



AGENDA

Garden Grove City
Council

Tuesday, March 24, 2020

6:30 PM

Community Meeting
Center 11300 Stanford
Avenue Garden Grove
California 92840

Steven R. Jones

Mayor

John R. O'Neill

Mayor Pro Tem - District 2

George S. Brietigam

Council Member - District 1

Diedre Thu-Ha Nguyen

Council Member - District 3

Patrick Phat Bui

Council Member - District 4

Stephanie Klopfenstein

Council Member - District 5

Kim B. Nguyen

Council Member - District 6

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

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

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

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

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

Time Limitation: When any group of persons wishes to address the City Council on the same subject matter, the Mayor may request a spokesperson be chosen to represent the group, so as to

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

PLEASE SILENCE YOUR CELL PHONES DURING THE MEETING.

AGENDA

ROLL CALL: COUNCIL MEMBER BRIETIGAM, COUNCIL MEMBER D. NGUYEN, COUNCIL MEMBER BUI, COUNCIL MEMBER KLOPFENSTEIN, COUNCIL MEMBER K. NGUYEN, MAYOR PRO TEM O'NEILL, MAYOR JONES

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

1. PRESENTATIONS

1.a. Coronavirus Emergency Operation Command Update as presented by City Manager Scott Stiles.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

3.a. Adoption of a Proclamation recognizing March 29 as National Vietnam War Veterans Day. *(Action Item)*

3.b. Adoption of a Proclamation recognizing April 2020 as Black April Memorial Month. *(Action Item)*

3.c. Adoption of a Proclamation recognizing April 2020 as Arab American Heritage Month in Garden Grove. *(Action Item)*

3.d. Adoption of a Proclamation declaring April 2020 as Sexual Assault Awareness Month. *(Action Item)*

3.e. Adoption of a Resolution designating authorized positions to sign documents for federal financial assistance and reimbursement and approve an agreement with the County of Orange for the Emergency Management Performance grant. *(Action Item)*

3.f. Approval of a Facility Use Agreement with Orion Sports for the operation of the Outdoor Hockey Rink at Chapman Sports

Complex. (*Action Item*)

- 3.g. Approval of an Agreement with the County of Orange for Families and Communities Together (FaCT) Grant Program Funding for the Magnolia Park Family Resource Center. (*Action Item*)
- 3.h. Receive and file minutes from the meeting held on March 10, 2020. (*Action Item*)
- 3.i. Receive and file warrants. (*Action Item*)
- 3.j. Approval to waive full reading of Ordinances listed. (*Action Item*)

4. ITEMS FOR CONSIDERATION

4.a. Adoption of a Resolution ratifying the City Manager/Director of Emergency Services' Proclamation declaring the existence of a local emergency. (*Action Item*)

4.b. Introduction and first reading of an Ordinance adding expedited review of electric vehicle charging system

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 18.57 TO TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING SYSTEMS. (*Action Item*)

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

6. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, April 14, 2020, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: From:
Dept.: Dept.:
Subject: Coronavirus Emergency Date:
Operation Command Update
as presented by City
Manager Scott Stiles.

Attached are City Manager Stiles' remarks from the March 24, 2020, City Council meeting.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Comments	3/27/2020	Backup Material	City_CouncilCOVID-19_Timeline24Mar20.pdf

City Council COVID-19 Update

3/24/20

On Wednesday, February 26, 2020, Orange County proclaimed a local emergency in response to the COVID-19 pandemic. In accordance with the State and County's response to the COVID-19 pandemic, the City of Garden Grove has undertaken immediate health and safety measures aimed at reducing the spread and risks associated with the virus. The City has been closely monitoring State and County directives and guidelines to protect public health and slow the spread of COVID-19 in Garden Grove.

As of this afternoon, the Orange County Health Care Agency is reporting 152 positive cases of COVID-19 in the County, with one total death reported (OC resident, 70-year old male, underlying health conditions). Their website, is: ochealthinfo.com, where all of the latest news, FAQs, Infographics, and Guidance can be found regarding the COVID-19 pandemic.

From the city of Garden Grove's standpoint, it should be emphasized that the city is open, functioning, and delivering critical services, albeit under restricted conditions.

--GGPD , OCFA, and Paramedics/EMTs are fully staffed for first response

--Public Works is on-the-job and maintaining important infrastructure throughout the community

--Community Services continues to provide meals to Seniors and children

--The City also has a robust website: ggcity.org that this constantly being updated to help provide COVID-19 information to the community.

With this goal in mind, I want to share some chronological information on the activities that the City of Garden Grove has undertaken since the Orange County local emergency proclamation was issued:

March 16, 2020

- Activated EOC at 8:30am in response to Countywide EOC activation
 - o In effect Monday through Friday, 7:30AM to 5:30PM
 - o Police Chief Tom DaRe designated as EOC Director
 - o City Manager Scott Stiles designated as Deputy EOC Director
 - o GGPD is on heightened alert to public safety issues

- Established a modified City Hall lobby and public counter to implement social distancing

- Closed the Public Works Municipal Service Center, on 13802 Newhope, to the public, and shifted service and business to online, by telephone, email or mail

- Modified the Housing Authority office, shifting service and business to online, by telephone, email or mail

- Established emergency childcare services for City Staff at Garden Grove Community Meeting Center
- Closed the following City facilities to the public:
 - o H. Louis Lake Senior Center
 - City will continue to provide seniors with take-home meals on a first-come, first served basis
 - City will continue to run its Meals on Wheels program
 - o Atlantis Play Center
 - o Garden Grove Sports and Recreation Center
 - o Garden Grove Community Meeting Center
 - o Garden Grove Courtyard Center
 - o Buena Clinton Youth and Family Center
 - Kids lunch program continuing with Second Harvest
 - o Magnolia Park Family Resource Center
 - o OCFA Fire Stations
 - Residents will continue to have access to sandbags @ stations 82, 83, and 84
 - o Additional facilities closed: Gem Theatre and the Amphitheater
- Cancelled the following classes and programs:
 - o Tiny Tots
- Cancelled/postponed the following City-sponsored events:
 - o March 21 – Compost Giveaway
 - o April 11 – Eggscavation
 - o April 18 – Magnolia Park FRC 20th Anniversary
 - o May 21 – Call to Duty Police Memorial
 - o May 26 – Garden Grove College Graduates’ Reception
 - o May 22-25 – Strawberry Stomp and Strawberry Festival, also cancelled by SF Board
- Local emergency declared by City Manager on March 16, 2020 to take effect at 12:01am on March 17, 2020

March 17, 2020

- A Social distancing directive was issued by the Orange County Local Health Officer strongly recommending residents to avoid all public and private gatherings until 11:59PM on March 31, 2020.
- At that time, the City temporarily suspended street sweeping citations and water utility shut-offs

March 18, 2020

- The City Hall public counter was closed to the public for walk-in service, in response to the directive from the Local Health Officer, shifting service and business online, by telephone, email or mail
- Again, the community can visit the ggcity.org coronavirus link to access all the information and telephone numbers necessary to conduct business
- We directed staff to conduct all meetings remotely via conference call
- Directed Department Directors to begin drafting telecommuting plans in order to reduce the number of staff reporting to City Hall

March 19, 2020

- Statewide “shelter in place” executive order issued by the California Governor Newsom
- Prepared and approved temporary telecommuting guidelines to further reduce staffing at City Hall
- Issued a temporary suspension on the hours of operation and deliveries to businesses and establishments engaged in essential activities (e.g., this gives resuppliers/truckers/delivery vehicles, more flexibility to get goods delivered to our grocers, large retailers, and to other essential businesses)
- Established a link on the City’s webpage promoting local restaurants that are open for “carry-out” orders
- Partnering with Anaheim, Laguna Beach, Buena Park, Anaheim Chamber of Commerce, Visit Anaheim, and other cities to address tourism and entertainment recovery

March 20, 2020

- Closed park amenities including playground equipment, outdoor fitness equipment, basketball and tennis courts, and restrooms
- The community is encouraged to enjoy greenspace recreation, while maintaining social distancing

March 21, 2020

- Drafted and established COVID-19 employee exposure procedures

- Increased further activation of telecommuting options; to date, more than 100 city employees are now working in telecommuting assignments

March 23, 2020

- Temporarily closed Willowick Golf Course for turf maintenance with the potential to reopen at a later date depending on social distancing practices
- Clarified questions as to whether Martial Law is in effect in Garden Grove. The answer is NO, GGPD will be “educating” the community about the “stay-at-home” order, rather than “enforcing” whenever possible
- We are continuing to emphasize that panic buying/stockpiling is not necessary. The food supply chain is strong
- Starting to see reductions in shopping lines (that helps our officers and frees them up for police visibility)
- We are actively awaiting guidance on the federal and State small business assistance recovery plans that will be offered, so we can get information shared throughout our community
 - o \$75k in our CDBG-SBA loan program
 - o \$100k in the next fiscal year budget
 - o GG Relief and Resiliency Program on April 1
- Finally, we have built informational links on our website, from the State of California, and other sources that will offer guidance on applications for unemployment, disability benefits, and paid family leave

In short, the City continues taking aggressive and proactive steps to address the COVID-19 pandemic. The health and safety of our Garden Grove community is our top priority.

PROCLAMATION

HONORING VIETNAM WAR VETERANS' DAY 2020

WHEREAS, March 29, 1973 marked the end of the United States' involvement in the Vietnam conflict, after more than a decade of combat; and

WHEREAS, those who served, those who gave their lives, those who were disabled, and those who are still missing in Southeast Asia, deserve the profound gratitude of their countrymen; and

WHEREAS, we remember the more than 58,000 whose names are memorialized on a black granite wall in our Nation's capital for having borne the heaviest cost of war; and

WHEREAS, today we honor the more than nine million heroes who served during this difficult chapter in our Country's history; we pay tribute to those we have laid to rest; and we reaffirm our dedication to showing a generation of Vietnam Veterans the respect and support of a grateful Nation; and

WHEREAS, the Vietnam War Veterans Recognition Act was passed unanimously by both chambers of Congress and signed into law by the President in 2017 to proclaim National Vietnam War Veterans Day on March 29 of each year, and that it should be an important occasion on which the flag should be raised; and

WHEREAS, the Garden Grove City Council wishes to join with others in our Nation to recognize a National Vietnam War Veterans Day in Garden Grove; and

WHEREAS, the City of Garden Grove urges all people in our County to participate in the events of this day as one means of honoring those men and women who served their Country faithfully and courageously during the Vietnam conflict.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council this 24th day of March, 2020, that March 29 be, and is hereby, officially recognized as National Vietnam War Veterans Day in the City of Garden Grove.

March 24, 2020

Steven R. Jones, *Mayor*

George S. Brietigam
Council Member–District 1

John O’Neill
Mayor Pro Tem–District 2

Thu-Ha Nguyen
Council Member–District 3

Patrick Phat Bui
Council Member–District 4

Stephanie Klopfenstein
Council Member–District 5

Kim B. Nguyen
Council Member–District 6

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2020

AS BLACK APRIL MEMORIAL MONTH

- WHEREAS, April 30, 2020, marks the 45th anniversary of the fall of Saigon on April 30, 1975, to communism; and
- WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and
- WHEREAS, Fifty-eight thousand one hundred sixty-nine Americans were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War. One out of every ten Americans who served in Vietnam became a casualty of war; and
- WHEREAS, The Vietnam War resulted in the deaths of 250,000 South Vietnamese soldiers and two million Vietnamese civilians; and
- WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and
- WHEREAS, Hundreds of thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1990s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and
- WHEREAS, According to the United States Census for 2010, more than 465,000 Vietnamese live in California, with the largest concentration of Vietnamese found outside of Vietnam residing in Orange County and Santa Clara County; and
- WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and
- WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and

WHEREAS, We, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. We should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2020, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and internet freedom;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the month of April 2020 shall be proclaimed as Black April Memorial Month, a special time for citizens to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam.

March 24, 2020

Steven R. Jones, *Mayor*

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John O’Neill
Mayor Pro Tem–District 2

Thu-Ha Nguyen
Council Member–District 3

Patrick Phat Bui
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Stephanie Klopfenstein
Council Member–District 5

Kim B. Nguyen
Council Member–District 6

PROCLAMATION

PROCLAIMING THE MONTH OF APRIL 2020
AS ARAB AMERICAN HERITAGE MONTH

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society, including art, medicine, law, business, technology, government, architecture, literature, and culture; and

WHEREAS, since migrating to the United States, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, Arab Americans have also enriched our society by embracing the American spirit of opportunity that makes our nation free and prosperous; and

WHEREAS, issues currently affecting Arab Americans, such as civil rights abuses, harmful stereotyping, harassment, and bullying, can be combatted by education and awareness; and

WHEREAS, Arab Americans join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the immense contributions and heritage of Arab Americans have helped us build a better nation.

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City celebrates the countless contributions that Arab Americans have made to American society and the City of Garden Grove, therefore hereby proclaims the month of April 2020 to be Arab American Heritage Month in Garden Grove.

March 24, 2020

Steven R. Jones, *Mayor*

George S. Brietigam
Council Member–District 1

John O’Neill
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Kim B. Nguyen
Council Member–District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Ana Pulido
Dept.: City Manager Dept.: City Manager
Subject: Adoption of a Proclamation declaring April 2020 as Sexual Assault Awareness Month. (*Action Item*) Date: 3/24/2020

Attached is a Proclamation recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	3/12/2020	Proclamation	3-24-20_Sexual_Assault_Awareness_Month.pdf

Proclamation

APRIL 2020 SEXUAL ASSAULT AWARENESS MONTH

- WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts millions of adults, teenagers, and children; and
- WHEREAS, the goal of Sexual Assault Awareness Month is to raise public awareness about sexual violence and educate communities on how to prevent it; and
- WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show one in five women and one in 71 men will be raped at some point in their lives; and
- WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before age 18; and
- WHEREAS, on campus, one in five women and one in 16 men are sexually assaulted during their time in college; and
- WHEREAS, sexual assault affects individuals across all ages, abilities, sexual orientations, gender identities, and of all racial, social, religious, ethnic, and economic backgrounds; and
- WHEREAS, the theme of this year’s Sexual Assault Awareness Month campaign is “I Ask for Consent.” The campaign champions the power of asking for consent — whether it be asking to hold someone’s hand, for permission to share personal information with others, or if a partner is interested in sex. Consent is a clear, concrete example of what it takes to end sexual harassment, abuse, and assault. The goal of the campaign is to empower everyone to put consent into practice by which individuals will demonstrate that asking for consent is a healthy, normal, and necessary part of everyday interactions;

NOW, THEREFORE, BE IT PROCLAIMED, by the Garden Grove City Council that the City of Garden Grove recognizes April 2020 as Sexual Assault Awareness Month and hopes that each day of the month and year is an opportunity to create change for the future.

March 24, 2020

Steven R. Jones, *Mayor*

George S. Brietigam
Council Member–District 1

John O’Neill
Council Member–District 2

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Council Member–District 4

Stephanie Klopfenstein
Mayor Pro Tem–District 5

Kim B. Nguyen
Council Member–District 6

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police Chief
Subject:	Adoption of a Resolution designating authorized positions to sign documents for federal financial assistance and reimbursement and approve an agreement with the County of Orange for the Emergency Management Performance grant. <i>(Action Item)</i>	Date:	2/24/2020

OBJECTIVE

To have the City Council adopt the attached Resolution designating Authorized Agents to sign documents for and on behalf of the City of Garden Grove for federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

BACKGROUND

The Police Department receives reimbursement funds from Department of Homeland Security subawarded through the State of California Office of Emergency Services for a comprehensive all hazards emergency preparedness program.

On March 22, 2011, the City Council adopted a universal and open Resolution 9036-11 designating the Fire Chief, Emergency Services Coordinator, and Finance Director as Authorized Agents for and on behalf of the City of Garden Grove.

DISCUSSION

The State of California Office of Emergency Services (CalOES) requires that a resolution be adopted every three years at the maximum. With the City's Fire Department under contract with the Orange County Fire Authority, and the three year maximum for a resolution, it is necessary to submit a current resolution approving the designation of Authorized Agents. The attached Resolution provides for the revised three named positions that will be authorized to sign for the City in matters that pertain to executing documents for reimbursements from emergency declarations and preparedness programs.

FINANCIAL IMPACT

The City will incur no financial impact as a result of the action being requested.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the attached Resolution designating Authorized Agents of the City for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California to receive federal Department of Homeland Security financial assistance and reimbursements;
- Approve the agreement with the County of Orange for the 2019-2021 Emergency Management Performance Grant program; and
- Authorize the City Manager to sign the agreement on behalf of the City.

