_\_ Day of November, 2016 (“Effective Date”) by and between CITY OF GARDEN GROVE, a municipal corporation of the State of California (“Landlord”), and Lab Holding, LLC., a California Limited Liability Company (“Tenant”). The undersigned parties agree to this Lease based upon the following facts and upon the following terms and conditions.

RECITALS

- A. Landlord is the owner of certain unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-31 (11301 Garden Grove Blvd.), and 090-174-19 (11461 Garden Grove Blvd.) (“the Property”). Collectively, the Property, including all rights and appurtenances pertaining to such land, including all adjacent streets, parking lots, alleys or rights of way, is referenced throughout this Lease as the “Premises.”
- B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, the Premises pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the Undersigned parties hereto agree as follows:

AGREEMENT

- 1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (as hereinafter defined) and upon the terms and conditions as set forth herein. Tenant accepts the Premises in an “As Is” condition without any representation or warranties being made by Landlord. Landlord expressly disclaims any warranty or representation with regard to the condition, safety or security of the Premises or suitability of the Premises for the Tenant’s intended use.
- 2. Use.
  - 2.1. Generally. Tenant shall use the Premises for the purposes of developing, constructing and operating its Cottage Industries project, consisting of commercial uses, parking lots, landscaping, and for other reasonable associated uses consistent with Tenant’s purposes as approved by the Landlord. Notwithstanding the foregoing, Tenant shall not cause or permit the Premises to be used in any way which (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law ordinance, regulation, or order relating to Hazardous Materials), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any

insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use of the Premises. Further, Tenant, at its sole cost, will comply with all applicable governmental laws and regulations in connection with its operations within the City of Garden Grove. Tenant will also comply with any and all reasonable rules and regulations promulgated by Landlord. The Premises shall be used solely for the use described in this Section and for no other use or purpose.

- 2.2. Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. However, "Hazardous Materials" shall not include ordinary and general office supplies and common household cleaning materials. Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees in violation of any applicable laws, codes ordinances or regulations governing the same
3. Term. The term of this lease shall be fifteen (15) years, commencing on the Effective Date (the "Term"), unless terminated earlier as provided in this lease.
4. Taxes.
  - 4.1. Real Property Taxes and Assessments. Should the property interest conveyed by this Lease be subject to real property taxation and/or assessments, Tenant shall pay, before delinquency, all lawful taxes, assessments, fees or charges which may be levied by the State, County, City, or any other tax or assessment-levying body upon the Premises and any improvement thereon. TENANT UNDERSTANDS THAT THIS LEASE MAY SUBJECT TENANT TO PROPERTY AND POSSESSORY INTEREST PROPERTY TAXATION as set out in Revenue & Taxation Code Section 107.6 *et seq.*

- 4.2. Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant, if any. Tenant shall use commercially reasonable efforts to have personal property taxes separately from the Premises if any tax becomes due as to the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for personal property within fifteen (15) days after tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.
- 4.3. Payment of Taxes and Assessments. To the extent that any taxes or assessments are separately assessed to Tenant, Tenant shall pay the same before delinquency. If Tenant fails to pay any such taxes or assessments as and when Tenant is required to do so hereunder, Landlord shall have the option, but not the obligation, to pay such amount together with any and all interest and penalties, in which case the total amount so paid together with interest thereon at the rate of ten percent (10%) per annum, calculated from the date of payment by Landlord to the date of repayment by Tenant, shall be due and payable by Tenant to Landlord upon receipt of written notice from Landlord. All taxes and assessments not separately assessed to Tenant shall be paid by Landlord to the taxing authority, but the amount thereof shall be payable by Tenant to Landlord within 30 days of Landlord's invoice therefor.
5. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and all other utilities and services used at the Premises or supplied to the Premises at Tenant's request.
6. Rent. Commencing on the Effective Date, Tenant agrees to pay Landlord, without notice or demand, annual rent of one dollar (\$1.00) in advance, on or before the first business day of each and every successive year during the Term. Tenant may pay, in advance, the full amount of the rent for the entire Term. Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.
7. Improvements.
- 7.1 As Necessary to Use, Landlord Consent. Tenant shall, at its sole expense, make improvements to the Premises as necessary to fulfill or engage in its use of the Premises described herein. No construction or improvements to any part of the Premises shall be allowed unless Tenant first seeks and obtains Landlord's consent thereto, together with any necessary permits, approvals, licenses or other land use entitlements (in the aggregate,



“Consent”). Such Consent, to the extent controlled by Landlord, shall not be unreasonably withheld or delayed.

## 7.2. Required Improvements by Tenant.

### 7.2.1. Tenant Improvements.

Tenant agrees to design, develop and construct the commercial uses, parking lots, and landscaping, as more particularly described in concept on Exhibit “A” subject to the Schedule of Performance in Exhibit “B” attached hereto and made part hereof (“Tenant Improvements”). Tenant shall be solely responsible for obtaining all necessary governmental approvals for the implementation of the design and construction of the Tenant Improvements. Landlord shall be allowed adequate opportunity to post Notices of Non-responsibility or other similar notices at the location of any Tenant Improvement before the commencement of work thereon.

### 7.2.2. All Work on Written Contract.

All work required in the construction of the Tenant Improvements, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors. Each such contract shall provide that the final payment under the contract due to the contractor shall be in an amount equaling at least 5 percent of the full amount payable under the contract and shall not be paid to contractor until whichever of the following last occurs: (i) The expiration of 35 days from the date of recording by Tenant as owner of a Notice of Completion of the Tenant Improvements, Tenant agreeing to record that Notice of Completion promptly within the time specified by law for the recording of that notice; or (ii) The settlement and discharge of all liens of record claimed by persons who supplied either labor or materials for the construction of the Tenant Improvements.

### 7.2.3. [Ommitted].

### 7.2.4. Time for Completion.

Tenant shall cause construction of the Tenant Improvements to be commenced pursuant to the timeline in the Schedule of Performance, and shall then cause construction of the Tenant Improvements to be diligently pursued without unnecessary interruption, and shall cause the Tenant Improvements to be completed and ready for occupancy per the Schedule of Performance. Tenant shall be excused for any delays in construction or commencement of construction caused by the act of Landlord, the act of any agent of Landlord, the act of any governmental authority, the act of

any public enemy, acts of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond Tenant's control. Tenant shall, however, use reasonable diligence to avoid any such delay and to resume construction as promptly as possible after the delay. Landlord's City Manager shall have the authority to approve reasonable adjustments to the timeline in the Schedule of Performance.

- 7.3. Submission of Plans. Within 120 days of Landlord's approval of the lease, the Tenant shall submit final site plans, floor plans and elevations, and other such information to Landlord as Landlord may reasonably request, to allow Landlord to evaluate compliance with the construction of Tenant Improvements and any proposed alterations to Tenant Improvements. Such plans shall be prepared by a licensed architect or engineer, and shall include a statement of estimated construction costs for the Tenant Improvements prepared by the engaged architect or engineer.
- 7.4. Prevailing Wage, ADA. Tenant understands and agrees that in implementing the Tenant Improvements, it has the legal obligation to comply with, and contractually require contractor and subcontractor compliance with, California's prevailing wage laws codified at Labor Code Section 1770 *et. Seq.* Furthermore, Tenant hereby assumes full and sole responsibility for ensuring that access to and through the Premises is consistent with the Americans with Disabilities Act and other similar laws and regulations
- 7.5. Removal and Retention of Improvements. Upon termination or expiration of this lease, Tenant Shall, at its sole cost and expense, remove all non-fixed improvements or alterations to the Premises upon written request and authorization by the Landlord, and shall return the Premises to Landlord in substantially the same condition as they were on the Effective Date of this Lease, or as improved via structural alteration approved by Landlord, ordinary wear and tear excepted. Any fixture or structural alteration to the Premises shall remain on and be surrendered with the Premises upon the termination or expiration of the Lease without compensation to Tenant, unless Landlord specifically directs Tenant in writing to remove all or any such fixture or alteration. Such direction to remove a fixture or structural alteration (a "Removal Directive") shall be given not less than sixty (60) days before the date of termination or expiration of the Lease. Tenant shall be solely responsible for implementing any Removal Directive and restoring the Premises to substantially the same condition as upon the Effective Date of this Lease.
- 7.6. Quitclaim Deed. Upon termination of this Lease for any reason, including but not limited to termination because of default by Tenant, Tenant shall execute, acknowledge, and deliver to Landlord within 30 days after receipt of written demand therefor, a good and sufficient deed whereby all right,

title and interest of Tenant in the Premises and any improvements which are not to be removed therefrom pursuant to this Lease is quitclaimed to Landlord. Should Tenant fail or refuse to deliver the required deed to Landlord, Landlord may prepare and record a notice reciting the failure of Tenant to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all right of Tenant or of those claiming under Tenant in and to the in the Premises and said improvements.

- 7.7. Signage, Limitations of Landlord Approval. Tenant expressly agrees to comply with all applicable signage ordinances. No structure, sign or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. No changes, modifications or alterations from approved plans and specifications may be made without Landlord's prior written approval. No approval by Landlord of any plans specifications shall constitute: (i) approval of architectural or engineering sufficiency or representation (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.