By: Linda Morin, Emergency Management Coordinator

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/12/2020	Resolution	3-24-20_Governing_Body_Resolution.pdf
Agreement	3/19/2020	Agreement	DOC-20200319-16_06_15.pdf

Governing Body Resolution

BE IT RESOLVED BY THE CITY COUNCIL

(Governing Body)
OF THE CITY OF GARDEN GROVE THAT

(Name of Applicant)
POLICE CHIEF, OR

(Name or Title of Authorized Agent)
EMERGENCY SERVICES COORDINATOR, OR

(Name or Title of Authorized Agent)
FINANCE DIRECTOR,

(Name or Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the named Applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subgranted through the State of California for the following Grant Award:

EMPG Grant 7/1/2019 - 6/30/2021

(List Grant Year and Program)

Passed and approved this 24TH day of MARCH, 20 20

Certification

I, TERESA POMEROY, duly appointed and

(Name)

CITY CLERK Of the CITY OF GARDEN GROVE

(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by the
24TH day of MARCH, 20 20

CITY CLERK

(Official Position)

(Signature) (Date)

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**AGREEMENT TO TRANSFER FUNDS
FOR 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

THIS AGREEMENT is entered into this 25 day of February 2020, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and City of Garden Grove a municipal corporation, hereinafter referred to as "SUBRECIPIENT."

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and accepted the Emergency Management Performance Grant (hereinafter referred to as "the grant") from the California Office of Emergency Services ("CalOES").

WHEREAS, the purpose of the grant is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation, response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FEMA Preparedness Grants Manual), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in Attachment B (FY2019 EMPG Financial Management Forms Workbook), which is attached hereto and incorporated herein by reference.

2. Throughout their useful life, grant property and equipment shall be used by SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant

1 property and equipment as are necessary, in order to keep said grant property and equipment
2 continually in good working order.

3 4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it
4 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
5 grant funds.

6 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and
7 information in accordance with requirements set out in the Attachment C (FY2019 Emergency
8 Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants
9 Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

10 6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
11 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard
12 Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY
13 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
14 this Agreement or Attachments A, B, C, or D hereto.

15 7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the
16 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
17 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
18 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
19 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,
20 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or
21 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the
22 performance of this Agreement, including Attachments A, B, C, and D hereto.

23 8. No alteration or variation of the terms of this Agreement shall be valid unless made in
24 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
25 agreement not incorporated herein shall be binding on any of the parties hereto.

26 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express
27 written consent of COUNTY.

1 10. SUBRECIPIENT shall provide to COUNTY all records and information requested by
2 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
3 required to provide to the agency from which COUNTY received grant funds or other persons or
4 agencies.

5 11. For a period of three years after the final Federal Financial Report hereunder or until all
6 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve
7 and maintain all documents, papers and records relevant to the work performed or property or equipment
8 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the
9 same time period, SUBRECIPIENT shall make said documents, papers and records available to
10 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized
11 representative(s), for examination, copying, or mechanical reproduction on or off the premises of
12 SUBRECIPIENT, upon request, during usual working hours.

13 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State
14 Auditor General with respect to this Agreement for a period of three years after the final Federal
15 Financial Report hereunder.

16 13. COUNTY may terminate this Agreement and be relieved of the payment of any
17 consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants
18 contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the
19 time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
20 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

21 14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in
22 the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be
23 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
24 COUNTY received grant funds.

25 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

- 26 a. Failure to follow grant guidance, including those detailed below, will result in
27 ineligibility for any reimbursement under the FY19 EMPG:

- b. A SUBRECIPIENT representative must attend half of the Orange County Emergency Managers Organization meetings held from July 1, 2019 through June 30, 2020;
- c. SUBRECIPIENT must maintain National Incident Management System (NIMS) compliance;
- d. For any personnel whose salary is charged to the grant, that specific individual must meet the training and exercise requirements set forth in the grant guidance;
- e. Only those expenditures specifically detailed in the Financial Management Forms Workbook are approved for funding; any changes must be pre-approved by the California Office of Emergency Services;
- f. SUBRECIPIENT reimbursement requests received after June 30, 2019 will not be accepted.

IN WITNESS WHEREOF, the parties have executed this Agreement in the County of Orange, State of California.

DATED: _____, 20__

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

By _____
 Sheriff-Coroner
 "COUNTY"

APPROVED AS TO FORM
 COUNTY COUNSEL

By Wendy J. Phillips
 Wendy J. Phillips, Senior Deputy

DATED: _____, 20__

SUBRECIPIENT _____

By _____

ATTEST:

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City Clerk
DATED:

- Programming for both children and adults;
- Offering high quality sports programming that is in high demand in our community.

Three (3) qualified proposals were received and reviewed by the Committee:

1. Esparza Soccer Academic, Inc.,
2. Futsal Picante, and
3. Orion Sports.

The Committee selected Orion Sports as the responsive proposer to operate the hockey rink at Chapman Sports Complex.

FINANCIAL IMPACT

The proposed Facility Use Agreement will have no impact to the City’s General Fund. The facility operator, Orion Sports, will be responsible for monthly lease payments in the amount of \$600 to operate the hockey rink at Chapman Sports Complex.

RECOMMENDATION

It is recommended that the City Council:

- Approve a three (3) year Facility Use Agreement with Orion Sports for the operation and management of the hockey rink at Chapman Sports Complex; and
- Authorize the City Manager, or his designee, to sign and execute the Facility Use Agreement on behalf of the City; including making minor modifications as appropriate and necessary.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	3/17/2020	Agreement	DOC-20200317-16_56_47.pdf

SITE LICENSE AND USE AGREEMENT

This SITE LICENSE AND USE AGREEMENT ("Agreement") is made this ___day of March, 2020, by and between the City of Garden Grove (hereinafter "CITY"), and Orion Sports, LLC (hereinafter "LICENSEE").

RECITALS

The following recitals are a substantive part of this Agreement:

1. CHAPMAN SPORTS COMPLEX is designated as a park facility for active and passive recreational activities, located at 11700 Chapman Avenue, Garden Grove, California, which open space areas are available to the CITY pursuant to a use agreement with the Garden Grove Unified School District ("DISTRICT") and through which the CITY maintains community recreational usage.
2. CITY desires to receive assistance from LICENSEE in establishing street hockey activities at an existing outdoor hockey rink facility and associated improvements (hereinafter the "Facility") at Chapman Sports Complex Park. The Facility is depicted in Attachment "A."
3. Subject to the terms contained herein, LICENSEE desires, and the CITY grants the exclusive right to operate an outdoor hockey rink facility and maintain the street hockey rink involving an oval structure approximately 150' x 75' consisting of four-foot-high wooden walls, with additional fence extensions on both ends to an approximate total height of 10 feet. LICENSEE is organized and operated for the purpose of sponsoring and conducting youth and adult street hockey activities and other recreational activities.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. TERM OF AGREEMENT. The term of this Agreement shall be for a period of three (3) years effective on the date of execution of this license, and shall terminate on April 1, 2023, unless sooner terminated as provided herein. The CITY may, at its sole option and sole discretion, renew this Agreement for additional periods of time each upon the same terms and conditions herein if LICENSEE, six calendar months before the expiration date of this Agreement, files with the Community Services Director a written request for the renewal and the City Council approves the renewal. It is the intent of the CITY and LICENSEE to make the Facility both a public service and commercial success. Approval of renewal of this Agreement shall be based on performance of LICENSEE in providing the desired public service.
2. ORION SPORTS. LICENSEE, represented by and through Kevin Bever, desires to and shall provide recreational opportunities at the Facility, for use by LICENSEE and other members of the public; and maintain the Facility, equipment and improvements for the duration of this Agreement, all without obligation or compensation by CITY.
3. CONDITION AND OPERATION OF FACILITY.
 1. LICENSEE accepts the Facility in its present condition, "as is", upon execution of this Agreement. CITY makes no warranty of the suitability of the Facility for LICENSEE's operations or other use of the Facility by LICENSEE and expressly disclaims any warranty or representation with regard to the

condition, safety, security or suitability for LICENSEE's intended use of the Facility.

2. LICENSEE shall manage, operate and maintain the Facility at Chapman Sports Complex for hockey-related activities; provide league and tournament play for both youth and adults as agreed upon by LICENSEE and CITY; maintain the Facility in a clean and safe condition for the operation of hockey activities; ensure that the Facility is adequately staffed, including officials and a site manager present at all times that the Facility is open; and provide those activities and other responsibilities as outlined in their proposal, Attachment "B", to CITY on November 15, 2019.
3. LICENSEE will fully and promptly pay for all materials joined or affixed to the Facility with prior written approval of CITY and fully and promptly pay all persons who perform labor upon the Facility. LICENSEE shall not allow or permit to be filed or enforced against the Facility, or any part thereof, any mechanics, materialmen's, contractors', or subcontractors' liens or stop notices arising from, or any claim for damage growing out of, any testing, investigation, maintenance or construction work, or out of any other claim or demand of any kind. LICENSEE shall pay or cause to be paid all such liens, claims or demands, including sums due with respect to stop notices, together with attorney's fees incurred by the CITY, within ten (10) business days after notice thereof and shall indemnify, hold harmless and defend the CITY from all obligations and claims made against CITY for the above described work, including attorney's fees. LICENSEE shall furnish evidence of payment upon request of the CITY. LICENSEE may contest any lien, claim or demand by furnishing a statutory lien bond or equivalent with respect to stop notices to the CITY in compliance with applicable California law. If LICENSEE does not discharge any mechanic's license or stop notice for works performed by LICENSEE, the CITY shall have the right to discharge same (including by paying the claimant), and the LICENSEE shall reimburse the CITY for the cost of such discharge within ten (10) business days after billing. The provisions of this subsection shall survive the termination of this Agreement.
4. UTILITIES. LICENSEE shall pay all utility costs associated with gas, water, electrical, and telephone/telecommunications service necessary for the operation of the Facility.
5. SIGNS AND ADVERTISEMENTS. CITY is not required to provide any signs, except as required by the ADA. LICENSEE may display appropriate signage for marketing purposes. No lewd, obscene, libelous or hate-promoting signage shall be allowed in the Facility.
6. SCHEDULE OF OPERATIONS. The hours shall be 7:00 a.m. through 10:00 p.m. All activities shall cease by 10:00 p.m. and all persons shall vacate the grounds by 10:30 p.m.

Before commencing operation each calendar year under the terms of this License or any renewal thereof, LICENSEE shall submit a written schedule of operation including days and hours to CITY for approval. Schedules may be adjusted, but the permitted hours of operation shall remain as a maximum at 8:00 a.m. through 11:00 p.m.

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

4. SPECIAL EVENTS AND ACTIVITIES CONDUCTED BY OUTSIDE ORGANIZATIONS. LICENSEE shall not issue any court rental or reservation for any tournament, exhibition, clinic, league, or ladder to be conducted by any organization or individual, unless such activity or event has been approved in advance, in writing, by CITY.
5. CONDUCT. LICENSEE shall at all times conduct the operations permitted herein in a quiet and orderly manner to the satisfaction of CITY. LICENSEE shall permit no intoxicated person, profane or indecent language, or boisterous or loud conduct in or about the Facility and shall call upon the aid of peace officers in maintaining peaceful condition. If an ongoing condition develops which requires repeated assistance and/or intervention by the Garden Grove Police Department, CITY shall have the right to require LICENSEE to obtain private, licensed, uniformed security personnel as approved by the Garden Grove Chief of Police to remedy the situation, or, if the condition persists, LICENSEE agrees to reimburse CITY for Police services required as a result of activities conducted at the Facility.
6. MAINTENANCE. LICENSEE shall be responsible for the cleanliness, maintenance and upkeep of all structures, machinery, equipment, and fixtures provided by CITY or installed by LICENSEE. Such structures, machinery, equipment and fixtures shall be maintained in a first-class condition and work order. Evaluation of this maintenance standard shall be at the sole discretion of CITY.
 - 6.1 LICENSEE shall maintain the area up to fifteen (15) feet surrounding the Facility, including the area around and underneath the bleachers, in a clean and sanitary condition satisfactory to the CITY at all times. These areas are to be maintained free of trash, debris, litter, and spills. All graffiti is to be removed immediately and covered as close as possible to the existing color.
7. EQUIPMENT. LICENSEE shall provide all maintenance on all equipment used in the operations permitted herein whether owned by CITY or LICENSEE.
8. NO ALTERATIONS. Except for LICENSEE's maintenance responsibilities under Paragraph 9, no alterations, or changes, shall be made by LICENSEE to the structures or improvements at the Facility without prior written approval by CITY. Such changes shall be at the sole cost and expense of LICENSEE unless otherwise agreed upon in writing by CITY.
9. STRUCTURE MAINTENANCE. LICENSEE will be responsible for maintaining all areas within the enclosed boundary of the Facility and the area within fifty (50) feet surrounding it. CITY shall maintain, at its expense, all improvements outside the enclosed boundary.
 - 9.1 Anything constructed, planted, or otherwise created by LICENSEE shall be the responsibility of LICENSEE to maintain and replace as needed, including acts of vandalism and that involving acts of vandalism. LICENSEE will diligently take any such corrective action.
 - 9.2 With respect to damage to property, CITY and LICENSEE hereby waive all rights of subrogation, one against the other, but only to the extent that collectible commercial insurance is available for said damage.

9.3 LICENSEE shall provide adequate insurance and indemnification to cover the use of the Facility by LICENSEE in accordance with the terms provided hereinafter in paragraph 18.

10. PAYMENTS BY LICENSEE.

10.1 LICENSEE shall pay the six hundred dollars (\$600.00) per month for the privilege to use the Facility as described herein ("LICENSE FEE"). The LICENSE FEE is due on or before the 10th day of each calendar month. In the event this Agreement is renewed, LICENSEE and CITY may agree in writing, signed by both parties, to a new LICENSE FEE for the renewal term.

10.2 In lieu of monthly payments, LICENSEE shall complete improvements to the rink. LICENSEE shall receive credit for the cost of such improvements, subject to the reasonable determination of value for such improvements by the Community Development Director. Monthly payments shall commence once LICENSEE has recuperated full credit for the improvements. The Community Services Director may further suspend LICENSE FEE payments for such time as the rink is being improved. All work shall be completed in a timely manner. The Community Services Director reserves the right to determine a reasonable time frame for such improvements.

10.3 LICENSEE shall, within thirty (30) days following the expiration or sooner termination of this LICENSE, pay to CITY any and all sums due.

10.4 In the event LICENSEE fails to submit a monthly payment by the due date, LICENSEE shall pay to CITY a late charge of fifty dollars (\$50.00). If a due date falls on a non-workday, the late charge will not apply until the next workday. If the LICENSEE offers unusual or extenuating circumstances for not making said payment when due, the Community Services Director at his/her discretion may waive the late charge. If LICENSEE pays with a check returned for insufficient funds, LICENSEE shall also pay a service charge in the sum of fifty dollars (\$50.00) in addition to applicable late charges, and LICENSEE shall thereafter make all payments in cash, cashier's check, or by money order.

10.5 In the event LICENSEE shall refuse to pay the license fee or any part thereof due hereunder after the same shall become due, or otherwise default in the performance of any other term herein, the Community Services Director may declare LICENSEE to be in default of this Agreement and CITY may thereafter suspend or terminate this Agreement pursuant to Paragraph 9, below, following written notice authorized by CITY. In the event of suspension or termination of this Agreement due to LICENSEE's default, CITY may either immediately take possession of the operations heretofore conducted by LICENSEE or require LICENSEE to remove any or all improvements not previously approved by the CITY, in addition to any other rights or remedies of CITY.

The acceptance of all or part of a monthly licensee fee payment to CITY for any period after default shall not be deemed a waiver of any right suspend or terminate this Agreement on account of such default. Any waiver by the CITY of a default shall not be construed as or constitute a waiver of any subsequent default of the same or any term, covenant and condition herein.

11. PROPERTY OF CITY. During the term of this Agreement or any extension, all permanent facilities utilized pursuant to this Agreement shall remain the property of the CITY. In the event this Agreement is terminated or allowed to expire, CITY shall have the right to retain all permanent facilities installed by LICENSEE.
12. CITY USE. Nothing herein shall restrict the right of the CITY to add additional recreational development and equipment to Chapman Sports Complex; nor restrict either the open space or general park and recreation use of the area beyond the Facility by the public.
13. REMOVAL OF STRUCTURES. CITY may require that LICENSEE repair, remove, or replace any improvement or equipment, which, in the opinion of the CITY, is unsafe, or for any other reason determined by CITY, would be of benefit to be removed. In the event CITY desires that any or all equipment, improvements, or development installed be removed, LICENSEE shall, after written notice, remove them and restore the real property to its original condition, within ninety (90) days.
14. RIGHT OF INSPECTION. CITY shall have the right to enter the Facility at any and all reasonable times for the purpose of inspection and observation of LICENSEE's operations. During these inspections, CITY shall have the right to utilize photographic devices and other instruments for recording conditions and events taking place on the premises. Inspections may be made by CITY employees or may be made by independent contractors engaged by CITY.
15. CODE REQUIREMENTS. LICENSEE agrees to abide by and to maintain all rules and regulations as outlined in the *Garden Grove Municipal Code, Title 8, Chapter 40: Regulations Regarding the Use of City of Garden Grove Park Facilities*, unless otherwise waived by authority in the Code by the Director of Community Services.
16. MAILING LIST. LICENSEE shall, during the term of this Agreement, maintain the CITY in the LICENSEE's regular mailing list for all general correspondence. All correspondence shall be addressed to: Community Services Department, P.O. Box 3070, Garden Grove, California 92842, ATTN: Community Services Director.
17. SUSPENSION, TERMINATION, AND EXPIRATION.

17.1 Termination for Convenience. Either party may terminate this Agreement for Convenience, with or without cause, following ninety (90) days written notice to the other party, without liability to the other party.

17.2 Suspension. In the event the CITY determines LICENSEE is in default of this Agreement pursuant to Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the Community Services Director, the Community Services Director may suspend this Agreement until such default is remedied to the satisfaction of the DIRECTOR. LICENSEE may appeal the Community Services Director's decision to suspend this Agreement to the CITY's City Council. CITY's right to suspend this Agreement pursuant to this Paragraph 17.2 shall not be construed to limit CITY's right to terminate this Agreement pursuant to Paragraphs 17.1 or 17.3.

17.3 Termination due to LICENSEE's Default. In addition to, and without limiting, any other rights of CITY under this Agreement, CITY may terminate this Agreement in the event CITY determines LICENSEE is in default of this Agreement pursuant to

Paragraph 10, above, and LICENSEE fails to cure said default within thirty (30) days following written notice, or such longer period authorized by the CITY. Termination of this Agreement by CITY shall require approval of the City Council.

17.4 Vacation of Premises following Expiration or Termination of Agreement. Following the expiration or earlier termination of this Agreement, LICENSEE shall restore the Facility to its original condition or, at the option of CITY, leave any or all improvements in place, and agrees to vacate and surrender position of the Facility. LICENSEE shall have the right, at LICENSEE's own cost, to remove those items installed by, and belonging to LICENSEE, that can be disassembled on site.

LICENSEE acknowledges that this Agreement is a revocable license and is not a lease or other instrument that convey an interest in real property and, as such, does not impart protections to LICENSEE that would be consistent with a lease or entitle LICENSEE to any compensation or benefits in the event of termination of this Agreement at any time.

18. WATER TANK ACCESS. LICENSEE acknowledges and accepts that a portion or all of the site is located adjacent to or on top of a City water tank. CITY has the right at any time, for any reason, to access this tank. Any resulting damage to LICENSEE property will not result in any liability from CITY to LICENSEE. CITY may access the water tank without notice to LICENSEE.

19. WATER TANK PROTECTION. LICENSEE shall not cause any heavy equipment or vehicles to be parked or placed upon the site.

20. INSURANCE REQUIREMENTS.

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

20.2 Workers' Compensation Insurance. For the duration of this Agreement, LICENSEE and all subcontractors shall maintain Workers' Compensation Insurance in the amount and type required by law, if applicable.

20.3 Insurance Amounts. LICENSEE shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in the amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

(b) Automobile liability in the amount of \$1,000,000.00 combined single limit; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 20.3 (a) shall designate CITY and DISTRICT and their respective officers, officials,

employees, agents, and volunteers as additional insured for liability arising out of work, activities and operations performed or permitted by or on behalf of the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 20.3 (b) shall designate CITY and DISTRICT and their respective officers, officials, employees, agents, and volunteers as additional insured for automobiles owned, leased, hired, or borrowed by the LICENSEE. LICENSEE shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

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

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

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LICENSEE. The provisions of this subsection shall survive the termination of this Agreement until all applicable statutes of limitations have expired.

22. CITY INSPECTION OF BOOKS AND RECORDS. CITY may upon thirty (30) days' notice at any time examine any or all of LICENSEE's books and records for the purpose of verifying LICENSEE compliance with the provisions of this Agreement and applicable laws.

23. NON-LIABILITY OF CITY.

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

23.2 This Agreement is not intended to convey a property interest but to permit the LICENSEE to use the Facility as provided for herein. LICENSEE acknowledges

the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Agreement, expressly waives all such past, present and future rights if any, to which the Contractor might otherwise be entitled from the City with regard to this Agreement and the operations of the Facility. LICENSEE shall not be entitled to relation assistance, relocation benefits, or compensation for loss of goodwill upon the termination of this Agreement.

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

- 24. NON-DISCRIMINATION. LICENSEE covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, disability, national origin or ancestry, in any action or activity pursuant to this Agreement.
- 25. INDEPENDENT CONTRACTOR. It is agreed to that LICENSEE shall act and be an independent contractor and not an agent or employee of CITY and shall obtain no rights to any benefits which accrue to CITY's employees.
- 26. COMPLIANCE WITH LAW. LICENSEE shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including all applicable safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, building, plumbing, mechanical and electrical codes, and all applicable disabled and handicapped access requirements, including, without the limitation, the Americans With Disability Act, 42 U.S.C. §12101 et seq., Government Code §4450 et seq., and the Unruh Civil Rights Act, Civil Code §51 et seq.
- 27. CONFLICT OF INTEREST. LICENSEE shall at all times avoid conflict of interest or appearance of conflict of interest in the performance of this Agreement.
- 28. REPORTING. LICENSEE shall submit to CITY, no later than January 31, 2021, and each year thereafter, an annual report of events and activities at the Facility that occurred in the prior year, and which are booked as of December 31st. In the event that City Hall is closed on a date on which a report is due, that report will be considered to be due on the next day that City Hall is open.
- 29. NOTICES. All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

29.1 Address of LICENSEE is as follows:

Kevin Bever
6652 Blue Heron Drive
Huntington Beach, CA 92648

29.2 Address of CITY is as follows:

City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

(with a copy to):

Garden Grove City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT AS OF THE DATE WRITTEN BELOW.

DATE: _____

CITY OF GARDEN GROVE

ATTEST:

By: _____
City Manager

City Clerk

DATE: _____

LICENSEE
Orion Sports

APPROVED AS TO FORM:

By: *[Signature]*

DATE: 3/16/2020

City Attorney

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

ATTACHMENT A



ATTACHMENT B

Orion Sports Programming Objectives and Goals

1. Repair and maintain a safe, quality outdoor hockey rink.
 - a. Replace all damaged boards that surround the rink playing surface
 - b. Replace 6" runner that goes along the bottom of the boards
 - c. Resurface the playing area
 - d. Paint boards and existing frame to give the rink so that it is aesthetically pleasing
 - e. Maintain ongoing maintenance as needed to keep rink facility in good order and condition
2. Create and grow a youth street hockey program – goal of 30+ teams, 300+ players across multiple age groups and divisions, routine clinics and tournaments
 - a. Youth program (include but not limited to)
 - i. Learn to Play clinics
 - ii. Skill clinics
 - iii. Learn to Play Draft League (10 week program – 4 weeks instruction, 6-weeks draft league play)
 - iv. Leagues (U17, U14, U11)
 - v. Tournaments
 - b. Marketing/Communication of Youth Programs
 - i. Targeted marketing to all elementary, middle and high schools in Garden Grove and the surrounding area
 1. Marketing materials such as flyers and brochures to be included with information in school packets, email newsletter blasts and student handouts
 2. Give away free t-shirts with league name and information to kids. This will not only give the kids something special but also create a buzz about the program.
 - ii. Targeted marketing to after school and church youth group programs in similar fashion as outlined above
 1. Boys & Girls Club of Garden Grove, Westminster, Kingston Branch Huntington Valley, etc.
 2. Church youth groups, i.e. Project Hope for Children, Saint Columban Youth Ministry, Garden Grove Methodist Church, St. Olaf Luther, etc.
 - iii. Cross market with other sports organizations
 1. AYSO Soccer
 2. Little League Baseball
 3. Little League Softball
 4. United States Youth Volleyball League
 5. National Junior Basketball League
 6. Youth Roller Hockey League
 7. Youth ICE Hockey League
 - c. Partnerships/Collaboration
 - i. The Ducks Organization
 - ii. The Rinks Organization
 - iii. The Boys & Girls Club of Garden Grove
 - iv. Other tbd non-profit organizations as listed above
3. Expand and grow the current adult hockey program – goal of 30+ teams, 300+ players across multiple divisions, routine clinics and tournaments.
 - a. Adult programs
 - i. Sunday league

- ii. Tuesday night league
 - iii. Skill clinics
 - iv. Tournaments
 - b. Marketing/Communication
 - i. Targeted marketing to local gyms, fitness centers and non-profit organizations (overlap with youth marketing)
 - ii. Cross market with other adult recreational sports leagues
 - 1. Beach City Sports
 - 2. The YMCA
 - 3. Long Beach Recreation
 - 4. MeetUP
- 4. Administration – Finance and League Operation
 - a. Finance – Maintain proper financial and provide to the City of Garden Grove, upon request:
 - i. Manage all accounting transactions
 - ii. Prepare budget forecasts
 - iii. Publish financial statements in time
 - iv. Handle monthly, quarterly and annual closings
 - v. Reconcile accounts payable and receivable
 - vi. Ensure timely bank payments
 - vii. Compute taxes and prepare tax returns
 - viii. Manage balance sheets and profit/loss statements
 - ix. Report revenues, expenditures, performance recap with attendance figures, rental summary, audited annual financial statement as well as other pertinent information to the City of Garden Grove.
 - b. League Operation
 - i. Skill Clinics (Youth & Adult)
 - ii. League Scheduling (Practices and Games)
 - iii. Officials Training & Scheduling
 - iv. Scorekeeper Training & Scheduling
 - v. Coach Recruitment & Training
 - vi. Team Captain Meetings
 - 1. Discuss rules, league philosophy, fair play and rink guidelines
 - vii. Web based LeagueApps software for program management
 - viii. Bi-Annual Tournaments
 - 1. Increase awareness and bring in teams from outside the Garden Grove and surrounding area
- 5. Logistics – Weekly Schedule of events (60% Youth Programming)
 - a. Monday: Youth Skill & Learn to Play
 - b. Tuesday: Adult Night Rec League Play
 - c. Wednesday: Youth Pickup Game Play (Intro to Hockey)
 - d. Thursday: Youth Skill & Learn to Play
 - e. Friday: Youth League
 - f. Saturday: Youth & Adult League Play
 - g. Sunday: Adult Day League Play



California Secretary of State
Electronic Certified Copy

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify that the attached transcript of 1 page is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.



IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California on
this day of January 30, 2020

ALEX PADILLA
Secretary of State

Verification Number: TJS DTZ
Entity (File) Number: 202003011336

To verify the issuance of this Certificate, use the Verification Number above
with the Secretary of State Electronic Verification Search available at
bizfile.sos.ca.gov



California Secretary of State
Electronic Filing



LLC Registration – Articles of Organization

Entity Name: ORION SPORTS, LLC

Entity (File) Number: 202003011336

File Date: 01/16/2020

Entity Type: Domestic LLC

Jurisdiction: California

Detailed Filing Information

- 1. Entity Name: ORION SPORTS, LLC
- 2. Business Addresses:
 - a. Initial Street Address of Designated Office in California: 6652 BLUE HERON DR
HUNTINGTON BEACH, California 92648
United States
 - b. Initial Mailing Address: 6652 BLUE HERON DR
HUNTINGTON BEACH, California
92648
United States
- 3. Agent for Service of Process: KEVIN BEVER
6652 BLUE HERON DR
HUNTINGTON BEACH California 92648
United States
- 4. Management Structure: More than One Manager
- 5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: LOVETTE DOBSON

Certificate Verification Number: TJS DTZ
Use bizfile.sos.ca.gov to verify the certified copy.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Approval of an Agreement with the County of Orange for Families and Communities Together (FaCT) Grant Program Funding for the Magnolia Park Family Resource Center. (<i>Action Item</i>)	Date:	3/24/2020

OBJECTIVE

To request that the City Council approve an Agreement with the County of Orange Social Services Agency to receive Families and Communities Together (FaCT) grant funding for the Magnolia Park Family Resource Center (MPFRC).

BACKGROUND

Since 1999, the City has been the lead agency for the Garden Grove Community Collaborative, which provides the community with family preservation services at the MPFRC. The majority of the funding for the Center comes through a grant from the County of Orange, Families and Communities Together (FaCT) Program. The original grant received in 1999 was extended in 2003, then in 2005, then in 2010 and once again in 2015 as part of a competitive grant process. County funded services provided by the Family Resource Center include counseling, case management, information and referral, family support services, parent education, domestic violence prevention and treatment services, and childcare services.

On August 13, 2019, City Council authorized staff to submit an application proposal for the FaCT Program for grant funds to continue funding services at the MPFRC. The grant funding covers a three-year period from July 1, 2020, through June 30, 2023. The grant funding available for each one-year period is \$300,000, for a total amount of \$900,000 for the three-year period, with the option to extend two (2) additional one-year periods, without competitive bid process, at the sole discretion of the County.

DISCUSSION

The attached Agreement with the County of Orange Social Services Agency will provide funding, in the amount of approximately \$300,000, for the Garden Grove Community Collaborative to operate the MPFRC, from July 1, 2020, through June 30, 2021. The City will serve as the lead fiscal agency for this grant, and will provide family support services, case management, strengthening family workshops, parent education, clinical supervision, information and referral, community outreach services, and teen programming. Other family services will be provided through the Garden Grove Community Collaborative that involves partner agencies from the community. The funded partners include Interval House for domestic violence prevention and treatment services; Human Options for differential response supportive services, and counseling services; and Team of Advocates for Special Kids (TASK) for parent workshops and IEP clinics and services.

FINANCIAL IMPACT

As lead agency, the City will be overseeing the program and fiscal operations of \$300,000 annually of services through management of the Garden Grove Community Collaborative. The City's General Fund will match \$124,030, which is part of the adopted Fiscal Year 2020/21 budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached Agreement with the County of Orange Social Services Agency to receive Families and Communities Together (FaCT) grant funding for the Magnolia Park Family Resource Center (MPFRC); and
- Authorize the City Manager to sign the Agreement, including making any modifications during the contract period for the operation and implementation of the contract services.

By: Janet Pelayo, Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	3/19/2020	Agreement	Magnolia_Park_FRC_Contract_FINAL.pdf

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AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
CITY OF GARDEN GROVE
AND
HUMAN OPTIONS, INC.
AND
INTERVAL HOUSE
AND
TASK
FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

This AGREEMENT, entered into this 1st day of July, 2020, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and City of Garden Grove, a California municipal agency; Human Options, Inc., a California non-profit corporation; Interval House, a California non-profit corporation; and TASK, a California non-profit corporation, hereinafter collectively referred to as “MAGNOLIA PARK FAMILY RESOURCE CENTER” or “CONTRACTOR.” City of Garden Grove, Human Options, Inc., Interval House, and TASK, may each also be referred to as “Contractor Partner Agencies.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Family Resource Center Services in Orange County; and

WHEREAS, such services are authorized and provided pursuant to the Adoptions and Safe Families Act of 1997 (Public Law 105-89), California Welfare and Institutions Code Sections

1 16600-16605, All County Letter (ACL) No. 01-20, ACL No. 03-12, ACL No. 14.12, and the Child
2 and Family Services Improvement and Innovation Act; and

3 WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions
4 hereinafter set forth:

5 ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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Exhibit A

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1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2023, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Exhibit A to the Agreement between County of Orange and Magnolia

1 Park Family Resource Center (FRC), for the Provision of Family Resource Center Services,
2 attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously
3 throughout the term of this Agreement with the number and type of staff described and as required
4 for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require
6 changes in staffing allocations to reflect current workload demands or service needs as long as
7 COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 27 of
12 this Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title
26 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of
27 California, County of Orange, and County of Orange Social Services Agency, and all
28 administrative regulations, rules, and policies adopted thereunder, as each and all may now exist

1 or be hereafter amended.

2 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
3 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
4 federal financial assistance programs and/or activities.

5 5.3 CONTRACTOR shall cooperate with the California Department of Social Services
6 (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect
7 Prevention and Intervention Program, and shall comply, to the mutual satisfaction of COUNTY
8 and CDSS, with any and all reporting and evaluation requirements established by CDSS.