8. Encumbrance of Leasehold

- 8.1 Tenant's Right to Encumber. Tenant may encumber to any institutional construction lender regulated by state or federal authority (referred to in this lease as "Lender"), by deed of trust or mortgage or other security instrument, all of Tenant's interest under this lease and the leasehold estate hereby created in Tenant (referred to in this lease as a "Leasehold Encumbrance") for purposes only related to the construction of the Tenant Improvements. However, no Leasehold Encumbrance incurred by Tenant in accordance with this Section shall, and Tenant shall not have power to incur any encumbrance that shall constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises. Any Leasehold Encumbrance shall be subject to all covenants, conditions, and restrictions set forth in this lease and to all rights and interests of Landlord, except as is otherwise provided in this lease. Tenant shall give Landlord prior written notice of any Leasehold Encumbrance, together with a copy of the deed of trust, mortgage, or other security interest evidencing the Leasehold Encumbrance.
- 8.2. Notice to and Service on Lender. Landlord shall mail to any Lender who has given Landlord written notice of its name and address, a duplicate

copy of any and all notices Landlord may from time to time give to or serve on Tenant in accordance with or relating to this lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. Any notices or other communications permitted by this or any other section of this lease or by law to be served on or given to Lender by Landlord shall be deemed duly served on or given to Lender when deposited in the United States mail, first-class postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing by Lender to Landlord.

- 8.3. No Modification Without Lender's Consent. For as long as there is any Leasehold Encumbrance in effect, Tenant and Landlord hereby expressly stipulate and agree that they will not modify this lease in any way nor cancel this lease by mutual agreement without the written consent of Lender having that Leasehold Encumbrance.
- 8.4. Right of Lender to Realize on Security. A Lender with a Leasehold Encumbrance shall have the right at any time during the term of this lease and the existence of the encumbrance to do both of the following:
- 8.4.1. Any act or thing required of Tenant under this lease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Tenant's rights under this lease as if done by Tenant; and
- 8.4.2. Realize on the security afforded by the leasehold estate by foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (referred to in this lease as "the Security Instrument"), and
- 8.4.3. To transfer, convey, or assign the title of Tenant to the leasehold estate created by this lease to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted under court order or a power of sale contained in the Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and
- 8.4.4. To acquire and succeed to the interest of Tenant under this lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted under a court order or a power of sale contained in the Security Instrument, or by virtue of an assignment in lieu of foreclosure.

The Lender or any person or entity acquiring the leasehold estate shall be liable to perform Tenant's obligations under this lease only during the

period, if any, in which that entity or person has ownership of the leasehold estate or possession of the Premises.

- 8.5. Right of Lender to Cure Defaults. For as long as there is in effect any Leasehold Encumbrance, before Landlord may terminate this lease because of any default under or breach of this lease by Tenant, Landlord must give written notice of the default or breach to Lender and afford Lender the opportunity after service of the notice to do one of the following:

- 8.5.1. Cure the breach or default within 10 days after expiration of the time period granted to Tenant under this lease for curing a default, when the default can be cured by the payment of money to Landlord or some other person;
- 8.5.2. Cure the breach or default within 30 days after expiration of the time period granted to Tenant under this lease for curing a default, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or
- 8.5.3. Cure the breach or default in any reasonable time that may be required when something other than money is required to cure the breach or default and cannot be performed within 30 days after expiration of the time period granted to the tenant under this lease for curing a default, provided that acts to cure the breach or default are commenced within that time period after service of notice of default on Lender by Landlord and are thereafter diligently continued by Lender.

- 8.6. Foreclosure in Lieu of Curing Default. Notwithstanding any other provision of this lease, a Lender under a Leasehold Encumbrance may forestall termination of this lease by Landlord for a default under or breach of this lease by Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by order of court or for foreclosure of the Leasehold Encumbrance under a power of sale contained in the Security Instrument. The proceedings shall not, however, forestall termination of this lease by Landlord for the default or breach by Tenant unless all of the following conditions are met:

- 8.6.1. The proceedings are commenced within 30 days after service on Lender of the notice described in subsection (f) of Section 8;
- 8.6.2. The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and

- 8.6.3. Lender keeps and performs all of the terms, covenants, and conditions of this lease requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the leasehold estate to Lender.
- 8.7. Assignment Without Consent on Foreclosure. A transfer of Tenant's leasehold interest under this lease to any of the following shall not require the prior consent of Landlord:
- 8.7.1. A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the foreclosure sale is conducted under court order or a power of sale in the instrument creating the encumbrance, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the purchaser and the effective date of the transfer;
- 8.7.2. An assignee of the leasehold estate of Tenant under an assignment in lieu of foreclosure, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the assignee and the effective date of the assignment; or
- 8.7.3. A purchaser or assignee of the purchaser at a foreclosure sale of the Leasehold Encumbrance or of the assignee of the leasehold estate of Tenant acquired under an assignment in lieu of foreclosure, provided the purchaser or assignee delivers to Landlord its written agreement to be bound by all of the provisions of this lease.
- 8.8. New Lease to Lender. Notwithstanding any other provision of this lease, should this lease terminate because of any default under or breach of this lease by Tenant, Landlord may enter into a new lease for the Premises with Lender under a Leasehold Encumbrance, as Tenant, provided all of the following conditions are satisfied:
- 8.8.1. A written request for the new lease is served on Landlord by Lender within 30 days after service on Lender of the notice described in Subsection (f) of Section 8 of this lease;
- 8.8.2. The new lease
- 8.8.2.1. Is for a term ending on the same date the term of this lease would have ended had this lease not been terminated;

- 8.8.2.2. Provides for the payment of rent at the same rate that would have been payable under this lease during the remaining term of this lease had this lease not been terminated; and
- 8.8.2.3. Contains the same terms, covenants, conditions, and provisions as are contained in this lease (except those that have already been fulfilled or are no longer applicable);
- 8.8.3. Lender, on execution of the new lease by Landlord, shall pay any and all sums that would at the time of the execution of the new lease be due under this lease but for its termination and shall otherwise fully remedy, or agree in writing to remedy, any other defaults under or breaches of this lease committed by Tenant that can be remedied;
- 8.8.4. Lender, on execution of the new lease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred in terminating this lease, recovering possession of the Premises from Tenant or the representative of Tenant, and preparing the new lease;
- 8.8.5. The new lease shall be subject to all existing subleases between Tenant and subtenants, provided that for any sublease, the subtenant agrees in writing to attorn to Lender (or its assignee); and
- 8.8.6. The new lease shall be assignable by Lender but not by any assignee of Lender without the prior written consent of Landlord.
- 8.9. No Merger of Leasehold and Fee Estates. For as long as any Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate created by this lease and the fee estate of Landlord in the Premises merely because both estates have been acquired or become vested in the same person or entity, unless Lender otherwise consents in writing.
- 8.10. Lender as Assignee of Lease. No Lender under any Leasehold Encumbrance shall be liable to Landlord as an assignee of this lease unless and until Lender acquires all rights of Tenant under this lease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance.
- 8.11. Lender as Including Subsequent Security Holders. The term "Lender" as used in this lease shall mean not only the institutional lender that loaned money to Tenant and is named as beneficiary, mortgagee, secured party,



or security holder in the Security Instrument creating any Leasehold Encumbrance, but also all subsequent purchasers or assignees of the leasehold interest secured by the Leasehold Encumbrance.

- 8.12. Two or More Lenders. In the event two or more Lenders each exercise their rights under this lease and there is a conflict that renders it impossible to comply with all requests of Lenders, the Lender whose Leasehold Encumbrance would have senior priority in the event of a foreclosure shall prevail.

9. Maintenance and Repair.

- 9.1. General Maintenance and Repairs. Tenant shall be responsible to perform general maintenance and repair of the Premises, including but not limited to all common areas, landscaping, irrigation and parking facilities, and keep all portions of the Premises in a clean and orderly condition. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant, sub-tenants or its employees, agents, contractors and invitees. Upon termination of this Lease, Tenant shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear excepted, and at its sole expense, except as otherwise specified in Section 7.5 above, shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.

- 9.2. Capital Repairs and Improvements. Tenant acknowledges and agrees that Tenant has inspected the Premises and has substantial knowledge as to the condition of the Premises. Landlord shall not be responsible for capital repairs or improvements to the Premises. Subject to the terms herein, Tenant hereby waives its rights to compel Landlord to repair, replace, upgrade or otherwise maintain the Premises.

- 9.3. Destruction of Premises. If the Premises, or any portion thereof, are destroyed or damaged by any reason, Landlord and Tenant agree as follows: If the damage is covered by Tenant's insurance maintained per Section 12 below, Tenant shall immediately submit appropriate claims to effect repair and restoration of the Premises. If insurance proceeds are insufficient to fully effect such repair and restoration, or if the damage is not covered by Tenant's insurance, Tenant and Landlord shall work together to determine how to proceed, recognizing the special nature of the Premises.