9 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

10 6.1 Delegation and Assignment

11 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
12 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
13 written consent of COUNTY. Any attempted delegation or assignment without prior written
14 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
15 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
16 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
17 benefits under the terms of this Agreement requiring COUNTY approval.

18 6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the
19 event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY
20 for the provision of services under the Agreement.

21 6.2 Change of Ownership

22 CONTRACTOR agrees that if there is a change or transfer in ownership of
23 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an
24 assignment of the Agreement, the new owners shall be required, under the terms of sale or other
25 instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this
26 Agreement and complete them to the satisfaction of COUNTY.

27 7. SUBCONTRACTS

28 7.1 CONTRACTOR shall not subcontract for services under this Agreement without

1 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
2 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
3 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
4 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision
5 ADMINISTRATOR may require.

6 7.1.1 Subcontracts of \$50,000 or less

7 7.1.1.1 CONTRACTOR shall develop a standard form Purchase Order,
8 subject to prior written approval of ADMINISTRATOR, to be utilized for the purchase of services
9 by CONTRACTOR when the cumulative total cost of the services to be provided by any
10 organization is anticipated to be fifty thousand dollars (\$50,000) or less during the term of this
11 Agreement. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of
12 providing services or the usual and customary charges established by the organization(s) providing
13 the services.

14 7.1.2 Subcontracts in excess of \$50,000

15 7.1.2.1 CONTRACTOR shall develop and submit for approval to
16 ADMINISTRATOR a system for the procurement of subcontracts with any organization in which
17 the total cumulative cost of services provided by any single organization is anticipated to exceed
18 fifty thousand dollars (\$50,000) during the term of this Agreement. CONTRACTOR's proposed
19 procurement system shall take into consideration such factors as: degree of price competition;
20 pricing policies and techniques; experience and quality of service; methods of evaluating
21 subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning,
22 award, and post-award management of subcontracts, including internal audit procedures and
23 monitoring of subcontractor's performance until completion of services.

24 7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's
25 proposed procurement system, CONTRACTOR shall comply with such procurement system in
26 obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the
27 term of this Agreement. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written
28 consent prior to entering into a subcontract with any organization when the total cumulative cost

1 of services to be provided by that organization is anticipated to exceed fifty thousand dollars
2 (\$50,000) during the term of this Agreement.

3 7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and
4 maintain accurate and complete financial records related to services provided under the terms of
5 this Agreement. Such records may be subject to the satisfaction of ADMINISTRATOR, and to
6 the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or
7 until any pending audit is completed.

8 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

9 8.1 Form of Business Organization

10 Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and
11 submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to
12 ADMINISTRATOR, containing, but not limited to, the following information:

13 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
14 partnership, corporation, etc.

15 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
16 of ownership or otherwise, to any parent organization or individual.

17 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
18 subsidiary business organization or to any individual who may be providing services, supplies,
19 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
20 under this Agreement.

21 8.2 Change in Form of Business Organization

22 If, during the term of this Agreement, the form of CONTRACTOR's business
23 organization changes, or the ownership of CONTRACTOR changes, or when changes occur
24 between CONTRACTOR and other businesses that could impact services provided through this
25 Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such
26 changes. A change in the form of business organization may, at COUNTY's sole discretion, be
27 treated as an attempted assignment of rights or delegation of duties of this Agreement.

28 ///

1 8.3 Name Change

2 CONTRACTOR must notify COUNTY, in writing, of any change in
3 CONTRACTOR’s status with respect to name changes that do not require an assignment of the
4 Agreement. While CONTRACTOR is required to provide name change information without
5 prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its
6 status upon request by COUNTY.

7 9. NON-DISCRIMINATION

8 9.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
9 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
10 services or benefits, assignment of accommodations, treatment, evaluation, employment of
11 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
12 ancestry, physical disability, mental disability, medical condition, genetic information, marital
13 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
14 status, or any other protected group, in accordance with the requirements of all applicable federal
15 or State laws.

16 9.2 CONTRACTOR shall furnish any and all information requested by
17 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
18 books, records, and accounts in order to ascertain CONTRACTOR’s compliance with Paragraph
19 9 et seq.

20 9.3 Non-Discrimination in Employment

21 9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal
22 Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in
23 Department of Labor regulations (Title 41 CFR Part 60).

24 9.3.2 All solicitations or advertisements for employees placed by or on behalf of
25 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
26 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
27 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
28 gender expression, age, sexual orientation, military and veteran status, or any other protected

1 group, in accordance with the requirements of all applicable federal or State laws. Notices
2 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
3 for employees and job applicants.

4 9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
5 formal discrimination complaint to:

6 California Department of Fair Employment

7 2218 Kausen Drive, Suite 100

8 Elk Grove, CA 95758

9 Telephone: (800) 884-1684

10 (800) 700-2320 (TTY)

11 9.4 Non-Discrimination in Service Delivery

12 9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
13 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
14 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
15 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
16 amended; California Civil Code Section 51 et seq., as amended; California Government Code
17 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
18 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
19 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
20 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
21 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
22 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
23 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
24 amended. CONTRACTOR shall not implement any administrative methods or procedures which
25 would have a discriminatory effect or which would violate the CDSS Manual of Policies and
26 Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph,
27 CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with
28 WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be

1 referred to the appropriate federal agency for further compliance action and enforcement of
2 Subparagraph 9.4 et seq.

3 9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
4 complaint any and all information as appropriate:

5 9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
6 (PUB 13)

7 9.4.2.2 Discrimination Complaint Form

8 9.4.2.3 Civil Rights Contacts:

9 County Civil Rights Contact:

10 Orange County Social Services Agency

11 Program Integrity

12 Attn: Civil Rights Coordinator

13 P.O. Box 22001

14 Santa Ana, CA 92702-2001

15 Telephone: (714) 438-8877

16 State Civil Rights Contact:

17 California Department of Social Services

18 Civil Rights Bureau

19 P.O. Box 944243, M.S. 15-70

20 Sacramento, CA 94244-2430

21 Federal Civil Rights Contact:

22 U.S. Department of Health and Human Services

23 Office of Civil Rights

24 50 U.N. Plaza, Room 322

25 San Francisco, CA 94102

26 9.4.3 The following websites provide Civil Rights information, publications
27 and/or forms:

28 ///

1 9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470>
2 [.pdf](#) (*Pub 470 - Your rights Under Adult Protective Services*)

3 9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your->
4 [Rights-Under-California-Welfare-Program](#) (*Pub 13 – Your Rights Under California Welfare*
5 *Programs*)

6 9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
7 (*SSA Contractor and Vendor Compliance page*)

8 10. NOTICES

9 10.1 All notices, requests, claims, correspondence, reports, statements authorized or
10 required by this Agreement, and/or other communications shall be addressed as follows:

11 COUNTY: County of Orange Social Services Agency
12 Contracts and Procurement Services
13 500 N. State College Blvd, Suite 100
14 Orange, CA 92868

15 CONTRACTOR: Magnolia Park Family Resource Center
16 c/o City of Garden Grove
17 11222 Acacia Parkway
18 Garden Grove, CA 92840

19 10.2 All notices shall be deemed effective when in writing and deposited in the United
20 States mail, first class, postage prepaid and addressed as above. Any communications, including
21 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
22 Agreement addressed in any other fashion shall be deemed not given. The parties each may
23 designate by written notice from time to time, in the manner aforesaid, any change in the address
24 to which notices must be sent.

25 11. NOTICE OF DELAYS

26 Except as otherwise provided under this Agreement, when either party has knowledge that
27 any actual or potential situation is delaying or threatens to delay the timely performance of this
28 Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant

1 information with respect thereto, to the other party.

2 12. INDEMNIFICATION

3 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
4 COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and
5 their elected and appointed officials, officers, employees, agents, and those special districts and
6 agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY
7 INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature,
8 including, but not limited to, personal injury or property damage arising from or related to the
9 services, products, or other performance provided by CONTRACTOR pursuant to this Agreement.
10 If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
11 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
12 CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court.
13 Neither party shall request a jury apportionment.

14 13. INSURANCE

15 13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
16 purchase all required insurance at CONTRACTOR's expense, including all endorsements required
17 herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
18 complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance
19 and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement.
20 In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
21 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
22 CONTRACTOR.

23 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
24 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance
25 as an Additional Insured or maintain insurance subject to the same terms and conditions as set
26 forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
27 subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR
28 under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance

1 requirements to every subcontractor and to receive proof of insurance prior to allowing any
2 subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR
3 through the entirety of this Agreement for inspection by COUNTY representative(s) at any
4 reasonable time.

5 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
6 Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars
7 (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon
8 review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is
9 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity
10 provision(s) in the Agreement, agrees to all of the following:

11 13.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
12 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
13 employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend
14 COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against
15 same; and

16 13.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
17 irrespective of any duty to indemnify or hold harmless; and

18 13.3.3 The provisions of California Civil Code Section 2860 shall apply to any
19 and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR
20 provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the
21 insured.

22 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full
23 term of this Agreement, COUNTY may terminate this Agreement.

24 13.5 Qualified Insurer

25 13.5.1 The policy or policies of insurance must be issued by an insurer with a
26 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as
27 determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United
28 States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business

1 in the state of California (California Admitted Carrier).

2 13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the
3 CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of
4 the company's performance and financial ratings.

5 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide
6 the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Garden Grove (City), Human Options, Inc. (HO), Interval House (IH), and TASK
Automobile Liability, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence	City, HO, IH, TASK
Workers' Compensation	Statutory	City, HO, IH, TASK
Employer's Liability Insurance	\$1,000,000 per occurrence	City, HO, IH, TASK
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate	City, HO
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, HO, IH, TASK

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21 13.8 Required Coverage Forms

22 13.8.1 Commercial General Liability coverage shall be written on Insurance
23 Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as
24 broad.

25 13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01,
26 CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

27 13.9 Required Endorsements

28 13.9.1 Commercial General Liability policy shall contain the following

1 endorsements, which shall accompany the Certificate of Insurance:

2 13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26
3 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials,
4 officers, agents and employees, as Additional Insureds or provide blanket coverage, which will
5 state AS REQUIRED BY WRITTEN CONTRACT.

6 13.9.1.2 A primary non-contributing endorsement using ISO form CG 20
7 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and
8 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
9 contributing.

10 13.10 The Workers' Compensation policy shall contain a waiver of subrogation
11 endorsement waiving all rights of subrogation against the County of Orange, its elected and
12 appointed officials, officers, agents and employees or provide blanket coverage, which will state
13 AS REQUIRED BY WRITTEN CONTRACT.

14 13.11 All insurance policies required by this Agreement shall waive all rights of
15 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
16 employees when acting within the scope of their appointment or employment.

17 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
18 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
19 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
20 a material breach of the contract, upon which the COUNTY may suspend or terminate this
21 Agreement.

22 13.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy,
23 CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years
24 following completion of this Agreement.

25 13.14 The Commercial General Liability policy shall contain a severability of interests
26 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

27 13.15 Insurance certificates should be mailed to COUNTY at the address indicated in
28 Paragraph 10 of this Agreement.

1 13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements
2 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
3 award may be made to the next qualified proponent.

4 13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or
5 decrease insurance of any of the above insurance types throughout the term of this Agreement.
6 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
7 appropriate to adequately protect COUNTY.

8 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
9 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance
10 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
11 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
12 COUNTY shall be entitled to all legal remedies.

13 13.19 The procuring of such required policy or policies of insurance shall not be construed
14 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
15 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
16 available from the insurer.

17 14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

18 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
19 occurrence, the following:

20 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against
21 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
22 under this Agreement. While CONTRACTOR is required to provide this information without
23 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
24 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

25 14.2 Any accident or incident relating to services performed under this Agreement that
26 involves injury or property damage which may result in the filing of a claim or lawsuit against
27 CONTRACTOR and/or COUNTY.

28 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or

1 relating to services performed by CONTRACTOR under this Agreement.

2 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

3 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
4 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
5 Agreement.

6 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom
7 CONTRACTOR is providing the same or similar services, under a written agreement, regardless
8 of service location or jurisdiction.

9 15. CONFLICT OF INTEREST

10 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
11 or conditions that could result in a conflict with COUNTY interests. In addition to the
12 CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and
13 subcontractors associated with the provision of goods and services provided under this Agreement.
14 The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and
15 procedures preventing its employees, agents, and subcontractors from providing or offering gifts,
16 entertainment, payments, loans, or other considerations which could be deemed to influence or
17 appear to influence COUNTY staff or elected officers in the performance of their duties.

18 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
19 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
20 Agreement performance. While CONTRACTOR will be required to provide this information
21 without prompting from COUNTY any time there is a change regarding conflict of interest,
22 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

23 16. ANTI-PROSELYTISM PROVISION

24 No funds provided directly to institutions or organizations to provide services and
25 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be
26 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by
27 law.

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1 17. SUPPLANTING GOVERNMENT FUNDS

2 CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the
3 purposes of this Agreement with any funds made available under this Agreement.
4 CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from
5 COUNTY with respect to, that portion of its obligations which have been paid by another source
6 of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement,
7 either directly or indirectly, as a contribution or compensation for purposes of obtaining federal,
8 State, or COUNTY funds under any federal, State, or COUNTY program without prior written
9 approval of ADMINISTRATOR.

10 18. EQUIPMENT

11 18.1 All items purchased with funds provided under this Agreement, or which are
12 furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand
13 dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital
14 Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital
15 Equipment is limited to the performance of this Agreement. Upon the termination of this
16 Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to
17 COUNTY or its representatives, or dispose of them in accordance with the directions of
18 ADMINISTRATOR.

19 CONTRACTOR further agrees to the following:

20 18.1.1 To maintain all items of Capital Equipment in good working order and
21 condition, normal wear and tear excepted.

22 18.1.2 To label all items of Capital Equipment, do periodic inventories as required
23 by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital
24 Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All
25 such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

26 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery,
27 the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement
28 agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

1 18.1.4 To purchase a policy or policies of insurance covering loss or damage to
2 any and all Capital Equipment purchased under this Agreement, in the amount of the full
3 replacement value thereof, providing protection against the classification of fire, extended
4 coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the
5 parties' interests as they appear.

6 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in
7 writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the
8 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's
9 service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for
10 any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if
11 prior written approval has not been obtained from ADMINISTRATOR.

12 18.3 Computer Equipment

13 No computers and/or personal electronic devices, such as tablets and laptop
14 computers, or any component thereof, may be purchased with funds provided under this
15 Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR.
16 Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR,
17 be subject to the same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4,
18 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon
19 termination of this Agreement.

20 19. BREACH SANCTIONS

21 19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or
22 conditions of this Agreement shall be a material breach of this Agreement. In such event,
23 ADMINISTRATOR may, and in addition to immediate termination and any other remedies
24 available at law, in equity, or otherwise specified in this Agreement:

25 19.1.1 Afford CONTRACTOR a time period within which to cure the breach,
26 which period shall be established by ADMINISTRATOR; and/or

27 19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery;

1 and/or

2 19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

4 19.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
5 pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

6 20. DESIGNATED LEAD AGENCY

7 20.1 Each of the Contractor Partner Agencies agrees that the City of Garden Grove
8 (City) shall serve as the designated lead agent on behalf of the CONTRACTOR, with authority to
9 present claims to COUNTY on behalf of each of the Contractor Partner Agencies for services
10 delivered by each of them pursuant to this Agreement. As designated lead agent, the City shall
11 receive the claims from each of the other Contractor Partner Agencies on a monthly basis and shall
12 submit these claims, along with its own monthly claim, pursuant to Paragraph 21 herein. Claims
13 submitted to COUNTY by the designated lead agent shall clearly identify the services that were
14 performed by Contractor Partner Agencies. Any and all payments to be made by COUNTY
15 pursuant to this Agreement shall be made payable to the designated lead agent. The designated
16 lead agent shall thereafter disburse payment as appropriate to the Contractor Partner Agencies.
17 Each of the Contractor Partner Agencies agrees that COUNTY's disbursement of payment to the
18 designated lead agent shall satisfy COUNTY's payment obligation under this Agreement.

19 20.2 As the designated lead agent, the City shall also be responsible for activities that
20 include, but are not limited to, the following:

21 20.2.1 Oversight of FRC services;

22 20.2.2 Employment and supervision of the FRC Coordinator;

23 20.2.3 Employment and/or oversight of the Information and Referral Specialist;

24 20.2.4 Employment and/or oversight of the Community Engagement Coordinator;

25 20.2.5 Establishing and facilitating a monthly FRC meeting with Contractor
26 Partner Agencies and ensuring meetings minutes are documented;

27 20.2.6 Coordinating weekly Case Management Team (CMT) meetings;

28 20.2.7 Collecting and maintaining all invoice documentation;

1 20.2.8 Overseeing the collection, maintenance, and management of all FRC data,
2 including outcome measurements;

3 20.2.9 Maintaining the integrity of the Families and Communities Together
4 (FaCT) database and other reports, as necessary;

5 20.2.10 Generating monthly reports (i.e., Service Grids) and other reports as
6 requested, in accordance with Paragraph 37 of this Agreement and Paragraph 9 of Exhibit A for
7 submission to COUNTY;

8 20.2.11 Overseeing and submitting to the COUNTY budget/contract modification
9 requests on behalf of the FRC;

10 20.2.12 Reimbursing FaCT-funded Contractor Partner Agencies for FaCT-funded
11 services rendered prior to invoicing COUNTY;

12 20.2.13 Producing, maintaining, and distributing a current, monthly FaCT FRC
13 event/activity calendar as directed by ADMINISTRATOR;

14 20.2.14 Coordinating FRC sustainability efforts referenced in Paragraph 12 of
15 Exhibit A;

16 20.2.15 Ensuring FaCT funded partner organization(s) and/or subcontractor(s) are
17 current on required documentation (e.g., insurance certificates, copies of resumes/applications,
18 independent audits);

19 20.2.16 Ensuring all non-FaCT funded partner agency(ies) have a current
20 agreement with the FRC and provide copies of agreements to COUNTY upon request;

21 20.2.17 Facilitating collaborative activities, services, and programs to ensure
22 effective service delivery;

23 20.2.18 Submitting Special Incident Reports to the COUNTY; and

24 20.2.19 Attending required FaCT meetings and mandatory trainings.

25 21. PAYMENTS

26 21.1 Maximum Contractual Obligation

27 The maximum obligation of COUNTY under this Agreement shall not exceed the
28 amount of \$900,000, or actual allowable costs, whichever is less. The estimated annual amount

1 for each twelve (12) month period is as follows:

2 21.1.1 Year One: \$300,000 for July 1, 2020 through June 30, 2021;

3 21.1.2 Year Two: \$300,000 for July 1, 2021 through June 30, 2022; and

4 21.1.3 Year Three: \$300,000 for July 1, 2022 through June 30, 2023.

5 21.2 Allowable Costs

6 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
7 in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this
8 Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However,
9 COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
10 be incurred by CONTRACTOR for June 2021, during the month of such anticipated expenditure.

11 21.3 Claims

12 21.3.1 CONTRACTOR shall submit monthly claims to be received by
13 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses
14 incurred in the preceding month. In the event the twentieth (20th) calendar day falls on a weekend
15 or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY
16 holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
17 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
18 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

19 21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
20 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
21 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
22 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
23 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
24 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
25 shall retain all financial records in accordance with Paragraph 26 of this Agreement.

26 21.3.3 Payments should be released by COUNTY within a reasonable time period
27 of approximately thirty (30) days after receipt of a correctly completed claim form and required
28 supporting documentation.

1 21.3.4 Year-End and Final Claims

2 21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
3 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
4 Paragraph 1 of this Agreement, by no later than August 30th of each corresponding COUNTY
5 fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may,
6 at ADMINISTRATOR’s sole discretion, not be reimbursed. ADMINISTRATOR may modify the
7 date upon which the final claim per each COUNTY fiscal year must be received, upon written
8 notice to CONTRACTOR.

9 21.3.4.2 The basis for final settlement shall be the actual allowable costs
10 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
11 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
12 any overpayment has been made, COUNTY may offset the amount of the overpayment against
13 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
14 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
15 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
16 been made.

17 22. OVERPAYMENTS

18 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
19 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
20 any applicable regulations and/or policies in effect during the term of this Agreement, or as
21 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
22 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
23 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
24 within thirty (30) days after the date of the final audit findings report and prior to any
25 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
26 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
27 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
28 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this

1 Paragraph.

2 23. OUTSTANDING DEBT

3 CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process
4 of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and
5 during the term of this Agreement.

6 24. FINAL REPORT

7 CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within
8 sixty (60) days after the termination of this Agreement, which shall summarize the activities and
9 services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and
10 ADMINISTRATOR may mutually agree to modify the date upon which the final report must be
11 submitted. Any agreement must be in writing.

12 25. INDEPENDENT AUDIT

13 25.1 CONTRACTOR shall employ a licensed certified public accountant who shall
14 prepare and file with ADMINISTRATOR an annual organization-wide audit of related
15 expenditures during the term of this Agreement in compliance with 31 USC 7501 – 7507, as well
16 as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements,
17 Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to
18 the aforementioned regulations for any year covered during the term of this Agreement,
19 CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of
20 CONTRACTOR's financial statements. The audit must be performed in accordance with
21 generally accepted government auditing standards. CONTRACTOR shall cooperate with
22 COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6)
23 months after issuance of all audit reports with regard to audit exceptions.

24 25.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1
25 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide
26 audits for each of the fiscal cycles corresponding with the term of this Agreement.
27 CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's
28 receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for

1 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
2 CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR.
3 ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to
4 CONTRACTOR.

5 26. RECORDS, INSPECTIONS, AND AUDITS

6 26.1 Financial Records

7 26.1.1 CONTRACTOR shall prepare and maintain accurate and complete
8 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
9 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
10 State, and federal audits are completed, whichever is later.

11 26.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
12 internal control, and financial reporting standards in conformity with generally accepted
13 accounting principles established by the American Institute of Certified Public Accountants and
14 to the satisfaction of ADMINISTRATOR.

15 26.2 Client Records

16 26.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
17 of clients served and dates and type of services provided under the terms of this Agreement in a
18 form acceptable to ADMINISTRATOR.

19 26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
20 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
21 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
22 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
23 requests and COUNTY provides written approval for the right to store the records in another
24 county. Notwithstanding anything to the contrary, upon termination of this Agreement,
25 CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in
26 accordance with Subparagraph 42.2 of this Agreement.

27 26.2.3 COUNTY may refuse payment for a claim if client records are determined
28 by COUNTY to be incomplete or inaccurate. In the event client records are determined to be

1 incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an
2 overpayment within the provisions of this Agreement.

3 26.3 Public Records

4 To the extent permissible under the law, all records, including, but not limited to,
5 reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may
6 be subject to public disclosure. COUNTY will not be liable for any such disclosure.

7 26.4 Inspections and Audits

8 26.4.1 The U.S. Department of Health and Human Services, Comptroller General
9 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
10 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
11 have access to any books, documents, papers, and records, including medical records, of
12 CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all
13 the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate
14 the work performed or being performed under this Agreement and the premises in which it is being
15 performed.

16 26.4.2 CONTRACTOR shall make its books and records available within the
17 borders of Orange County within ten (10) days of receipt of written demand by
18 ADMINISTRATOR.

19 26.4.3 In the event CONTRACTOR does not make available its books and
20 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
21 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to
22 obtain CONTRACTOR's books and records.

23 26.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
24 liability to the State or Federal Government or any agency thereof resulting from any
25 disallowances or other audit exceptions to the extent that such liability is attributable to
26 CONTRACTOR's failure to perform under this Agreement.

27 26.5 Evaluation Studies

28 CONTRACTOR shall participate, as requested by COUNTY, in research and/or

1 evaluative studies designed to show the effectiveness and/or efficiency of CONTRACTOR's
2 services or provide information about CONTRACTOR's project.

3 27. PERSONNEL DISCLOSURE

4 27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services
5 through this Agreement, paid and unpaid, including those identified in Paragraph 15 of Exhibit A
6 (hereinafter referred to as "Personnel").

7 27.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all
8 Personnel providing services hereunder, including résumés and job applications. Changes to the
9 list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé
10 and/or job application. The list shall include:

11 27.2.1 Names and dates of birth of all Personnel by title, whose direct services are
12 required to provide the programs described herein;

13 27.2.2 A brief description of the functions of each position and the hours each
14 person works each week, or for part-time Personnel, each day or month, as appropriate;

15 27.2.3 The professional degree, if applicable, and experience required for each
16 position; and

17 27.2.4 The language skill, if applicable, for all Personnel.

18 27.3 Where authorized by law, and in a manner consistent with California Government
19 Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed
20 information regarding the conviction of a crime, by any court, for offenses other than minor traffic
21 offenses. Information discovered subsequent to the hiring or promotion of any prospective
22 Personnel shall be cause for termination from the performance of services under this Agreement.

23 27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
24 a clearance on the following public websites of the names and dates of birth for all Personnel who
25 will have direct, interactive contact with clients served through this Agreement: U.S. Department
26 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
27 Registry (www.meganslaw.ca.gov).

28 27.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a criminal record background check on all Personnel who will have direct, interactive contact with
2 clients served through this Agreement. Background checks conducted through the California
3 Department of Justice shall include a check of the California Central Child Abuse Index, when
4 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
5 performance of services under this Agreement.

6 27.6 CONTRACTOR shall ensure that clearances and background checks described in
7 Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing
8 services under this Agreement.

9 27.7 In the event a record is revealed through the processes described in Subparagraphs
10 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
11 Personnel providing services through this Agreement.

12 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to
13 provide services under this Agreement have satisfactory past work records and/or reference checks
14 indicating their ability to perform the required duties and accept the kind of responsibility
15 anticipated under this Agreement. CONTRACTOR shall maintain records of background
16 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
17 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
18 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
19 are completed, whichever is later, in compliance with all applicable laws.

20 27.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
21 arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any
22 Personnel performing services under this Agreement, when such information becomes known to
23 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to
24 provide services under this Agreement and shall provide notice of such determination to
25 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
26 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

27 27.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
28 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

1 27.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
2 from the performance of services under this Agreement. At the request of COUNTY,
3 CONTRACTOR shall immediately replace said Personnel.

4 27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated
5 for cause from working on this Agreement.

6 27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph
7 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
8 terms and conditions of this Agreement.

9 28. EMPLOYMENT ELIGIBILITY VERIFICATION

10 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
11 statutes and regulations regarding the employment of aliens and others, and that all its employees
12 performing work under this Agreement meet the citizenship or alien status requirement set forth
13 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
14 work hereunder, all verification and other documentation of employment eligibility status required
15 by federal or State statutes and regulations, including, but not limited to, the Immigration Reform
16 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
17 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
18 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
19 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
20 and employees from employer sanctions and any other liability which may be assessed against
21 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
22 State statutes or regulations pertaining to the eligibility for employment of any persons performing
23 work under this Agreement.

24 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

25 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure
26 that all employees, agents, subcontractors, and all other individuals performing services under this
27 Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section
28 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of

1 the agencies specified in WIC Section 15630. CONTRACTOR shall require such employees,
2 agents, subcontractors, and all other individuals performing services under this Agreement to sign
3 a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and
4 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set
5 forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as
6 they now exist or as they may hereafter be amended.

7 30. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY
8 LAW

9 CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely
10 Surrendered Baby Law, its implementation in Orange County, and where and how to safely
11 surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing
12 purposes. The information shall be posted in all reception areas where clients are served.

13 31. CONFIDENTIALITY

14 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to
15 WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of
16 law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may
17 now exist or be hereafter amended.

18 31.2 All records and information concerning any and all persons referred to
19 CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential
20 by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other
21 individuals performing services under this Agreement. CONTRACTOR shall require all of its
22 employees, agents, subcontractors, and all other individuals performing services under this
23 Agreement to sign an agreement with CONTRACTOR before commencing the provision of any
24 such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms
25 of this Agreement.

26 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
27 other individuals performing services under this Agreement of this provision and that any person
28 violating the provisions of said California state law may be guilty of a crime.

1 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
2 to the confidentiality requirements of this Agreement.

3 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
4 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw,
5 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
6 hereafter be amended.

7 31.5.1 No access, disclosure, or release of information regarding a child who is the
8 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
9 in doubt, no such information shall be released without the written approval of a Judge of the
10 Juvenile Court.

11 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
12 before allowing any child to be interviewed, photographed, or recorded by any publication or
13 organization, or to appear on any radio, television, or internet broadcast or make any other public
14 appearance. Such approval shall be requested through child's Social Worker.

15 32. SECURITY

16 32.1 Security Requirements

17 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
18 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
19 confidentiality that currently exists or exists at any time during the term of this Agreement.
20 CONTRACTOR represents and warrants that it has implemented and will maintain during the
21 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
22 private and confidential client information, to protect against anticipated threats to the security or
23 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
24 use of COUNTY data. Such safeguards and controls shall include at a minimum:

25 32.1.1.1 Storage of confidential paper files that ensures records are
26 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

27 32.1.1.2 Control of access to physical and electronic records to ensure
28 COUNTY data is accessed only by individuals with a need to know for the delivery of contract

1 services.

2 32.1.1.3 Control to prevent unauthorized access and to prevent
3 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

4 32.1.1.4 Firewall protection.

5 32.1.1.5 Use of encryption methods of electronic COUNTY data while
6 in transit from CONTRACTOR networks to external networks, when applicable.

7 32.1.1.6 Measures to securely store all COUNTY data, including, but not
8 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
9 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
10 CONTRACTOR further represents and warrants that it has implemented and will maintain during
11 the term of this Agreement administrative, technical, and physical safeguards and controls
12 consistent with State and federal security requirements.

13 32.2 Security Breach Notification

14 32.2.1 CONTRACTOR shall have policies and procedures in place for the
15 effective management of Security Breaches, as defined below. In the event of any actual,
16 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR
17 experiences or learns of that either compromises or could reasonably be expected to comprise
18 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security
19 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
20 notification, CONTRACTOR shall, at its own expense, immediately:

21 32.2.1.1 Investigate to determine the nature and extent of the Security
22 Breach.

23 32.2.1.2 Contain the incident by taking necessary action, including, but
24 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
25 security.

26 32.2.1.3 Report to COUNTY the nature of the Security Breach, the
27 COUNTY data used or disclosed, the person who made the unauthorized use or received the
28 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect

1 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
2 take to prevent future similar unauthorized use or disclosure.

3 32.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
4 determine what actions are necessary in response to the Security Breach and who will perform
5 these actions. Actions may include, but are not limited to: notifications; investigation and
6 remediation costs, including notification of all whose personal information was disclosed; outside
7 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
8 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
9 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
10 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
11 required actions.

12 33. COPYRIGHT ACCESS

13 The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have
14 a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and
15 hereafter, all material developed under this Agreement, including those covered by copyright.

16 34. WAIVER

17 No delay or omission by either party hereto to exercise any right or power accruing upon
18 any noncompliance or default by the other party with respect to any of the terms of this Agreement
19 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
20 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
21 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
22 condition, or agreement herein contained.

23 35. SERVICES DURING EMERGENCY AND/OR DISASTER

24 35.1 CONTRACTOR acknowledges that service usage may surge during or after an
25 emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden,
26 urgent, usually unexpected occurrence or event requiring immediate action to protect the health
27 and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in
28 property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as

1 described above may require resources or support beyond the local government's capability and
2 will typically involve a proclamation of a local emergency by the local governing body (e.g., city
3 council, County Board of Supervisors, or State) and may be declared at the federal level by the
4 President of the United States.

5 35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust
6 service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY
7 identifies as being impacted by emergencies and/or disasters. Time limited adjustments may
8 include, but are not limited to: providing services at different location(s); assigning staff to work
9 days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalents
10 (FTEs); reassigning staff to an assignment in which their experience or skill is needed; and
11 prioritizing services for staff as requested by COUNTY.

12 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared
13 disaster under the same terms and conditions that apply during non-emergency/disaster conditions.

14 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

15 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
16 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
17 commercial advertisement, promotional purposes, announcements, displays, or press releases,
18 without COUNTY's prior written consent is expressly prohibited.

19 36.2 CONTRACTOR may develop and publish information related to this Agreement
20 where all of the following conditions are satisfied:

21 36.2.1 ADMINISTRATOR provides its written approval of the content and
22 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
23 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

24 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
25 a statement that the program, wholly or in part, is funded through County, State, and Federal
26 Government funds;

27 36.2.3 The information does not give the appearance that the COUNTY, its
28 officers, employees, or agencies endorse:

1 36.2.3.1 Any commercial product or service; and

2 36.2.3.2 Any product or service provided by CONTRACTOR, unless
3 approved in writing by ADMINISTRATOR; and

4 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
5 or other publicly available social media sites) to publish information related to this Agreement,
6 CONTRACTOR shall develop social media policies and procedures and have them available to
7 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy
8 and Procedures as they pertain to any social media developed in support of the services described
9 within this Agreement. The policy is available on the Internet at
10 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

11 37. REPORTS

12 37.1 CONTRACTOR shall provide information deemed necessary by
13 ADMINISTRATOR to complete any State-required reports related to the services provided under
14 this Agreement.