10. Liens. Except as provided for in Section 8, Tenant shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors', subcontractors', or other liens. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from all liability for any and all liens, claims, demands, together with the costs of defense and



reasonable attorneys' fees related to same. Landlord reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Landlord against liability. In addition to and not in limitation of Landlord's other rights and remedies under this Lease, should Tenant fail, within ten (10) days of a written request from Landlord, to discharge any lien or claim related to Tenant's use of the Premises, or to indemnify, hold harmless and defend Landlord from and against any loss, damage, injury, liability or claim arising out of Tenant's use of the Premises as provided above, then Landlord, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages or settle or discharge any action or satisfy any judgment and all costs, expenses, and attorney's fees incurred in doing so shall be paid to Landlord by Tenant upon written demand, together with interest thereon at the rate of seven percent (7%) per annum (but in no event more than maximum interest rate permitted by law) from the date incurred or paid through and including the payment date.

11. Indemnity. As a material part of the consideration to Landlord, to the fullest extent allowed by law, Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, together with Landlord's agents, employees, officers, officials, and volunteers, harmless from and against any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorney's fees) of any kind or character to any person, including wrongful death, or property (collectively, "Claims") arising from or related to: (i) Tenant's occupation and/or use of the Premises, before, during, and after the Term and/or (ii) any act or omission of Tenant, its employees, agents, contractors or invitees. Tenant shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the sole gross negligence or intentional misconduct of Landlord. All indemnity obligations under this Section shall survive the expiration or termination of this Lease. Landlord shall not be liable for any loss or theft or any property on the Premises.

12. Insurance.

- 12.1. Coverage. Tenant, at its sole cost and expense, shall, during the entire Term, keep in full force and effect: (i) a worker's compensation insurance policy as required by the State of California; and (ii) a policy or policies of general liability and property damage insurance, with respect to the Premises, in which the combined single limit of liability shall not be less than TWO MILLION DOLLARS (\$2,000,000). Tenant shall also maintain a standard form all-risk policy covering fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of Tenant. Said policies shall name Landlord as additional insured and contain a clause that the insurer may not cancel

or change the insurance coverage limits without first giving Landlord thirty (30) days' prior written notice, except cancellation for nonpayment of premium, in which case only ten (10) days' prior written notice shall be required. Tenant's general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of Tenant under this Lease and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Premises are located.

- 12.2. Risk of Loss. Landlord shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others that arises from or relates to : (i) any defect or alleged defect in the Premises or any service facilities, (ii) the occurrence of any accident, including but not limited to damage cause by water, wind, storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus, (iii) Tenant's acts or omissions or those of Tenant's agents, employees, invitees/customers, officers, volunteers or other occupants of the Premises, present with Tenant's permission or knowledge, (iv) any part or appurtenance of the Premises, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair
- 12.3. Waiver of Subrogation. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any loss in or about the Premises from perils insured against under its fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause. However, this Section shall be inapplicable as to a particular insurance contract to the extent it would have the effect of invalidating the coverage provided by that contract, whether of Landlord or Tenant. Nothing herein shall relieve Tenant of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive subrogation in accordance with this paragraph. Tenant shall, at the request of Landlord, execute and deliver to Landlord a Waiver of Subrogation in the form and content as reasonably required by Landlord's risk manager. To the extent Tenant fails to maintain the insurance required under the terms of this lease, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to circumstances that would have been covered had such required insurance been maintained.
- 12.4. Certificate of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord upon or before the delivery of the Premises to Tenant for any purpose. Each of said

certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease.

13. Defaults and Remedies.

- 13.1. Events of Default. Should Tenant be in default in the prompt and full performance of any obligation of the Lease for more than ten (10) days, (unless due to the nature of such default it is not capable of being cured within ten (10) days, in which event Tenant shall be in default unless it commences to cure such obligation within such ten (10) day period and thereafter diligently prosecute such cure to completion), after written notice from Landlord specifying the particulars of the default (any such notice being required by this Section for any breach, being deemed in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, or any similar superseding statute), or should Tenant vacate or abandon the Premises, or should Tenant make any general assignment for the benefit of creditors (other than as provided in Section 8), or should substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease be attached or judicially seized where the seizure is not discharged within thirty (30) days, then Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Lease and, in addition to any or all other rights or remedies of Landlord by law provided, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant or any other person: (i) to declare the Term ended and to re-enter and take possession of the Premises and remove all persons, property and improvements therefrom, or (ii) to re-enter the Premises, without declaring this Lease terminated and without terminating Tenant's rights to possession, and to occupy the whole or any part for and on account of Tenant, and to collect any unpaid rentals and other charges which have become payable or which may thereafter become payable, or (iii) to terminate this Lease and all of Tenant's rights as to the Premises hereunder, even though it may have previously re-entered the Premises without terminating this Lease. In any case in which Landlord shall re-enter and occupy the whole or any part of the Premises, by unlawful detainer proceedings or otherwise, Landlord, at its option, may repair, alter, subdivide, or change the character of the Premises from time to time in such manner as Landlord deems best, may re-let the Premises or any part thereof and receive the rents therefor, and none of such actions shall constitute a termination of this Lease, a release of Tenant from any liability hereunder. Landlord shall not be deemed to have terminated this Lease or liability of Tenant to pay any rent or other charges later accruing by any re-entry of the Premises as provided above, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to

terminate this Lease. Notwithstanding anything to the contrary set forth above, if the default complained of, other than a default for the payment of monies, cannot be rectified or cured within the period requiring rectification or curing, as specified in the written notice relating to the default, then, as to a default susceptible to being cured, the default shall be deemed to be rectified or cured if Tenant, within the notice period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion.

- 13.2. Termination of Lease. Should Landlord elect to terminate this Lease pursuant to this Section, Landlord may recover from Tenant all damages caused as a result of Tenant's default.
14. Waiver. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by Landlord to require exact, full, and complete compliance with any of the covenants, conditions, terms, or agreements contained in this Lease be construed as changing the terms of this Lease in any manner or preventing Landlord from enforcing the full provisions hereof. No delay, failure, omission of Landlord to exercise any right, power, privilege, or option arising from any default or breach, nor any subsequent acceptance of payment then or thereafter by Landlord, shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or breach, or as relinquishment of any right. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this lease.
15. Attorneys' Fees. Should either party to this Lease have to resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute.
16. Access and Inspection. Landlord and its representatives, employees, agents or independent contractors shall have access to the Premises, or any portion thereof, at all times, upon reasonable notice to Tenant, for purposes of inspection, to show the Premises to prospective purchasers, to provide necessary services, to make necessary repairs or perform other services, or to post appropriate Notices of Non-Responsibility, all without being liable for any breach of a covenant of quiet enjoyment possessed by Tenant, of eviction of Tenant, or any other damage to Tenant or its operations. In exercising these rights, Landlord shall use its best efforts to minimize disruption or inconvenience to Tenant, and shall unless in an emergency, provide reasonable advance notice of any such entry onto the Premises or inspection thereof.

17. Prohibition on Assignment and Subletting.

17.1. Landlord's Consent. Except as otherwise provided in Section 8, Tenant may not assign, sublet or otherwise transfer its interest, under this Lease without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.

17.2. Approved Assignments. The following events shall not be considered a transfer of interest under Section 17.1 above: (a) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between Tenant's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Tenant; (c) the Transfer of this Lease to Tenant's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Tenant; or (d) a collateral assignment of Tenant's interest in this Lease to a lender as security for any indebtedness of Tenant to the lender. Tenant shall not be required to obtain Landlord's consent and Landlord shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to Landlord.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) by electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To Tenant:    Lab Holding, LLC  
                  709 Randolph Ave.  
                  Costa Mesa, CA 92626  
                  Attn.: Shaheen Sadeghi  
                  Phone: (714) 966-6661

To Landlord: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn.: City Manager  
Phone: (714) 741-5100

19. No Principal/Agent Relationship. Nothing contained in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this lease be construed to authorize either to act as an agent for the other.
20. Entire Agreement, Modification. This lease constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written. No supplement, modifications or amendment of this Lease shall be binding unless in writing and executed by Tenant and Landlord.
21. Applicable Law and Venue. This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of California Courts with venue in Orange County.
22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
23. Headings and Recitals. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision.
24. Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or any amendments hereto.
25. Memorandum of Lease for Recording. Landlord and Tenant shall, at the request of either at any time during the term of this lease, execute a memorandum or "short form" of this lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this lease shall describe the parties, set forth a description of the leased premises, specify the term of this lease, incorporate this lease by reference, and include any other provisions required by Lender(s).
26. Termination; Holdover. This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises.

27. Incorporation of Attachments. All Attachments included herein or attached hereto are hereby incorporated into this Lease by this reference, and constitute an integral part of this Lease.
28. Time. Time is of the essence of every provision contained in this Lease.
29. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
30. Right of First Refusal. Tenant is hereby granted a Right of First Refusal to purchase the Property as follows: (a) Prior to soliciting any offer for sale of the Property or any interest in the Property, or accepting any offer to purchase the Property or any beneficial ownership interests in the Property, Landlord shall notify Tenant of such interest to sell or offer and deliver to Tenant a copy thereof. Tenant may exercise the Right of First Refusal by delivering to Landlord a written notice of exercise within ninety (90) days after Tenant has received Landlord's notice of an intent to sell. The purchase price shall be the fair market value of the Property determined as follows. Landlord shall provide Tenant with a list of no fewer than three appraisers for Tenant's approval. Tenant shall select one appraiser to perform the appraisal and determine the fair market value of the Property. Tenant may reject any appraiser for a reasonable cause. If any appraiser(s) are rejected with cause, Landlord will provide alternative appraiser(s) of an equal number. In the event Tenant fails to select an appraiser within fifteen (15) days of receiving the list of appraisers, Landlord may select an appraiser. Landlord shall pay the cost of the appraiser. Any appraiser selected pursuant to this section shall be an MAI appraiser with at least five years of experience. (b) In the event Tenant does not exercise the Right of First Refusal pursuant to subparagraphs (a) above, Landlord may sell the Property.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument of the Effective Date.