15 37.2 CONTRACTOR shall maintain records and submit reports containing such data
16 and information regarding the performance of CONTRACTOR's services, costs, or other data
17 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
18 ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon
19 written notice to CONTRACTOR.

20 38. ENERGY EFFICIENCY STANDARDS

21 As applicable, CONTRACTOR shall comply with the mandatory standards and policies
22 relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

23 39. ENVIRONMENTAL PROTECTION STANDARDS

24 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC Section 7401
25 et seq.], the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and
26 Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR),
27 as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR
28 assures that:

1 39.1 No facility to be utilized in the performance of the proposed grant has been listed
2 on the EPA List of Violating Facilities;

3 39.2 It will notify COUNTY prior to award of the receipt of any communication from
4 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
5 grant is under consideration to be listed on the EPA List of Violating Facilities; and

6 39.3 It will notify COUNTY and EPA about any known violation of the above laws and
7 regulations.

8 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
9 CERTAIN FEDERAL TRANSACTIONS

10 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
11 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
12 by the Office of Management and Budget (OMB) and published in the Federal Register dated
13 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
14 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
15 contain, and CONTRACTOR must certify compliance utilizing a form provided by
16 ADMINISTRATOR that cites the following:

17 40.1.1 The definitions and prohibitions contained in the clause at Federal
18 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
19 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
20 B of this certification.

21 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
22 knowledge and belief as of December 23, 1989, that

23 40.1.2.1 No federal appropriated funds have been paid or will be paid to
24 any person for influencing or attempting to influence an officer or employee of any agency, a
25 Member of Congress, an officer or employee of Congress, or an employee of a Member of
26 Congress on his or her behalf in connection with the awarding of any federal contract, the making
27 of any federal grant, the making of any federal loan, the entering into of any cooperative
28 agreement, and the extension, continuation, renewal, amendment, or modification of any federal

1 contract, grant, loan or cooperative agreement;

2 40.1.2.2 If any funds other than federal appropriated funds (including
3 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
4 person for influencing or attempting to influence an officer or employee of any agency, a Member
5 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
6 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
7 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
8 and

9 40.1.2.3 He or she will include the language of this certification in all
10 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
11 \$100,000 shall certify and disclose accordingly.

12 40.1.3 Submission of this certification and disclosure is a prerequisite for making
13 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
14 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
15 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
16 and not more than \$100,000, for each such failure.

17 41. POLITICAL ACTIVITY

18 CONTRACTOR agrees that the funds provided herein shall not be used to promote,
19 directly or indirectly, any political party, political candidate, or political activity, except as
20 permitted by law.

21 42. TERMINATION PROVISIONS

22 42.1 ADMINISTRATOR may terminate this Agreement without penalty, immediately
23 with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
24 shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any
25 breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of
26 CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable
27 control, and repeated or continued violations of COUNTY ordinances unrelated to performance
28 under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless

1 disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to
2 terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

3 42.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
4 notice of termination of this Agreement (“Transition Period”), CONTRACTOR agrees to
5 cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records,
6 and pertinent documents. The Transition Period may be modified as agreed upon in writing by
7 the parties. During the Transition Period, service and data access shall continue to be made
8 available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in
9 extracting and/or transitioning all data in the format determined by COUNTY.

10 42.3 In the event of termination of this Agreement, cessation of business by
11 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
12 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
13 promptly provide to COUNTY the COUNTY data if requested to do so on such media as
14 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this
15 Agreement.

16 42.4 The obligations of COUNTY under this Agreement are contingent upon the
17 availability of federal and/or State funds, as applicable, for the reimbursement of
18 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
19 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
20 remains in effect or operation. In the event that such funding is terminated or reduced,
21 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
22 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
23 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
24 notification of such determination. CONTRACTOR shall immediately comply with
25 ADMINISTRATOR’s decision.

26 42.5 If any term, covenant, condition, or provision of this Agreement or the application
27 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement
28 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated

1 thereby.

2 43. GOVERNING LAW AND VENUE

3 This Agreement has been negotiated and executed in the State of California and shall be
4 governed by and construed under the laws of the State of California, without reference to conflict
5 of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole
6 and exclusive venue shall be a court of competent jurisdiction located in Orange County,
7 California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,
8 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree
9 to waive any and all rights to request that an action be transferred for trial to another county.

10 44. SIGNATURE IN COUNTERPARTS

11 44.1 The parties agree that separate copies of this Agreement may be signed by each of
12 the parties, and this Agreement will have the same force and effect as if the original had been
13 signed by all the parties.

14 44.2 CONTRACTOR represents and warrants that the person executing this Agreement
15 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
16 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
17 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 WHEREFORE, the parties hereto have executed this Agreement in the County of Orange,
2 California.

3
4 By: _____
5 SCOTT C. STILES
6 CITY MANAGER
7 CITY OF GARDEN GROVE

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

8 Dated: _____

Dated: _____

9
10 By: _____
11 MARICELA RIOS-FAUST
12 CHIEF EXECUTIVE OFFICER
13 HUMAN OPTIONS, INC.

By: _____
CAROL WILLIAMS
EXECUTIVE DIRECTOR
INTERVAL HOUSE

14 Dated: _____

Dated: _____

15
16 SIGNED AND CERTIFIED THAT A COPY
17 OF THIS AGREEMENT HAS BEEN
18 DELIVERED TO THE CHAIR OF THE
19 BOARD PER G.C. SEC. 25103, RESO 79-1535
20 ATTEST:

By: _____
MARIO HAUG
EXECUTIVE DIRECTOR
TASK

Dated: _____

21 _____
22 ROBIN STIELER
23 Clerk of the Board
24 Orange County, California

25 APPROVED AS TO FORM
26 COUNTY COUNSEL
27 COUNTY OF ORANGE, CALIFORNIA

28 By: _____
DEPUTY

Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 CITY OF GARDEN GROVE
8 AND
9 HUMAN OPTIONS, INC.
10 AND
11 INTERVAL HOUSE
12 AND
13 TASK

14 FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

15
16 1. POPULATION TO BE SERVED

17 1.1 CONTRACTOR shall provide Family Resource Center (FRC) services, as
18 contained in Paragraph 5 of this Exhibit, to: birth, kinship, blended, adoptive, and Resource
19 Families with children, ages birth to eighteen (0-18) years, who are at risk of or are experiencing
20 child abuse and neglect; families who are living in poverty or suffering economic hardship,
21 domestic violence, unemployment, teen pregnancy, and unhealthy parenting; families involved
22 with and/or receiving child welfare services; non-minor dependents ages eighteen (18) to twenty-
23 one (21), who are being served by child welfare or probation agencies and who are under the
24 jurisdiction of the Orange County Juvenile Court; homeless families, unaccompanied homeless
25 youth, and those families at-risk of homelessness; military families; and persons with disabilities.
26 The population to be served as defined in this Paragraph shall hereinafter be referred to as
27 “PARTICIPANTS” or “FAMILIES.”

28 1.2 CONTRACTOR shall provide FRC services primarily to those PARTICIPANTS

1 residing in the city of Garden Grove and surrounding communities.

2 2. DEFINITIONS

3 2.1 Community Engagement Advisory Committee (CEAC): A partnership of multiple
4 agencies and community members that strive to achieve positive outcomes for the populations they
5 serve and build an interdependent system to address issues and opportunities. Collaboratives also
6 share resources and responsibilities to jointly plan, implement, and evaluate programs to achieve
7 common goals.

8 2.2 Differential Response (DR): A concept that child safety is a responsibility shared
9 by the family, community, and child welfare agencies. DR's primary goal is to engage a greater
10 number of families in services within the community without bringing them into the child welfare
11 system and reduce the recurrence of child maltreatment. DR services are indicated when reported
12 allegations meet statutory definitions of abuse or neglect yet an initial assessment made by SSA
13 Children and Family Services (CFS) determines that with targeted services a family is likely to
14 make needed changes to improve child safety.

15 2.3 Families and Communities Together (FaCT): A public-private partnership that
16 supports FRCs and provides program development and administration, funding, and training.
17 FaCT receives federal, State, and County funding, as well as volunteer, in-kind support, and private
18 donations.

19 2.4 Full-Time Equivalent (FTE): The amount of time (stated as a percentage) an hourly
20 position will be providing services under an agreement. This percentage is based upon a 40-hour
21 work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage)
22 the position will be paid under an agreement, regardless of the number of hours actually worked.

23 2.5 Military Families: A family unit consisting of active service members, reservists,
24 veterans (regardless of discharge status) and their children, spouses, partners, and loved ones.

25 2.6 Provider: A funded or non-funded partner agency in partnership with the County
26 that provides contracted services through a collaborative FRC agreement or an individual agency
27 agreement.

28 2.7 Resource Family: The Resource Family provides care on a temporary (foster care)

1 and/or permanent (adoption and legal guardianship) basis and includes all types of caregivers in
2 the child welfare and probation systems formerly known as foster parents, approved relatives or
3 approved Non-Relative Extended Family Member.

4 3. HOURS OF OPERATION

5 3.1 CONTRACTOR shall provide services during hours that are responsive to the
6 needs of the target population as determined by ADMINISTRATOR. At a minimum,
7 CONTRACTOR shall provide services Monday through Friday, for a minimum of eight (8) hours
8 and thirty (30) minutes per weekday. FRC shall remain open until at least 8:00 p.m. two (2)
9 weekdays per week, and until at least 5:30 p.m. on the remaining three (3) weekdays. FRC may
10 off-set regular hours in order to offer FaCT funded services on weekends for a minimum of four
11 (4) hours. CONTRACTOR holiday schedule shall not exceed the COUNTY's holiday schedule
12 as established by the Orange County Board of Supervisors, as described in Subparagraph 3.2
13 below. However, CONTRACTOR is encouraged to provide the contracted services on holidays,
14 whenever possible.

15 3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule
16 which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday,
17 Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day,
18 Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall
19 obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY's
20 holiday schedule and the hours listed in Subparagraph 3.1 of this Exhibit. Any unauthorized
21 closure shall be deemed a material breach of this Agreement, pursuant to Paragraph 19, and shall
22 not be reimbursed.

23 4. FRC GENERAL REQUIREMENTS AND CHARACTERISTICS

24 During the entire term of this Agreement, the CONTRACTOR shall:

25 4.1 Maintain a family-friendly community facility that functions as a multi-service
26 community-based site that offers a "one-stop shop" approach to comprehensive array of social and
27 health services to families and provides a support system that builds on family and community
28 strengths.

1 4.2 Offer multiple programs, including, but not limited to, the following core services:
2 a case management team, counseling, DR, family support services, parenting education, domestic
3 violence prevention and treatment (i.e. Personal Empowerment Program), and information and
4 referral services in support of achieving FaCT goals.

5 4.3 Be situated in a community-based location easily accessed by pedestrians, as well
6 as public and private transportation.

7 4.4 Offer free and accessible parking.

8 4.5 Promote the FaCT platform (e.g. FRC sites, services, and literature) at outreach
9 events where FaCT funded staff are utilized.

10 4.6 Display FaCT literature within FRC lobbies and in areas accessible to
11 PARTICIPANTS.

12 4.7 Involve local residents and stakeholders in planning, designing, implementing, and
13 evaluating activities at the FRC.

14 4.8 Maximize the use of volunteers to assist not only in service delivery, but also serve
15 as ambassadors in the community to promote community ownership and sustainability.

16 4.9 Leverage multiple funding streams to offer quality services to the community.

17 4.10 Operate as a collaborative that includes FaCT funded Contractor Partner Agencies
18 and a minimum of three (3) non-FaCT funded partner agencies who are providing onsite services
19 at the FRC. Roles and responsibilities of each partner shall be clearly defined for the entire term
20 of the Agreement.

21 4.11 Have each non-FaCT funded partner agency sign a memorandum of understanding
22 or agreement specifying their commitment to provide services throughout the term of this
23 Agreement.

24 4.12 Designate the City of Garden Grove to function as both the designated lead agency
25 and the program management lead agency. The fiscal and program management responsibilities
26 shall include those referenced in Paragraph 20 of this Agreement.

27 4.13 Provide bilingual direct service staff that are proportionate and responsive to the
28 language and cultural needs of the community they serve.

1 4.14 Collaborate with ADMINISTRATOR and COUNTY’S FaCT Network
2 Administrative Services provider, by attending required meetings, trainings, completing data entry
3 into FaCT database system, and engaging with the FaCT Network in activities related to the FaCT
4 mission and vision.

5 4.15 Services shall be provided at the FRC, in-home, and/or in satellite sites such as
6 schools and other community locations as mutually agreed upon by CONTRACTOR and
7 ADMINISTRATOR. Confidential space is required for all Clinical Supervision, Family Support
8 Services, Counseling, and Case Management Team services.

9 4.16 Ensure PARTICIPANTS complete FaCT required registration, consent, sign-in
10 forms, and/or complete assessment tools referenced in Subparagraph 8.6 of this Exhibit when
11 receiving services requiring an assessment.

12 4.17 Encourage PARTICIPANTS to complete satisfaction surveys when receiving FRC
13 services.

14 4.18 Collaborate with COUNTY staff and COUNTY’S contracted DR services staff
15 who provide services to SSA PARTICIPANTS.

16 5. SERVICES

17 Throughout this Exhibit, the Contractor Partner Agencies shall herein be referred to as:
18 City of Garden Grove (City); Human Options, Inc. (HO); Interval House (IH), and TASK. The
19 Contractor Partner Agency that shall provide the particular service listed in Subparagraphs 5.1
20 through 5.12 below shall be indicated by the reference to that particular Contractor Partner Agency.
21 Where more than one Contractor Partner Agency is responsible for providing a service, or there is
22 joint responsibility for providing the service, that responsibility will be outlined under the service
23 category.

24 5.1 Case Management Team (City)

25 5.1.1 The objectives of Case Management Team (CMT) services are as follows:

26 5.1.1.1 Increase collaboration among Contractor Partner Agencies by
27 meeting on a weekly basis to effectively coordinate PARTICIPANT services;

28 5.1.1.2 Encourage family attendance and participation in determining

1 their service needs;

2 5.1.1.3 Increase and facilitate resource linkages;

3 5.1.1.4 Improve individual and family functioning;

4 5.1.1.5 Decrease duplication of PARTICIPANT services; and

5 5.1.1.6 Foster the collaboration between the community, service
6 providers, and FRCs to address the needs of children and families.

7 5.1.2 The CMT consists of an integrated multidisciplinary team, comprised of
8 three (3) or more persons, trained and qualified to provide services. The CMT is responsible for
9 identifying the educational, health, or social service needs of a child, and child's family, and for
10 developing a plan to address these multiple needs as identified in Welfare and Institutions Code
11 section 18986.40. Participants of the CMT shall include FaCT funded and non-FaCT funded
12 representatives and subcontractors that would benefit the family.

13 5.1.3 City and Contractor Partner Agencies shall jointly provide CMT services
14 for a minimum of seventy-five (75) unduplicated FAMILIES annually. FRC CMT services
15 include, but are not limited to: identifying the educational, health, or social service needs of a child
16 and child's family; developing a plan to address these multiple needs; weekly reviews; team
17 assessment; arranging and coordinating appropriate services; monitoring effectiveness of services;
18 evaluating the outcome of services; and assigned clinician/intern, in conjunction with appropriate
19 partners, will utilize clinical skills and knowledge of the community in order to access resources
20 that are best suited to PARTICIPANT's needs. FRC CMT services shall include, but are not
21 limited to, the following components:

22 5.1.3.1 Assessment: The CMT Clinical Supervisor, based on input from
23 the CMT, shall complete an assessment of PARTICIPANTS' strengths and needs and community
24 resources available to PARTICIPANT.

25 5.1.3.2 Individual Treatment Plan: On the basis of the assessment in
26 Subparagraph 5.1.3.1, the CMT shall jointly develop an individualized treatment plan with the
27 PARTICIPANT that identifies priorities; desired outcomes; strategies; and resources to be used in
28 attaining the outcomes; follow up; and termination.

1 5.1.3.3 Reassessment: The CMT Clinical Supervisor and CMT shall
2 jointly reassess the PARTICIPANT's status, with input from Contractor Partner Agencies, in a
3 weekly clinical review of cases. CMT meetings shall provide weekly evaluations and assessment
4 for PARTICIPANTS.

5 5.1.3.4 Termination: The CMT Clinical Supervisor and CMT shall
6 jointly terminate the case from the CMT when the desired outcomes have been attained, the
7 PARTICIPANT is non-compliant, or the PARTICIPANT withdraws.

8 5.1.4 City and Contractor Partner Agencies shall jointly provide CMT services
9 continuously throughout the term of this Agreement. CMT meetings shall be scheduled a
10 minimum of one (1) day per week for a minimum of one (1) hour in duration. The CMT Clinical
11 Supervisor shall facilitate CMT meetings. CMT meetings shall be held at the FRC or other
12 mutually agreed upon location, in an appropriate, private, and confidential space.

13 5.1.5 City shall complete the CMT Tracking and Outcomes Log as well as the
14 required forms referenced in Subparagraph 4.16 of this Exhibit.

15 5.1.6 City shall provide qualified CMT Clinical Supervisor staff, as specified in
16 Subparagraph 15.2 of this Exhibit.

17 5.2 Counseling Services (City and HO)

18 5.2.1 The objectives of Counseling Services are as follows:

19 5.2.1.1 Increase PARTICIPANT's coping skills;

20 5.2.1.2 Stabilize immediate crisis;

21 5.2.1.3 Increase access to social support systems;

22 5.2.1.4 Facilitate linkages to appropriate and needed treatment
23 programs (e.g., domestic violence, substance abuse, mental health, etc.);

24 5.2.1.5 Reduce risk of violence, abuse, and/or neglect in the home; and

25 5.2.1.6 Improve individual and family functioning.

26 5.2.2 City and HO shall utilize evidence-based practices to provide Crisis,
27 Individual, Family, and Group Counseling Services for a minimum of two hundred fifty (250)
28 sessions annually. A completed session of any modality shall be counted as one (1) session

1 regardless of number of PARTICIPANTS. A session shall be defined as a minimum of fifty (50)
2 minutes in length.

3 5.2.3 City and HO Counseling Services shall be held at the FRC, schools, or other
4 mutually agreed upon community location, in an appropriate, private, and confidential space and
5 be provided to low income, high risk PARTICIPANTS who are not Medi-Cal eligible and who
6 may be experiencing an immediate crisis that is disrupting their level of functioning.

7 5.2.4 Service Requirements per Modality:

8 5.2.4.1 Crisis Counseling Services (HO): The duration of Crisis
9 Counseling Services shall consist of a minimum of one (1) session and a maximum of three (3)
10 sessions for each PARTICIPANT. HO Crisis Counseling Services shall provide a brief term
11 therapeutic approach to include, but not be limited to, assessing the immediate crisis/trauma,
12 helping the PARTICIPANT identify and develop coping strategies, identifying the factors that led
13 to the crisis state, and restoring the PARTICIPANT to their previous level of functioning. HO
14 shall complete a clinical assessment around level of crisis stabilization at the end of service and a
15 transfer to additional counseling modalities may be offered as deemed necessary and clinically
16 indicated.

17 5.2.4.2 Individual Counseling Services (City and HO): City and HO
18 shall provide Individual Counseling Services for a minimum of four (4) sessions and a maximum
19 of twenty (20) sessions, for each PARTICIPANT. Individual Counseling sessions shall be offered
20 to PARTICIPANTS on a weekly basis. PARTICIPANTS shall receive counseling services to
21 strengthen their ability to improve individual functioning, explore healthy personal goal(s), and
22 strengthen social-emotional growth. Individual Counseling Service topics shall include, but are
23 not limited to: reducing risk of violence, exploring the cycle of abuse, self-control, parenting
24 issues, victimization, depression, anxiety, social and communication skills, and self-care to cope
25 with stress. Services shall include prevention and intervention, a psychosocial assessment and
26 evaluation of the PARTICIPANT, and development of treatment goal(s) focused on needs and
27 strengths of the PARTICIPANT.

28 5.2.4.3 Family Counseling Services (HO): HO shall provide Family

1 Counseling Services for a minimum of four (4) sessions and a maximum of twenty (20) sessions,
2 for each FAMILY. Family Counseling sessions may be weekly or daily, based on
3 PARTICIPANTS' needs. Family Counseling Services shall include, but not be limited to:
4 assessing PARTICIPANT's needs; providing emotional support; stabilizing immediate crisis;
5 developing goals for PARTICIPANTS; addressing parenting issues, cycle of abuse, and
6 victimization; enhancing family dynamics; and making appropriate linkages to all needed
7 treatment programs and social support systems.

8 5.2.4.4 Group Counseling Services (City and HO): The duration of
9 Group Counseling Services shall consist of a minimum of four (4) group counseling series at a
10 minimum of sixty (60) minutes each, with a minimum of four (4) sessions and a maximum of
11 twenty (20) sessions per series, depending on PARTICIPANT'S availability and need.
12 PARTICIPANTS may join at any point in time and will be considered as having successfully
13 completed group counseling after having attended six (6) sessions. HO shall provide group
14 counseling services in a variety of topics, as appropriate for the PARTICIPANTS, including, but
15 not limited to: Women's Support Group, Stress and Anxiety Support Group, Grief and Loss
16 Support Group, Pre-Teen Support Group, social skills development, healthy relationships,
17 relaxation and stress reduction, communication, self-esteem, conflict resolution, Seeking Safety,
18 and A Window Between Worlds. Seeking Safety is an evidence-based modality for individuals
19 experiencing Post Traumatic Stress Disorder or trauma symptoms. A Window Between Worlds
20 uses an art curriculum as a tool for healing and empowerment to those who have experienced
21 violence and trauma.

22 5.2.5 City and HO shall provide counseling services during FRC operating hours.
23 City and HO may also schedule evening hours at the request of the PARTICIPANTS.

24 5.2.6 City and HO shall provide qualified, bilingual Counselor staff as specified
25 in Subparagraph 15.4 of this Exhibit. City and HO Counselor staff and/or designee, as approved
26 by ADMINISTRATOR, shall attend all FRC's CMT meetings.

27 5.3 Differential Response (HO)

28 The primary goal of DR Services is to engage a greater number of families in

1 services within the community without further child welfare intervention and, at the same time,
2 reduce the recurrence of child maltreatment.

3 5.3.1 The objectives of DR Services are as follows:

4 5.3.1.1 Support the family while in crisis;

5 5.3.1.2 Collaborate with the COUNTY social worker and the family to
6 devise a plan that identifies resources in an effort to protect the children and preserve the family;

7 5.3.1.3 Assess the family's needs, stabilize immediate crisis, and
8 increase coping skills and family cohesiveness;

9 5.3.1.4 Develop a treatment plan to address individual and family needs
10 to be offered for a minimum of thirty (30) days;

11 5.3.1.5 Provide in-home services, as needed, to address positive
12 parenting skills, discipline, child development, and child health and safety; and

13 5.3.1.6 Present DR cases at the CMT.

14 5.3.2 HO DR services shall focus on a family centered approach to: maintain
15 children safely in the home; reduce entry into the child welfare system; serve as a support to
16 families while in crisis; assess safety concerns and family's willingness to participate; team home
17 visit; comprehensive family assessment; develop an individualized, needs based, and collaborative
18 service plan; make referrals to community resources as appropriate; create linkage to assistance
19 with service receipt; provide ongoing support; engage in advocacy; provide case management;
20 provide ongoing tracking; follow up with family; provide assistance in accessing community
21 resources; work with DR COUNTY social worker(s) to ensure appropriateness of service plan in
22 meeting goals while protecting children; and refer to CMT, facilitate attendance, and include, at
23 the family's request, extended family, non-family, and community leaders such as
24 pastors/religious leaders as a long term support for family.

25 5.3.3 HO shall provide DR Services during FRC operating hours. HO may also
26 schedule evening hours at the request of the PARTICIPANTS.

27 5.4 Family Support Services (City)

28 Family Support Services shall be provided to families with a minimum of two (2)

1 core service needs. Services are provided through a collaborative process that assesses, plans,
2 implements, coordinates, monitors, and evaluates the options and services required to meet
3 PARTICIPANT needs.

4 5.4.1 The objectives of Family Support Services are as follows:

5 5.4.1.1 Support effective coordination of services among service
6 providers;

7 5.4.1.2 Promote knowledge of, and provide linkages, to resources,
8 services, and opportunities to improve self-sufficiency; and

9 5.4.1.3 Support families in following through with recommended
10 services.

11 5.4.2 City shall provide Family Support Services for a minimum of one hundred
12 (100) unduplicated FAMILIES annually. Family Support Services are those services responsible
13 for assessing the strengths and meeting the multiple needs of a PARTICIPANT and family;
14 arranging, coordinating, monitoring, evaluating, and advocating for multiple services for families;
15 and linking PARTICIPANTS to resources, services, and opportunities. The Family Support
16 Advocate shall also teach and empower families to access community resources and strengthen
17 problem solving skills.

18 5.4.3 City shall provide Family Support Services continuously throughout the
19 term of this Agreement during FRC operating hours or on evenings as required by FAMILIES.
20 City shall provide Family Support Services for a minimum of thirty (30) days per FAMILY.

21 5.4.4 City shall provide Family Support Services in English and Spanish,
22 primarily at the FRC, in family's home, or at other community locations as agreed upon by
23 PARTICIPANT and FRC.

24 5.4.5 City shall provide qualified, bilingual Family Support Advocate staff as
25 specified in Subparagraph 15.5 of this Exhibit.

26 5.5 Information and Referral Services (City)

27 5.5.1 The objective of Information and Referral Services is to increase access to
28 community resources for families in need.

1 5.5.2 City shall provide Information and Referral Services to a minimum of one
2 thousand eight hundred twenty-four (1,824) PARTICIPANTS annually.

3 5.5.3 Services include an assessment of need and referral services, including, but
4 not limited to, the following: emergency housing, emergency food, counseling, child care,
5 substance abuse counseling and treatment, parenting education, utility assistance, health and
6 mental health treatment, education and job training, legal aid, and youth academic and recreation
7 services. Information and Referral Specialist shall collaborate with other community agencies by
8 receiving and referring PARTICIPANTS.

9 5.5.4 Information and Referral Specialist shall be stationed at the FRC reception
10 area as the first point of contact for walk-in and telephone/email inquiries during FRC operating
11 hours. Information and Referral Specialist shall follow-up with linked service provider to verify
12 linkages.

13 5.5.5 City shall track Information and Referral Services using the FRC Daily
14 Information and Referral Tracking Log to capture number of PARTICIPANTS served,
15 PARTICIPANT zip code, mode of contact (e.g., phone call, walk-in, internet), and service(s)
16 referred.

17 5.5.6 City shall provide qualified, bilingual Information and Referral Specialist
18 staff as specified in Subparagraph 15.7 of this Exhibit.

19 5.6 Parenting Education (City)

20 5.6.1 The objectives for Parent Education are as follows:

21 5.6.1.1 Provide social support;

22 5.6.1.2 Enhance coping skills;

23 5.6.1.3 Improve knowledge of child development; and

24 5.6.1.4 Improve knowledge of appropriate and effective discipline.

25 5.6.2 City shall provide evidence-based parenting curriculum as listed on the
26 California Evidence Based Clearinghouse website (CEBC4CW.org). Elements of an effective
27 parenting education program shall improve parenting skills and family functioning by teaching
28 parents/caregivers about child development (e.g., developmental expectations), behavior

1 management (e.g., discipline techniques), and coping skills (e.g., communication and stress
2 management). As applicable, parenting education emphasis shall be placed on the prevention of
3 recurrence of maltreatment and/or shall address attachment, bonding, and traumatic loss issues.

4 5.6.3 City shall provide Parenting Education services for a minimum of thirty-
5 two (32) unduplicated PARTICIPANTS annually and Supportive Father Involvement (SFI)
6 services for a minimum of twenty (20) unduplicated PARTICIPANTS annually.

7 5.6.4 City shall provide a minimum of four (4) Parenting Education series
8 annually with a minimum duration of six (6) weeks each series and a minimum of two (2) SFI
9 series with a minimum duration of sixteen (16) weeks.

10 5.6.4.1 City shall utilize Active Parenting, an evidence-based Parenting
11 curriculum to provide Parenting Education Services to parents of children ages five (5) to
12 seventeen (17). Active Parenting teaches parents skills to help them modify problem behaviors
13 exhibited by their children. In this course, PARTICIPANTS have the opportunity to learn various
14 skills and teaching strategies, such as recognizing good behavior, re-directing misbehavior, and
15 handling anger. In addition, Active Parenting teaches the value of family meetings, provides
16 coping skills for parents, and gives resources to parents on how to teach coping skills and social
17 skills to their children.

18 5.6.4.2 City shall utilize SFI, an evidence-based, structured, and
19 interactive 32-hour curriculum focused on couple relationship. SFI sessions focus on the following
20 domains: individual characteristics of the parents; parent-child relationship quality and couple or
21 co-parenting relationship quality; generational expectations and family patterns; and external
22 influences, such as employment, environmental stressor, and social supports.

23 5.6.5 Parenting Education services shall be provided continuously during the
24 term of this Agreement at dates and times convenient for PARTICIPANTS. Services shall be
25 offered at the FRC, schools, and other community locations as needed and approved by
26 ADMINISTRATOR.

27 5.6.6 City shall ensure completion of required paperwork when providing
28 parenting education to PARTICIPANTS receiving child welfare services, including, but not

1 limited to, verification of attendance, issuance of certificates of completion, and verbal and/or
2 written reports to COUNTY social workers.

3 5.6.7 City shall provide parenting education in English and Spanish.

4 5.6.8 City shall provide parenting instructors that are trained and certified to
5 provide the selected evidence-based curriculum.

6 5.7 Personal Empowerment Program (Certified Domestic Violence Prevention and
7 Treatment Education Program) (IH)

8 5.7.1 The objectives of Personal Empowerment Program (PEP) are as follows:

9 5.7.1.1 Raise awareness of the various types of domestic violence and
10 its short and long term effects;

11 5.7.1.2 Develop or enhance safety plan for domestic violence victims;

12 5.7.1.3 Increase victim's understanding of the effects domestic violence
13 has on children; and

14 5.7.1.4 Promote safety and permanency in homes and communities
15 through prevention efforts aimed at child abuse and domestic violence.

16 5.7.2 IH shall provide PEP services to a minimum of forty-five (45) unduplicated
17 PARTICIPANTS annually.

18 5.7.3 PEP services shall be an evidence-based ten (10) week educational support
19 program designed to help victims break the cycle of domestic violence through education on the
20 dynamics of domestic violence, effects of violence on victims and their children, and to help
21 victims protect children who live in domestic violence homes. Topics shall include, but not be
22 limited to, safety planning, boundaries, anger management, legal aspects of domestic violence,
23 working through denial, and maintaining healthy relationships.

24 5.7.4 IH shall provide PEP services throughout the term of this Agreement.

25 5.7.5 During the entire term of this agreement, PEP providers must be approved
26 by the PEP Program Collaborative of Orange County.

27 5.7.6 IH shall offer PEP services at the FRC and other community locations at
28 dates and times convenient for PARTICIPANTS and as approved by ADMINISTRATOR. IH

1 may refer PARTICIPANTS to attend PEP services at any IH facilitated location that fits their
2 language preference and schedule availability.

3 5.7.7 PEP instructors shall administer the FaCT-approved pre/post measurement
4 tools and enter the results into the FaCT database.

5 5.7.8 IH shall ensure completion of required paperwork when providing PEP to
6 PARTICIPANTS receiving child welfare services, including, but not be limited to, verification of
7 attendance, issuance of certificates of completion, and verbal and/or written reports to COUNTY
8 social workers.

9 5.8 Other Services: Emergency Assistance (City)

10 5.8.1 The objective of Emergency Assistance (EA) services is to help stabilize
11 families in crisis due to inability to meet their basic needs with items, such as diapers, bus voucher,
12 baby formula, store vouchers and hygiene kits for FRC PARTICIPANTS.

13 5.8.2 City shall provide EA services, specified in Subparagraph 6.4 of this
14 Exhibit, for a minimum of fifty (50) unduplicated FAMILIES annually throughout the term of this
15 Agreement.

16 5.8.3 EA services shall include a Mobile Food Pantry Event that provides healthy,
17 supplemental food for families to ensure they have a stable food supply for their children.

18 5.8.3.1 City shall provide a minimum of one (1) Mobile Food Pantry
19 Event annually throughout the term of this Agreement. The Mobile Food Pantry Event shall be a
20 minimum of two (2) hours in duration.

21 5.8.3.2 Mobile Food Pantry Event services shall be offered during FRC
22 operating hours at times convenient to PARTICIPANTS as determined by community needs.

23 5.8.4 City shall provide EA services primarily at the FRC and other community
24 locations, as needed. Services shall be offered during FRC hours of operation or at dates and times
25 convenient for the PARTICIPANTS.

26 5.9 Other Services: Out-of-School-Time Programs (City)

27 5.9.1 City shall provide Out of School Time (OST) services to children ages
28 thirteen (13) to eighteen (18) years old that focuses on educational, volunteer, and leadership

1 opportunities

2 5.9.2 City shall provide OST services to a minimum of twenty (20) unduplicated
3 PARTICIPANTS annually throughout the term of this Agreement.