<p>LANDLORD CITY OF GARDEN GROVE, a California Municipal Corporation</p> <p>_____</p> <p>City Manager</p> <p>Date: _____</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p>	<p>TENANT LAB HOLDING, LLC, a California Limited Liability Company</p> <p>By: _____ As agent and manager</p> <p>By: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Date: _____</p>
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Exhibit “A”  
**TENANT IMPROVEMENTS**

Exhibit “B”

**SCHEDULE OF PERFORMANCE**

<b>ITEM</b>	<b>MILESTONE</b>	<b>RESPONSIBLE PARTY</b>	<b>PROPOSED COMPLIANCE DATE(S)</b>	<b>ESTIMATED TIMELINE</b>
1	Approval of Lease.	N/A	May 10, 2016	May 10 2016
2	Preliminary project design and submittal to Landlord for review.	Tenant	Sept. 2, 2016	Sept. 2 2016
3	Effective Date/Commencement of Lease Term.	Landlord and Tenant	Not later than November 21, 2016.	Nov. 21 2016
4	Prepare and submit 100% Schematic Design to Landlord for review.	Tenant	Within one 120 days following Commencement of Lease Term.	March 21 2017
5	Planning Review. Landlord to expeditiously process and review plans, associated CEQA approvals and related documents pursuant to Section 19.3 of the DDA. Tenant to conduct community outreach and public engagement.	Landlord and Tenant	Not later than May 31, 2017.	May 21 2017
6	Complete 100% Construction Documents and submit to Landlord for review and approval.	Tenant	Not later than August 31, 2017	Aug. 21 2017
7	Building Review of Construction Documents. Landlord to expeditiously process and review plans associated with permits and approvals.	Landlord	Not later than October 31, 2017.	Oct. 21 2017
8	Commence construction. Landlord shall obtain Building Permits for construction of improvements.	Tenant	No later than November 21, 2017.	May 25 2017
9	Completion of Construction. Tenant agrees to complete improvements.	Tenant	No later than November 21, 2019	May 25 2019

SUBLEASE AGREEMENT BETWEEN  
CITY OF GARDEN GROVE AND  
LAB HOLDING, LLC

This Sublease Agreement (the “Sublease”) is made and entered into this \_\_\_\_ Day of November, 2016 (“Effective Date”) by and between CITY OF GARDEN GROVE, a municipal corporation of the State of California (“Landlord”), and Lab Holding, LLC., a California Limited Liability Company (“Tenant”). The undersigned parties agree to this Sublease based upon the following facts and upon the following terms and conditions.

RECITALS

- A. Landlord leases from its Housing Authority certain unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APNs 090-172-15 (12951 7<sup>th</sup> St.), 090-174-07 (11421 Garden Grove Blvd.), and 090-174-06 (12942 8<sup>th</sup> St.) (“the Property”). Collectively, the Property, including all rights and appurtenances pertaining to such land, including all adjacent streets, parking lots, alleys or rights of way, is referenced throughout this Sublease as the “Premises.”
- B. Landlord desires to Sublease to Tenant and Tenant desires to Sublease from Landlord, the Premises pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the Undersigned parties hereto agree as follows:

AGREEMENT

- 1. Sublease of Premises. Landlord hereby Subleases to Tenant, and Tenant hereby Subleases from Landlord, the Premises for the Term (as hereinafter defined) and upon the terms and conditions as set forth herein. Tenant accepts the Premises in an “As Is” condition without any representation or warranties being made by Landlord. Landlord expressly disclaims any warranty or representation with regard to the condition, safety or security of the Premises or suitability of the Premises for the Tenant’s intended use.
- 2. Use.
  - 2.1. Generally. Tenant shall use the Premises for the purposes of developing, constructing and operating its Cottage Industries project, consisting of commercial uses, parking lots, landscaping, and for other reasonable associated uses consistent with Tenant’s purposes as approved by the Landlord. Notwithstanding the foregoing, Tenant shall not cause or permit the Premises to be used in any way which (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law ordinance, regulation, or order relating to Hazardous Materials),

(ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use of the Premises. Further, Tenant, at its sole cost, will comply with all applicable governmental laws and regulations in connection with its operations within the City of Garden Grove. Tenant will also comply with any and all reasonable rules and regulations promulgated by Landlord. The Premises shall be used solely for the use described in this Section and for no other use or purpose.

- 2.2. Hazardous Materials. As used in this Sublease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. However, "Hazardous Materials" shall not include ordinary and general office supplies and common household cleaning materials. Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees in violation of any applicable laws, codes ordinances or regulations governing the same.
- 2.3. Existing Use of Premises. Tenant acknowledges that the City of Garden Grove Community Gardens is currently located and operated on APNs 090-174-06 (12942 8<sup>th</sup> St.) and 090-174-07 (11421 Garden Grove Blvd.). The current Gardens program ends on February 29, 2017, and Tenant agrees to the continued operation of the Gardens through February 29, 2017.
3. Term. The term of this Sublease shall be fifteen (15) years, commencing on the Effective Date (the "Term"), unless terminated earlier as provided in this Sublease.
4. Taxes.
  - 4.1. Real Property Taxes and Assessments. Should the property interest conveyed by this Sublease be subject to real property taxation and/or

assessments, Tenant shall pay, before delinquency, all lawful taxes, assessments, fees or charges which may be levied by the State, County, City, or any other tax or assessment-levying body upon the Premises and any improvement thereon. TENANT UNDERSTANDS THAT THIS SUBLEASE MAY SUBJECT TENANT TO PROPERTY AND POSSESSORY INTEREST PROPERTY TAXATION as set out in Revenue & Taxation Code Section 107.6 *et seq.*

- 4.2. Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant, if any. Tenant shall use commercially reasonable efforts to have personal property taxes separately from the Premises if any tax becomes due as to the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for personal property within fifteen (15) days after tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.
- 4.3. Payment of Taxes and Assessments. To the extent that any taxes or assessments are separately assessed to Tenant, Tenant shall pay the same before delinquency. If Tenant fails to pay any such taxes or assessments as and when Tenant is required to do so hereunder, Landlord shall have the option, but not the obligation, to pay such amount together with any and all interest and penalties, in which case the total amount so paid together with interest thereon at the rate of ten percent (10%) per annum, calculated from the date of payment by Landlord to the date of repayment by Tenant, shall be due and payable by Tenant to Landlord upon receipt of written notice from Landlord. All taxes and assessments not separately assessed to Tenant shall be paid by Landlord to the taxing authority, but the amount thereof shall be payable by Tenant to Landlord within 30 days of Landlord's invoice therefor.
5. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and all other utilities and services used at the Premises or supplied to the Premises at Tenant's request.
6. Rent. Commencing on the Effective Date, Tenant agrees to pay Landlord, without notice or demand, annual rent of one dollar (\$1.00) in advance, on or before the first business day of each and every successive year during the Term. Tenant may pay, in advance, the full amount of the rent for the entire Term. Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing.

7. Improvements.

7.1 As Necessary to Use, Landlord Consent. Tenant shall, at its sole expense, make improvements to the Premises as necessary to fulfill or engage in its use of the Premises described herein. No construction or improvements to any part of the Premises shall be allowed unless Tenant first seeks and obtains Landlord's consent thereto, together with any necessary permits, approvals, licenses or other land use entitlements (in the aggregate, "Consent"). Such Consent, to the extent controlled by Landlord, shall not be unreasonably withheld or delayed.

7.2. Required Improvements by Tenant.

7.2.1. Tenant Improvements.

Tenant agrees to design, develop and construct the commercial uses, parking lots, and landscaping, as more particularly described in concept on Exhibit "A" subject to the Schedule of Performance in Exhibit "B" attached hereto and made part hereof ("Tenant Improvements"). Tenant shall be solely responsible for obtaining all necessary governmental approvals for the implementation of the design and construction of the Tenant Improvements. Landlord shall be allowed adequate opportunity to post Notices of Non-responsibility or other similar notices at the location of any Tenant Improvement before the commencement of work thereon.

7.2.2. All Work on Written Contract.

All work required in the construction of the Tenant Improvements, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors. Each such contract shall provide that the final payment under the contract due to the contractor shall be in an amount equaling at least 5 percent of the full amount payable under the contract and shall not be paid to contractor until whichever of the following last occurs: (i) The expiration of 35 days from the date of recording by Tenant as owner of a Notice of Completion of the Tenant Improvements, Tenant agreeing to record that Notice of Completion promptly within the time specified by law for the recording of that notice; or (ii) The settlement and discharge of all liens of record claimed by persons who supplied either labor or materials for the construction of the Tenant Improvements.

7.2.3. [Omitted].

#### 7.2.4. Time for Completion.

Tenant shall cause construction of the Tenant Improvements to be commenced pursuant to the timeline in the Schedule of Performance, and shall then cause construction of the Tenant Improvements to be diligently pursued without unnecessary interruption, and shall cause the Tenant Improvements to be completed and ready for occupancy per the Schedule of Performance. Tenant shall be excused for any delays in construction or commencement of construction caused by the act of Landlord, the act of any agent of Landlord, the act of any governmental authority, the act of any public enemy, acts of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond Tenant's control. Tenant shall, however, use reasonable diligence to avoid any such delay and to resume construction as promptly as possible after the delay. Landlord's City Manager shall have the authority to approve reasonable adjustments to the timeline in the Schedule of Performance.

- 7.3. Submission of Plans. Within 120 days of Landlord's approval of the Sublease, the Tenant shall submit final site plans, floor plans and elevations, and other such information to Landlord as Landlord may reasonably request, to allow Landlord to evaluate compliance with the construction of Tenant Improvements and any proposed alterations to Tenant Improvements. Such plans shall be prepared by a licensed architect or engineer, and shall include a statement of estimated construction costs for the Tenant Improvements prepared by the engaged architect or engineer.
- 7.4. Prevailing Wage, ADA. Tenant understands and agrees that in implementing the Tenant Improvements, it has the legal obligation to comply with, and contractually require contractor and subcontractor compliance with, California's prevailing wage laws codified at Labor Code Section 1770 *et. Seq.* Furthermore, Tenant hereby assumes full and sole responsibility for ensuring that access to and through the Premises is consistent with the Americans with Disabilities Act and other similar laws and regulations
- 7.5. Removal and Retention of Improvements. Upon termination or expiration of this Sublease, Tenant Shall, at its sole cost and expense, remove all non-fixed improvements or alterations to the Premises upon written request and authorization by the Landlord, and shall return the Premises to Landlord in substantially the same condition as they were on the Effective Date of this Sublease, or as improved via structural alteration approved by Landlord, ordinary wear and tear excepted. Any fixture or structural alteration to the Premises shall remain on and be surrendered with the Premises upon the termination or expiration of the Sublease without compensation to Tenant, unless Landlord specifically directs Tenant in

writing to remove all or any such fixture or alteration. Such direction to remove a fixture or structural alteration (a "Removal Directive") shall be given not less than sixty (60) days before the date of termination or expiration of the Sublease. Tenant shall be solely responsible for implementing any Removal Directive and restoring the Premises to substantially the same condition as upon the Effective Date of this Sublease.

7.6. Quitclaim Deed. Upon termination of this Sublease for any reason, including but not limited to termination because of default by Tenant, Tenant shall execute, acknowledge, and deliver to Landlord within 30 days after receipt of written demand therefor, a good and sufficient deed whereby all right, title and interest of Tenant in the Premises and any improvements which are not to be removed therefrom pursuant to this Sublease is quitclaimed to Landlord. Should Tenant fail or refuse to deliver the required deed to Landlord, Landlord may prepare and record a notice reciting the failure of Tenant to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Sublease and of all right of Tenant or of those claiming under Tenant in and to the in the Premises and said improvements.

7.7. Signage, Limitations of Landlord Approval. Tenant expressly agrees to comply with all applicable signage ordinances. No structure, sign or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. No changes, modifications or alterations from approved plans and specifications may be made without Landlord's prior written approval. No approval by Landlord of any plans specifications shall constitute: (i) approval of architectural or engineering sufficiency or representation (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.

## 8. Encumbrance of leasehold

8.1 Tenant's Right to Encumber. Tenant may encumber to any institutional construction lender regulated by state or federal authority (referred to in this Sublease as "Lender"), by deed of trust or mortgage or other security instrument, all of Tenant's interest under this Sublease and the leasehold estate hereby created in Tenant (referred to in this Sublease as a "Leasehold Encumbrance") for purposes only related to the construction of the Tenant Improvements. However, no Leasehold Encumbrance



incurred by Tenant in accordance with this Section shall, and Tenant shall not have power to incur any encumbrance that shall constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises. Any Leasehold Encumbrance shall be subject to all covenants, conditions, and restrictions set forth in this Sublease and to all rights and interests of Landlord, except as is otherwise provided in this Sublease. Tenant shall give Landlord prior written notice of any Leasehold Encumbrance, together with a copy of the deed of trust, mortgage, or other security interest evidencing the Leasehold Encumbrance.

- 8.2. Notice to and Service on Lender. Landlord shall mail to any Lender who has given Landlord written notice of its name and address, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant in accordance with or relating to this Sublease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. Any notices or other communications permitted by this or any other section of this Sublease or by law to be served on or given to Lender by Landlord shall be deemed duly served on or given to Lender when deposited in the United States mail, first-class postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing by Lender to Landlord.
- 8.3. No Modification Without Lender's Consent. For as long as there is any Leasehold Encumbrance in effect, Tenant and Landlord hereby expressly stipulate and agree that they will not modify this Sublease in any way nor cancel this Sublease by mutual agreement without the written consent of Lender having that Leasehold Encumbrance.
- 8.4. Right of Lender to Realize on Security. A Lender with a Leasehold Encumbrance shall have the right at any time during the term of this Sublease and the existence of the encumbrance to do both of the following:
  - 8.4.1. Any act or thing required of Tenant under this Sublease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Tenant's rights under this Sublease as if done by Tenant; and
  - 8.4.2. Realize on the security afforded by the leasehold estate by foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (referred to in this Sublease as "the Security Instrument"), and

- 8.4.3. To transfer, convey, or assign the title of Tenant to the leasehold estate created by this Sublease to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted under court order or a power of sale contained in the Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and
- 8.4.4. To acquire and succeed to the interest of Tenant under this Sublease by virtue of any foreclosure sale, whether the foreclosure sale is conducted under a court order or a power of sale contained in the Security Instrument, or by virtue of an assignment in lieu of foreclosure.

The Lender or any person or entity acquiring the leasehold estate shall be liable to perform Tenant's obligations under this Sublease only during the period, if any, in which that entity or person has ownership of the leasehold estate or possession of the Premises.

- 8.5. Right of Lender to Cure Defaults. For as long as there is in effect any Leasehold Encumbrance, before Landlord may terminate this Sublease because of any default under or breach of this Sublease by Tenant, Landlord must give written notice of the default or breach to Lender and afford Lender the opportunity after service of the notice to do one of the following:
  - 8.5.1. Cure the breach or default within 10 days after expiration of the time period granted to Tenant under this Sublease for curing a default, when the default can be cured by the payment of money to Landlord or some other person;
  - 8.5.2. Cure the breach or default within 30 days after expiration of the time period granted to Tenant under this Sublease for curing a default, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or
  - 8.5.3. Cure the breach or default in any reasonable time that may be required when something other than money is required to cure the breach or default and cannot be performed within 30 days after expiration of the time period granted to the tenant under this Sublease for curing a default, provided that acts to cure the breach or default are commenced within that time period after service of notice of default on Lender by Landlord and are thereafter diligently continued by Lender.
- 8.6. Foreclosure in Lieu of Curing Default. Notwithstanding any other provision of this Sublease, a Lender under a Leasehold Encumbrance may

forestall termination of this Sublease by Landlord for a default under or breach of this Sublease by Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by order of court or for foreclosure of the Leasehold Encumbrance under a power of sale contained in the Security Instrument. The proceedings shall not, however, forestall termination of this Sublease by Landlord for the default or breach by Tenant unless all of the following conditions are met:

- 8.6.1. The proceedings are commenced within 30 days after service on Lender of the notice described in subsection (f) of Section 8;
- 8.6.2. The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and
- 8.6.3. Lender keeps and performs all of the terms, covenants, and conditions of this Sublease requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the leasehold estate to Lender.

8.7. Assignment Without Consent on Foreclosure. A transfer of Tenant's leasehold interest under this Sublease to any of the following shall not require the prior consent of Landlord:

- 8.7.1. A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the foreclosure sale is conducted under court order or a power of sale in the instrument creating the encumbrance, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the purchaser and the effective date of the transfer;
- 8.7.2. An assignee of the leasehold estate of Tenant under an assignment in lieu of foreclosure, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the assignee and the effective date of the assignment; or
- 8.7.3. A purchaser or assignee of the purchaser at a foreclosure sale of the Leasehold Encumbrance or of the assignee of the leasehold estate of Tenant acquired under an assignment in lieu of foreclosure, provided the purchaser or assignee delivers to Landlord its written agreement to be bound by all of the provisions of this Sublease.

- 8.8. New Sublease to Lender. Notwithstanding any other provision of this Sublease, should this Sublease terminate because of any default under or breach of this Sublease by Tenant, Landlord may enter into a new Sublease for the Premises with Lender under a Leasehold Encumbrance, as Tenant, provided all of the following conditions are satisfied:
- 8.8.1. A written request for the new Sublease is served on Landlord by Lender within 30 days after service on Lender of the notice described in Subsection (f) of Section 8 of this Sublease;
- 8.8.2. The new Sublease
- 8.8.2.1. Is for a term ending on the same date the term of this Sublease would have ended had this Sublease not been terminated;
- 8.8.2.2. Provides for the payment of rent at the same rate that would have been payable under this Sublease during the remaining term of this Sublease had this Sublease not been terminated; and
- 8.8.2.3. Contains the same terms, covenants, conditions, and provisions as are contained in this Sublease (except those that have already been fulfilled or are no longer applicable);
- 8.8.3. Lender, on execution of the new Sublease by Landlord, shall pay any and all sums that would at the time of the execution of the new Sublease be due under this Sublease but for its termination and shall otherwise fully remedy, or agree in writing to remedy, any other defaults under or breaches of this Sublease committed by Tenant that can be remedied;
- 8.8.4. Lender, on execution of the new Sublease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred in terminating this Sublease, recovering possession of the Premises from Tenant or the representative of Tenant, and preparing the new Sublease;
- 8.8.5. The new Sublease shall be subject to all existing subleases between Tenant and subtenants, provided that for any sublease, the subtenant agrees in writing to attorn to Lender (or its assignee); and
- 8.8.6. The new Sublease shall be assignable by Lender but not by any assignee of Lender without the prior written consent of Landlord.

- 8.9. No Merger of Leasehold and Fee Estates. For as long as any Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate created by this Sublease and the fee estate of Landlord in the Premises merely because both estates have been acquired or become vested in the same person or entity, unless Lender otherwise consents in writing.
- 8.10. Lender as Assignee of Sublease. No Lender under any Leasehold Encumbrance shall be liable to Landlord as an assignee of this Sublease unless and until Lender acquires all rights of Tenant under this Sublease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance.
- 8.11. Lender as Including Subsequent Security Holders. The term “Lender” as used in this Sublease shall mean not only the institutional lender that loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in the Security Instrument creating any Leasehold Encumbrance, but also all subsequent purchasers or assignees of the leasehold interest secured by the Leasehold Encumbrance.
- 8.12. Two or More Lenders. In the event two or more Lenders each exercise their rights under this Sublease and there is a conflict that renders it impossible to comply with all requests of Lenders, the Lender whose Leasehold Encumbrance would have senior priority in the event of a foreclosure shall prevail.
9. Maintenance and Repair.
- 9.1. General Maintenance and Repairs. Tenant shall be responsible to perform general maintenance and repair of the Premises, including but not limited to all common areas, landscaping, irrigation and parking facilities, and keep all portions of the Premises in a clean and orderly condition. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant, sub-tenants or its employees, agents, contractors and invitees. Upon termination of this Sublease, Tenant shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear excepted, and at its sole expense, except as otherwise specified in Section 7.5 above, shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.
- 9.2. Capital Repairs and Improvements. Tenant acknowledges and agrees that Tenant has inspected the Premises and has substantial knowledge as to the condition of the Premises. Landlord shall not be responsible for capital

repairs or improvements to the Premises. Subject to the terms herein, Tenant hereby waives its rights to compel Landlord to repair, replace, upgrade or otherwise maintain the Premises.

- 9.3. Destruction of Premises. If the Premises, or any portion thereof, are destroyed or damaged by any reason, Landlord and Tenant agree as follows: If the damage is covered by Tenant's insurance maintained per Section 12 below, Tenant shall immediately submit appropriate claims to effect repair and restoration of the Premises. If insurance proceeds are insufficient to fully effect such repair and restoration, or if the damage is not covered by Tenant's insurance, Tenant and Landlord shall work together to determine how to proceed, recognizing the special nature of the Premises.
10. Liens. Except as provided for in Section 8, Tenant shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors', subcontractors', or other liens. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord and its Housing Authority harmless from all liability for any and all liens, claims, demands, together with the costs of defense and reasonable attorneys' fees related to same. Landlord reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Landlord against liability. In addition to and not in limitation of Landlord's other rights and remedies under this Sublease, should Tenant fail, within ten (10) days of a written request from Landlord, to discharge any lien or claim related to Tenant's use of the Premises, or to indemnify, hold harmless and defend Landlord from and against any loss, damage, injury, liability or claim arising out of Tenant's use of the Premises as provided above, then Landlord, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages or settle or discharge any action or satisfy any judgment and all costs, expenses, and attorney's fees incurred in doing so shall be paid to Landlord by Tenant upon written demand, together with interest thereon at the rate of seven percent (7%) per annum (but in no event more than maximum interest rate permitted by law) from the date incurred or paid through and including the payment date.
11. Indemnity. As a material part of the consideration to Landlord, to the fullest extent allowed by law, Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord and its Housing Authority, together with Landlord's agents, employees, officers, officials, and volunteers, harmless from and against any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorney's fees) of any kind or character to any person, including wrongful death, or property (collectively, "Claims") arising from or related to: (i) Tenant's occupation and/or use of the Premises, before, during, and after the Term and/or (ii) any act or omission of Tenant, its employees, agents, contractors or invitees. Tenant shall not be liable for such

Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the sole gross negligence or intentional misconduct of Landlord or its Housing Authority. All indemnity obligations under this Section shall survive the expiration or termination of this Sublease. Landlord or its Housing Authority shall not be liable for any loss or theft or any property on the Premises.

12. Insurance.

- 12.1. Coverage. Tenant, at its sole cost and expense, shall, during the entire Term, keep in full force and effect: (i) a worker's compensation insurance policy as required by the State of California; and (ii) a policy or policies of general liability and property damage insurance, with respect to the Premises, in which the combined single limit of liability shall not be less than TWO MILLION DOLLARS (\$2,000,000). Tenant shall also maintain a standard form all-risk policy covering fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of Tenant. Said policies shall name Landlord as additional insured and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving Landlord thirty (30) days' prior written notice, except cancellation for nonpayment of premium, in which case only ten (10) days' prior written notice shall be required. Tenant's general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of Tenant under this Sublease and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Premises are located.
- 12.2. Risk of Loss. Landlord and its Housing Authority shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others that arises from or relates to : (i) any defect or alleged defect in the Premises or any service facilities, (ii) the occurrence of any accident, including but not limited to damage cause by water, wind, storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus, (iii) Tenant's acts or omissions or those of Tenant's agents, employees, invitees/customers, officers, volunteers or other occupants of the Premises, present with Tenant's permission or knowledge, (iv) any part or appurtenance of the Premises, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair
- 12.3. Waiver of Subrogation. Tenant hereby releases Landlord and its Housing Authority from liability and waives all right of recovery against Landlord or its Housing Authority for any loss in or about the Premises from perils



insured against under its fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause. However, this Section shall be inapplicable as to a particular insurance contract to the extent it would have the effect of invalidating the coverage provided by that contract, whether of Landlord or Tenant. Nothing herein shall relieve Tenant of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive subrogation in accordance with this paragraph. Tenant shall, at the request of Landlord, execute and deliver to Landlord a Waiver of Subrogation in the form and content as reasonably required by Landlord's risk manager. To the extent Tenant fails to maintain the insurance required under the terms of this Sublease, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to circumstances that would have been covered had such required insurance been maintained.

- 12.4. Certificate of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Sublease shall be delivered to Landlord upon or before the delivery of the Premises to Tenant for any purpose. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Sublease.

13. Defaults and Remedies.

- 13.1. Events of Default. Should Tenant be in default in the prompt and full performance of any obligation of the Sublease for more than ten (10) days, (unless due to the nature of such default it is not capable of being cured within ten (10) days, in which event Tenant shall be in default unless it commences to cure such obligation within such ten (10) day period and thereafter diligently prosecute such cure to completion), after written notice from Landlord specifying the particulars of the default (any such notice being required by this Section for any breach, being deemed in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, or any similar superseding statute), or should Tenant vacate or abandon the Premises, or should Tenant make any general assignment for the benefit of creditors (other than as provided in Section 8), or should substantially all of Tenant's assets located at the Premises or Tenant's interest in this Sublease be attached or judicially seized where the seizure is not discharged within thirty (30) days, then Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Sublease and, in addition to any or all other rights or remedies of Landlord by law provided, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind



to Tenant or any other person: (i) to declare the Term ended and to re-enter and take possession of the Premises and remove all persons, property and improvements therefrom, or (ii) to re-enter the Premises, without declaring this Sublease terminated and without terminating Tenant's rights to possession, and to occupy the whole or any part for and on account of Tenant, and to collect any unpaid rentals and other charges which have become payable or which may thereafter become payable, or (iii) to terminate this Sublease and all of Tenant's rights as to the Premises hereunder, even though it may have previously re-entered the Premises without terminating this Sublease. In any case in which Landlord shall re-enter and occupy the whole or any part of the Premises, by unlawful detainer proceedings or otherwise, Landlord, at its option, may repair, alter, subdivide, or change the character of the Premises from time to time in such manner as Landlord deems best, may re-let the Premises or any part thereof and receive the rents therefor, and none of such actions shall constitute a termination of this Sublease, a release of Tenant from any liability hereunder. Landlord shall not be deemed to have terminated this Sublease or liability of Tenant to pay any rent or other charges later accruing by any re-entry of the Premises as provided above, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Sublease. Notwithstanding anything to the contrary set forth above, if the default complained of, other than a default for the payment of monies, cannot be rectified or cured within the period requiring rectification or curing, as specified in the written notice relating to the default, then, as to a default susceptible to being cured, the default shall be deemed to be rectified or cured if Tenant, within the notice period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion.

13.2. Termination of Sublease. Should Landlord elect to terminate this Sublease pursuant to this Section, Landlord may recover from Tenant all damages caused as a result of Tenant's default.

14. Waiver. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Sublease, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by Landlord to require exact, full, and complete compliance with any of the covenants, conditions, terms, or agreements contained in this Sublease be construed as changing the terms of this Sublease in any manner or preventing Landlord from enforcing the full provisions hereof. No delay, failure, omission of Landlord to exercise any right, power, privilege, or option arising from any default or breach, nor any subsequent acceptance of payment then or thereafter by Landlord, shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or breach, or as relinquishment of any right. The rights, powers, options, privileges, and remedies available to

Landlord under this Sublease shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Sublease.

15. Attorneys' Fees. Should either party to this Sublease have to resort to litigation to enforce any provision of this Sublease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute.
16. Access and Inspection. Landlord and its representatives, employees, agents or independent contractors shall have access to the Premises, or any portion thereof, at all times, upon reasonable notice to Tenant, for purposes of inspection, to show the Premises to prospective purchasers, to provide necessary services, to make necessary repairs or perform other services, or to post appropriate Notices of Non-Responsibility, all without being liable for any breach of a covenant of quiet enjoyment possessed by Tenant, of eviction of Tenant, or any other damage to Tenant or its operations. In exercising these rights, Landlord shall use its best efforts to minimize disruption or inconvenience to Tenant, and shall unless in an emergency, provide reasonable advance notice of any such entry onto the Premises or inspection thereof.
17. Prohibition on Assignment and Subletting.
  - 17.1. Landlord's Consent. Except as otherwise provided in Section 8, Tenant may not assign, sublet or otherwise transfer its interest, under this Sublease without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.
  - 17.2. Approved Assignments. The following events shall not be considered a transfer of interest under Section 17.1 above: (a) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between Tenant's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Tenant; (c) the Transfer of this Sublease to Tenant's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Tenant; or (d) a collateral assignment of Tenant's interest in this Sublease to a lender as security for any indebtedness of Tenant to the lender. Tenant shall not be required to obtain Landlord's consent and Landlord shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to Landlord.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) by electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To Tenant: Lab Holding, LLC  
709 Randolph Ave.  
Costa Mesa, CA 92626  
Attn.: Shaheen Sadeghi  
Phone: (714) 966-6661

To Landlord: City of Garden Grove  
11222 Acacia Parkway  
Garden Grove, CA 92840  
Attn.: City Manager  
Phone: (714) 741-5100

19. No Principal/Agent Relationship. Nothing contained in this Sublease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Sublease be construed to authorize either to act as an agent for the other.
20. Entire Agreement, Modification. This Sublease constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter of this Sublease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written. No supplement, modifications or amendment of this Sublease shall be binding unless in writing and executed by Tenant and Landlord.
21. Applicable Law and Venue. This Sublease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of California Courts with venue in Orange County.
22. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

23. Headings and Recitals. The headings of this Sublease are for purposes of reference only and shall not limit or define the meaning of any provision.
24. Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Sublease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Sublease or any amendments hereto.
25. Memorandum of Sublease for Recording. Landlord and Tenant shall, at the request of either at any time during the term of this Sublease, execute a memorandum or "short form" of this Sublease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this Sublease shall describe the parties, set forth a description of the leased premises, specify the term of this Sublease, incorporate this Sublease by reference, and include any other provisions required by Lender(s).
26. Termination; Holdover. This Sublease shall terminate without further notice at the expiration of the Sublease Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises.
27. Incorporation of Attachments. All Attachments included herein or attached hereto are hereby incorporated into this Sublease by this reference, and constitute an integral part of this Sublease.
28. Time. Time is of the essence of every provision contained in this Sublease.
29. Severability. If any one or more of the provisions contained in this Sublease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Sublease shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
30. Right of First Refusal. Tenant is hereby granted a Right of First Refusal to purchase the Property as follows: (a) Prior to soliciting any offer for sale of the Property or any interest in the Property, or accepting any offer to purchase the Property or any beneficial ownership interests in the Property, Landlord shall notify Tenant of such interest to sell or offer and deliver to Tenant a copy thereof. Tenant may exercise the Right of First Refusal by delivering to Landlord a written notice of exercise within ninety (90) days after Tenant has received Landlord's notice of an intent to sell. The purchase price shall be the fair market value of the Property determined as follows. Landlord shall provide Tenant with a list of no fewer than three appraisers for Tenant's approval. Tenant shall select one appraiser to perform the appraisal and determine the fair market value of the Property. Tenant may reject any appraiser for a reasonable cause. If any appraiser(s) are rejected with cause, Landlord will provide alternative appraiser(s)

of an equal number. In the event Tenant fails to select an appraiser within fifteen (15) days of receiving the list of appraisers, Landlord may select an appraiser. Landlord shall pay the cost of the appraiser. Any appraiser selected pursuant to this section shall be an MAI appraiser with at least five years of experience. (b) In the event Tenant does not exercise the Right of First Refusal pursuant to subparagraphs (a) above, Landlord may sell the Property.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument of the Effective Date.

<p><b>LANDLORD</b>  <b>CITY OF GARDEN GROVE</b>, a California  Municipal Corporation</p> <p>_____</p> <p>City Manager</p> <p>Date: _____</p> <p>Attest:</p> <p>_____</p> <p>City Clerk</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p>	<p><b>TENANT</b>  <b>LAB HOLDING, LLC</b>, a California  Limited Liability Company</p> <p>By: _____</p> <p>As agent and manager</p> <p>By: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Date: _____</p>
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Exhibit "A"  
**TENANT IMPROVEMENTS**

Exhibit “B”

**SCHEDULE OF PERFORMANCE**

<b>ITEM</b>	<b>MILESTONE</b>	<b>RESPONSIBLE PARTY</b>	<b>PROPOSED COMPLIANCE DATE(S)</b>	<b>ESTIMATED TIMELINE</b>
1	Approval of Lease.	N/A	May 10, 2016	May 10 2016
2	Preliminary project design and submittal to Landlord for review.	Tenant	Sept. 2, 2016	Sept. 2 2016
3	Effective Date/Commencement of Lease Term.	Landlord and Tenant	Not later than November 21, 2016.	Nov. 21 2016
4	Prepare and submit 100% Schematic Design to Landlord for review.	Tenant	Within one 120 days following Commencement of Lease Term.	March 21 2017
5	Planning Review. Landlord to expeditiously process and review plans, associated CEQA approvals and related documents pursuant to Section 19.3 of the DDA. Tenant to conduct community outreach and public engagement.	Landlord and Tenant	Not later than May 31, 2017.	May 21 2017
6	Complete 100% Construction Documents and submit to Landlord for review and approval.	Tenant	Not later than August 31, 2017	Aug. 21 2017
7	Building Review of Construction Documents. Landlord to expeditiously process and review plans associated with permits and approvals.	Landlord	Not later than October 31, 2017.	Oct. 21 2017
8	Commence construction. Landlord shall obtain Building Permits for construction of improvements.	Tenant	No later than November 21, 2017.	May 25 2017
9	Completion of Construction. Tenant agrees to complete improvements.	Tenant	No later than November 21, 2019	May 25 2019



**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: From:  
Dept.: Dept.: City Clerk  
Subject: Ordinance No. 2866 Date:  
presented for second reading  
and adoption entitled:

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>	<b>File Name</b>
Ordinance 2866	5/3/2016	Ordinance	2866_Voting_District_Election.pdf

ORDINANCE NO. 2866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
ADDING SECTIONS 2.04.030 AND 2.04.040 TO CHAPTER 2.04 OF TITLE 2 OF THE  
GARDEN GROVE MUNICIPAL CODE IMPLEMENTING BY-DISTRICT ELECTIONS OF  
COUNCIL MEMBERS AND ESTABLISHING BOUNDARY LINES THEREFOR

**City Attorney Summary**

***This Ordinance adds Sections 2.04.030 and 2.04.040 to Chapter 2.04 of the Garden Grove Municipal Code to establish "by-district" elections of council members from six electoral districts. The Ordinance expands the City Council membership to seven, and requires that six members of the City Council be elected by the voters of each of the six districts, with the Mayor elected at-large. The Ordinance further establishes the boundary lines for each of the six districts, with four districts to be elected at the regular municipal election to be held in November 2016. One of the council members elected in November 2016 will serve a term of two years so that three districts will come up for election at the regular municipal election in November 2018.***

WHEREAS, this Ordinance is adopted pursuant to, and in accordance with, that certain judgment of the Orange County Superior Court entered on or about February 8, 2016, in the action entitled Rickk Montoya v. City of Garden Grove, California, Case No. 30-2015-00799522;

WHEREAS, the City retained Compass Demographics to direct the process of creating districts, including a community participation plan to gather public input on voting district boundaries and to facilitate the development of preliminary district map proposals; and

WHEREAS, the City established a dedicated webpage containing notices and information on the district elections mapping process with information in English, Spanish, Korean, Chinese and Vietnamese; City staff provided information to the public on the district mapping process through the City's social media accounts, press releases, posting notices in the City's regular posting locations, flyer distribution on public counters and at public meetings, listings on the City's events calendar, information in the City water bill inserts, emails to local community groups and residents, a Channel 3 news segment, a Study Session at the November 24, 2015 City Council meeting, a Public Hearing at the January 26, 2016 City Council Meeting, an update at the March 22, 2016 City Council Meeting, and two more Public Hearings on April 12, 2016 and April 26, 2016.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE  
HEREBY ORDAINS AS FOLLOWS:

**SECTION 1:** Section 2.04.030 is hereby added to Chapter 2.04 of Title 2 of the Garden Grove Municipal Code to read as follows:

### **2.04.030 Qualifications**

A. MAYOR. The person elected to serve in the office of Mayor shall be elected by the voters City-wide (at-large). A person is not eligible to hold office as Mayor unless he or she is at the time of seeking nomination or appointment to office an elector of the City. If, during his or her term of office he or she moves his or her place of residence outside of the City limits or ceases to be an elector of the City, his or her office shall immediately become vacant.

B. COUNCIL MEMBER (OTHER THAN MAYOR). Beginning with the November 2016 General Municipal Election, a person elected as a member of the City Council other than the Mayor shall be a resident of his or her respective Council District created by Section 2.04.040 (as may be subsequently reapportioned as provided by applicable law) and shall be nominated and elected only by the voters of his or her respective Council District. A person is not eligible to hold office as Council Member unless he or she is at the time of seeking nomination or appointment to office an elector of the City, residing in the District from which he or she is elected or appointed. If, during his or her term of office he or she moves his or her place of residence outside of the District boundaries or ceases to be an elector of the City, his or her office shall immediately become vacant. However, no Council Member shall be deemed to have moved outside of his or her District as a result of District boundary changes which may occur during his or her term of office, and such Council Member shall continue to serve until his or her term is complete or the office otherwise becomes vacant.

SECTION 2: Section 2.04.040 is hereby added to Chapter 2.04 of Title 2 of the Garden Grove Municipal Code to read as follows:

### **2.04.040 Council Districts**

A. BOUNDARIES. Beginning with the November 2016 General Municipal Election, the City Council shall consist of seven members with the Mayor elected at-large and six Council Members elected by-districts. Descriptions of the boundaries for each of the six Districts and their numbering are as shown on the attached Exhibit "A" along with a map entitled "City of Garden Grove District Map," a copy of which shall be on file in the City Clerk's Office.

#### **B. TRANSITION.**

1. Nothing herein shall affect the terms of office of the five members of the City Council in office at the time the ordinance codifying

this section establishing district elections takes effect, who shall continue in office until their respective terms expire and until their successors are elected and qualified. Recall proceedings, if any, of such City Council members serving the remainder of an at-large elected term and an election of a successor to such City Council member to complete that term, shall be conducted at-large in accordance with applicable law.

2. Council Members shall be elected in Council Districts 2, 3, 5, and 6 at the General Municipal Election in November 2016 and at the General Municipal Election every four years thereafter with the following exception: The council member elected in Council District 3 shall serve a term of office of two years and shall be subject to the election cycle schedule for the Districts described in paragraph 3 below.

3. Council Members shall be elected in Council Districts 1 and 4 at the General Municipal Election in November 2018 and at the General Municipal Election every four years thereafter. The Council Member elected in District 3 (whose member was elected at the November 2016 election to serve a two-year term of office) shall be elected at the General Municipal Election in November 2018 and every four years thereafter.

#### C. FUTURE REDISTRICTING.

1. Future adjustments to the boundaries of the Districts established herein shall be made in accordance with federal and state law applicable to General Law cities, including, but not limited to, the provision of California Elections Code §§ 21600 *et seq.* requiring the adjustments of the boundaries of any or all of the Districts following each decennial federal census.

2. Pursuant to Elections Code § 21606, the term of office of any Council Member who has been elected and whose term of office has not expired shall not be affected by any change in the boundaries of the District from which he or she was elected, whether or not that Council Member is a resident within the boundaries of the District as adjusted. At the first election for Council following adjustment of the boundaries of the District, a person meeting the requirements of Government Code § 34882 shall be elected to the City Council for each District under the readjusted District plan that has the same District number as a District whose incumbent's term on the City Council is due to expire.

D. ANNEXATIONS. At the time of any annexation of territory to the City, the City Council shall designate, by resolution adopted by a vote of at least a majority of the City Council, the contiguous District or Districts to which the annexed territory shall be a part and shall amend

the District boundaries if necessary in accordance with Elections Code § 21603, as it may be amended.

SECTION 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 4: The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after adoption.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the \_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
MAYOR

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

STATE OF CALIFORNIA    )  
COUNTY OF ORANGE     ) SS:  
CITY OF GARDEN GROVE)

I, KATHLEEN BAILOR, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on April 26, 2016, with a vote as follows:

AYES:     COUNCIL MEMBERS:   (5) BEARD, BUI, JONES, PHAN, NGUYEN  
NOES:     COUNCIL MEMBERS:   (0) NONE  
ABSENT:   COUNCIL MEMBERS:   (0) NONE

## **EXHIBIT A**

### **CITY OF GARDEN GROVE DISTRICT MAP**

The City of Garden Grove District Map is attached, and a copy shall be on file in the City Clerk's office. Descriptions of the boundaries of each District and their numbering are as follows.

#### First District.

The region bounded and described as follows: Beginning at the Northwest Corner of the City of Garden Grove and proceeding easterly along the City Boundary to Lampson Ave, and proceeding easterly along Lampson Ave to Magnolia St, and proceeding southerly along Magnolia St to Garden Grove Blvd, and proceeding westerly along Garden Grove Blvd to Yockey St, and proceeding southerly along Yockey St to Trask Ave, and proceeding westerly along Trask Ave to the City Boundary, and proceeding westerly along the City Boundary to the point of beginning.

#### Second District.

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and 9th St, and proceeding southerly along 9th St to Lampson Ave, and proceeding westerly along Lampson Ave to Euclid St, and proceeding northerly along Euclid St to W Chapman Ave, and proceeding westerly along W Chapman Ave to Magnolia St, and proceeding southerly along Magnolia St to Lampson Ave, and proceeding westerly along Lampson Ave to the City Boundary, and proceeding northerly along the City Boundary to the point of beginning.

#### Third District.

The region bounded and described as follows: Beginning at the point of intersection of Morrie Ln and W Chapman Ave, and proceeding southerly along Morrie Ln to Lampson Ave, and proceeding westerly along Lampson Ave to Brookhurst St, and proceeding southerly along Brookhurst St to the City Boundary, and proceeding westerly along the City Boundary to Trask Ave, and proceeding easterly along Trask Ave to Yockey St, and proceeding northerly along Yockey St to Garden Grove Blvd, and proceeding easterly along Garden Grove Blvd to Magnolia St, and proceeding northerly along Magnolia St to W Chapman Ave, and proceeding easterly along W Chapman Ave to the point of beginning.

#### Fourth District.

The region bounded and described as follows: Beginning at the point of intersection of Euclid St and W Chapman Ave, and proceeding southerly along Euclid St to the City Boundary, and proceeding southerly along the City Boundary to Brookhurst St, and proceeding northerly along Brookhurst St to Lampson Ave, and proceeding

easterly along Lampson Ave to Morrie Ln, and proceeding northerly along Morrie Ln to W Chapman Ave, and proceeding easterly along W Chapman Ave to the point of beginning.

Fifth District.

The region bounded and described as follows: Beginning at the point of intersection of the City Boundary and 9th St, and proceeding easterly along the City Boundary to Haster St, and proceeding southerly along Haster St to Garden Grove Blvd, and proceeding westerly along Garden Grove Blvd to Newhope St, and proceeding southerly along Newhope St to Woodbury Rd, and proceeding westerly along Woodbury Rd to Libby Ln, and proceeding southerly along Libby Ln to Anabel Ave, and proceeding westerly along Anabel Ave to Shirley St, and proceeding southerly along Shirley St to San Juan Pl, and proceeding westerly along San Juan Pl to Anita Pl, and proceeding southerly along Anita Pl to the City Boundary, and proceeding westerly along City Boundary to Euclid St, and proceeding northerly along Euclid St to Lampson Ave, and proceeding easterly along Lampson Ave to 9th St, and proceeding northerly along 9th St to the point of beginning.

Sixth District.

The region bounded and described as follows: Beginning at the point of intersection of City Boundary and Haster St, and proceeding southerly along City Boundary to Anita Pl, and proceeding northerly along Anita Pl to San Juan Pl, and proceeding easterly along San Juan Pl to Shirley St, and proceeding northerly along Shirley St to Anabel Ave, and proceeding easterly along Anabel Ave to Libby Ln, and proceeding northerly along Libby Ln to Woodbury Rd, and proceeding easterly along Woodbury Rd to Newhope St, and proceeding northerly along Newhope St to Garden Grove Blvd, and proceeding easterly along Garden Grove Blvd to Haster St, and proceeding northerly along Haster St to the point of beginning.