4 5.9.3 OST services shall include ten (10) educational workshops annually,
5 including, but not limited to, the following topics: self-esteem, body image, healthy eating,
6 college/higher education information, substance abuse, healthy relationships, and cyber bullying.

7 5.9.4 City shall provide a minimum of four (4) volunteer opportunities annually
8 for OST PARTICIPANTS. Each volunteer event shall be two (2) to four (4) hours in duration.

9 5.9.5 OST group meetings shall be held bi-monthly at the FRC and include
10 leadership training, information about upcoming workshops, and volunteer opportunities.

11 5.10 Other Services: Strengthening Family Workshops (City)

12 5.10.1 City shall provide four (4) Strengthening Family Workshops to parents
13 and/or caregivers of children ages birth to eighteen (0-18) years old and youth ages thirteen (13)
14 to eighteen (18) years old.

15 5.10.2 City shall provide Strengthening Family Workshops for a minimum of
16 thirty (30) unduplicated PARTICIPANTS annually.

17 5.10.3 Strengthening Family Workshops may include, but not be limited to, topics
18 such as how to strengthen family relationships, healthy communication, building self-esteem,
19 coping skills, and connecting to community and social supports.

20 5.10.4 City shall provide a minimum of four (4) Strengthening Family Workshops
21 annually.

22 5.11 Other Services: Individualized Education Plan Consultations (TASK)

23 5.11.1 The objectives of Individualized Education Plan (IEP) Consultations are to
24 meet with families of children with disabilities and/or at-risk students ages birth to eighteen (0-18)
25 years old to answer questions or provide guidance, awareness, or education about their child's IEP.

26 5.11.2 TASK shall provide IEP Consultations at the FRC for a total of four (4)
27 hours per week during FRC operating hours throughout the term of this Agreement. TASK shall
28 provide IEP Consultations for a minimum of forty-eight (48) unduplicated PARTICIPANTS

1 annually.

2 5.12 Other Services: Special Education Workshops (TASK)

3 5.12.1 TASK shall provide Special Education Workshop services to families of
4 children ages birth to twelve (0-12) years old and youth ages twelve (12) to eighteen (18) years
5 old who have a diagnosed or suspected disability of any kind. Workshop services on special
6 education topics shall include, but not be limited to: Basic Rights, The Assessment Process,
7 Navigating IEP, and Effective Communication Skills.

8 5.12.2 TASK shall provide ten (10), two-hour workshops to a minimum of thirty
9 (30) FAMILIES at the FRC.

10 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

11 In addition to providing the services described in Paragraph 5 of this Exhibit,
12 CONTRACTOR agrees to:

13 6.1 Provide a minimum of three (3) non-FaCT funded onsite services throughout the
14 term of this Agreement.

15 6.2 Provide ADMINISTRATOR a bi-annual detailed marketing plan for each
16 contracted service, and revise, if necessary, as requested by ADMINISTRATOR.

17 6.3 Actively engage the community, including local residents, faith-based groups,
18 businesses, public and private organizations, civic groups, and others in the planning and
19 implementation of services that promote the well-being, safety, and permanency of children,
20 families, and communities.

21 6.4 CONTRACTOR shall use EA funds to meet the basic needs of PARTICIPANTS
22 in support of services as described herein. Allowable costs include emergency food, emergency
23 clothing, diapers, medicine, bus tickets to access services, safety items, one-time rent payment
24 assistance, and one-time utility payment assistance. Other allowable costs are to be approved in
25 advance and in writing by ADMINISTRATOR. All purchases from EA funds in excess of one
26 hundred (\$100) dollars per PARTICIPANT must be requested in advance and in writing for
27 approval by ADMINISTRATOR. CONTRACTOR shall research available community resource
28 options prior to approving expenditures.

1 6.5 Develop and maintain a Governance Structure document outlining resource
2 sharing, accountability, decision-making strategies, and conflict resolution plan. The Governance
3 Structure shall include, but not be limited to, the addition and/or deletion of any Contractor Partner
4 Agency and/or subcontractor(s), ongoing community input and involvement, and voting quorum
5 (including what constitutes a quorum). FRC shall review and submit governance structure to
6 ADMINISTRATOR by August 1st of each subsequent COUNTY fiscal year.

7 6.6 Develop a CEAC that shall meet a minimum of quarterly during the term of this
8 Agreement. CEAC shall develop and advance a community agenda to affect community level
9 change. The FRC will maintain a roster and a copy of minutes for all CEAC meetings. The
10 composition of CONTRACTOR's CEAC shall vary, depending on the specific goals of, and the
11 services to be provided by the FRC. CEAC shall consist of community members such as parents,
12 youths, teachers, school community liaisons, businesses professionals, religious community
13 leaders, law enforcement, human and health service professionals, and city representatives. On an
14 annual basis, CEAC shall assess, survey, and identify community strengths and needs to advocate
15 for FRC services to meet community need; develop parent and youth leadership; and engage
16 business community to provide tangible support and leadership. CEAC shall enlist broad
17 community support and advocacy for the FRC by fundraising for the FRC and hosting events. A
18 minimum of five hundred dollars (\$500) shall be allocated to the CEAC within the FRC budget
19 for the purposes of its members to use for planning events, and other activities as deemed necessary
20 by the CEAC committee. City shall provide a qualified Community Engagement Coordinator staff
21 as specified in Subparagraph 15.3 of this Exhibit.

22 6.7 Follow procedures provided by ADMINISTRATOR for reporting any special
23 incidents that occur during CONTRACTOR's performance of duties under this Agreement,
24 involving CONTRACTOR's staff, PARTICIPANTS, and/or property.

25 6.7.1 City shall provide child care services at the FRC to children of parents
26 attending FRC programs during FRC operating hours, continuously throughout the term of this
27 Agreement, at dates and times convenient for PARTICIPANTS. Allowable costs include direct
28 child care services and purchases of cleaning supplies, snacks directly related to child care services,

1 activities, age appropriate toys, crafts, and games. Child care services shall be reimbursed based
2 on actual hours worked. City shall provide child care staff that are at least eighteen (18) years of
3 age; possess a high school diploma or equivalent; have one (1) year of child care experience;
4 possession of, or ability to obtain a valid Pediatric CPR and First Aid Certification prior to
5 providing child care duties; and ability to deal with stressful situations.

6 7. FACILITIES

7 7.1 Magnolia Park FRC is located at:

8 11402 Magnolia Street

9 Garden Grove, CA 92841

10 7.2 Administrative services under this Agreement shall be provided at Magnolia Park
11 FRC and:

12 City of Garden Grove

13 11222 Acacia Parkway

14 Garden Grove, CA 92840

15 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the
16 facility(ies) and location(s) where services shall be provided without changing COUNTY's
17 maximum obligation, referenced in Subparagraph 21.1 of this Agreement.

18 8. DATA ENTRY AND DATA SUBMISSION REQUIREMENTS

19 8.1 CONTRACTOR shall maintain data that includes the types and amounts of services
20 provided to each PARTICIPANT, assessment data, and key demographic items, including, but not
21 limited to: family identifier, family member identifier, ethnicity, date of birth, sex, referral
22 reason(s), services recommended, services provided, date service delivery begins, date service
23 delivery ends, status indicators [e.g., previous abuse reports, existing health problems], and
24 primary language spoken as determined by ADMINISTRATOR.

25 8.2 City shall be responsible for the integrity of all data. This includes ensuring all
26 required PARTICIPANT and service data is entered and maintained in the FaCT database. Data
27 for services incurred in the preceding month shall be available for review prior to the date of the
28 regularly scheduled monthly steering committee meeting, or as requested by ADMINISTRATOR.
Data includes monthly service grids, quarterly assessment reports, and other reports as required by

1 ADMINISTRATOR.

2 8.3 FaCT utilizes a model developed by the Center for the Study of Social Policy called
3 “Strengthening Families” to frame outcomes and evaluation data. This model, which has been
4 identified as preventing child abuse and neglect identifies the following five (5) protective factors:

5 8.3.1 Provide concrete support in times of need;

6 8.3.2 Increase parental resilience;

7 8.3.3 Increase knowledge of parenting and child development;

8 8.3.4 Support the social and emotional competence of children; and

9 8.3.5 Build parents’ social connections.

10 8.4 Services provided at the FRC fall under one (1) or more of the protective factors.
11 FaCT core services have their own measurement tool that shall be administered and used to collect
12 data and entered into the FaCT database. The current FaCT database system is a web-based
13 PARTICIPANTS management system, managed by FaCT and its administrative contractor, which
14 provides contractual and outcome based reporting for each FRC. FRCs shall work closely with
15 ADMINISTRATOR to maximize utility and adhere to confidentiality within the data system.
16 FaCT shall provide technical assistance and training to the FRCs to ensure strong data collection
17 and outcome reporting.

18 8.5 Direct service staff shall be responsible for entering PARTICIPANT service and
19 outcome data for FaCT funded services into the FaCT database. These include, but are not limited
20 to, the following:

21 8.5.1 CMT Facilitator shall administer, collect, and enter the CMT tracking and
22 assessment tool;

23 8.5.2 Family Support Advocate shall administer, collect, and enter the Family
24 Development Matrix Tool(s);

25 8.5.3 Parenting Educator shall administer, collect, and enter the Parenting
26 Education Survey; and

27 8.5.4 Direct service provider shall administer, collect, and enter the Registration
28 Form.

1 8.6 In addition to the FaCT Registration form and/or FaCT Large Group Tracking form,
2 the following assessment tool(s) required for each core service include:

Core Service	Required Assessment Tool(s)
CMT	CMT Tracking & Outcomes Log
Information & Referral Services	Information & Referral Tracking Log
Family Support Services	Family Development Matrix
Counseling Services	Protective Factors Counseling Survey
Parenting Education	Protective Factors Parenting Survey
Personal Empowerment Program	PEP Pre/Post Test

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8 8.7 The FRC Coordinator is responsible for ensuring data integrity and accurate data
9 collection. FRC Coordinator shall also ensure that the data is entered correctly into the FaCT data
10 system and within timelines required by ADMINISTRATOR. Contractor Partner Agencies are
11 responsible for their own staff data collection, ensuring data integrity, and accurate submission to
12 the FRC Coordinator.

13 8.8 FRCs can administer COUNTY-approved measurement tools (e.g., tracking logs,
14 pre/post-tests, satisfaction surveys, etc.) to collect data on other services. ADMINISTRATOR
15 shall provide CONTRACTOR a minimum of ten (10) business day notice in the event a
16 measurement tool is changed.

17 8.9 The COUNTY measurement tools, referenced in Subparagraph 4.16 of this Exhibit
18 are subject to change based on program and evaluation needs as defined by ADMINISTRATOR.

19 9. REPORTS

20 CONTRACTOR shall prepare and submit written reports in a format approved in writing
21 by ADMINISTRATOR. Written reports include the Quarterly Assessment Report and the
22 Monthly Service Grid.

23 9.1 Monthly Service Grid Reports shall be submitted to ADMINISTRATOR by the
24 twentieth (20th) day of each month for the preceding month of services. In the event the twentieth
25 (20th) calendar day falls on a weekend or COUNTY holiday as specified in Subparagraph 3.2 of
26 this Exhibit, CONTRACTOR shall submit the Monthly Service Grid the next business day.

27 9.2 CONTRACTOR shall complete the FaCT standardized Marketing Outreach Log
28 and CEAC Data Form, and shall submit to ADMINISTRATOR quarterly, ten (10) calendar days
following the end of each quarter.

1 9.3 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any state-required reports related to the services provided under
3 this Agreement.

4 10. GOALS AND OUTCOME OBJECTIVES

5 10.1 A minimum of ninety percent (90%) of counseling PARTICIPANTS will complete
6 a pre and post-test.

7 10.2 Family Support Advocate shall make efforts to contact one hundred percent (100%)
8 of PARTICIPANTS referred to CMT a minimum of three (3) business days prior to their scheduled
9 CMT to encourage attendance.

10 10.3 A minimum of ninety percent (90%) of participants receiving services at the FRC
11 will complete a FaCT FRC Satisfaction Survey.

12 11. UTILIZATION REVIEW

13 11.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least semi-
14 annually to review and evaluate a random selection of family case records. The review may
15 include, but is not limited to, an evaluation of the necessity and appropriateness of services
16 provided and length of services. FAMILY cases to be reviewed shall be randomly selected by
17 ADMINISTRATOR and may include both open and closed cases.

18 11.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR'S
19 facility referenced in Paragraph 7 of this Exhibit, with date and time determined at
20 ADMINISTRATOR'S discretion. ADMINISTRATOR may provide oral and/or written feedback
21 regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take
22 corrective action accordingly.

23 11.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Children and
24 Family Services staff representatives and/or ADMINISTRATOR's designee are unable to resolve
25 differences of opinion regarding the necessity and appropriateness of services and length of
26 services, the dispute shall be submitted to COUNTY's Director of Children and Family Services
27 for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under
28 Paragraph 42 of this Agreement.

1 12. SUSTAINABILITY

2 12.1 CONTRACTOR agrees to demonstrate, throughout the term of this Agreement, the
3 ability to integrate multiple public, private, and collaborative partner funding sources.

4 12.2 CONTRACTOR must provide measurable goals that demonstrate resource
5 leveraging and in-kind partnerships and/or grants based on service gaps and identified needs,
6 specific to the community.

7 12.3 CONTRACTOR agrees to work with ADMINISTRATOR in order to pursue long-
8 term sustainability of CONTRACTOR's FaCT collaborative programs. This includes, but is not
9 limited to, participation in the following:

10 12.3.1 Assessment of long-term need for and reasonableness of FaCT
11 collaborative programs;

12 12.3.2 Training programs developed by or for FaCT;

13 12.3.3 Outreach activities initiated by FaCT staff or FaCT committees, as mutually
14 agreed by CONTRACTOR and ADMINISTRATOR;

15 12.3.4 Research of other public/private funding sources and opportunities;

16 12.3.5 Pursuit of linkages with other partners, as appropriate; and

17 12.3.6 Development of marketing and community education materials as mutually
18 agreed upon by CONTRACTOR and ADMINISTRATOR.

19 12.4 CONTRACTOR agrees to cooperate in these efforts, as well as independently
20 pursue opportunities to improve sustainability of their collaborative program. Independent
21 activities may include activities identified above as well as grant writing and engaging in
22 collaborative agreements with other integrated service initiatives.

23 13. MEETINGS AND TRAININGS

24 13.1 CONTRACTOR shall ensure the FRC Coordinator participates in meetings of all
25 FaCT FRC Coordinators for the purpose of information sharing, joint problem solving,
26 identification of Best Practices, development of common approaches to case management and
27 intake, training, and other related matters. Meetings will occur a minimum of one (1) time per
28 month. ADMINISTRATOR will provide CONTRACTOR with detailed information regarding

1 meeting date(s) and location(s).

2 13.2 CONTRACTOR shall ensure appropriate CONTRACTOR staff participates in all
3 required trainings and/or meetings as identified by ADMINISTRATOR. ADMINISTRATOR will
4 provide CONTRACTOR with detailed information regarding training/meeting date(s) and
5 location(s).

6 13.3 Trainings eligible for reimbursement through this Agreement must be approved in
7 advance, in writing, by ADMINISTRATOR.

8 13.4 At the request of ADMINISTRATOR, CONTRACTOR shall attend trainings
9 presented or sponsored by COUNTY.

10 14. BUDGET

11 14.1 For the three (3) COUNTY fiscal years (July 1 through June 30) included during
12 the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of
13 this Agreement shall not exceed \$900,000.

14 14.2 In the event ADMINISTRATOR reduces the maximum obligation as stated in
15 Subparagraph 21.1 of this Agreement, CONTRACTOR and ADMINISTRATOR may mutually
16 agree in writing to proportionately reduce the service goals as set forth in this Exhibit.

17 14.3 The budget specified in Subparagraph 14.4 below shall be for the period of July 1,
18 2020, through June 30, 2023. Each period shall be defined as follows:

19 14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

20 14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

21 14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

22 14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set
23 forth as follows:

<u>FRC Services</u>	<u>YEAR ONE</u>	<u>YEAR TWO</u>	<u>YEAR THREE</u>
Direct Service Costs ⁽¹⁾	\$ 299,288	\$ 299,288	\$ 299,288
Indirect Costs ⁽²⁾	\$ 712	\$ 712	\$ 712
TOTAL MAXIMUM OBLIGATION:	\$ 300,000	\$ 300,000	\$ 300,000

24
25
26
27 ⁽¹⁾ Direct Service Costs are costs that are incurred and specifically allocable to the
28 provision of services identified in this Agreement. Employee Benefits include contributions to

1 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability
2 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax,
3 and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued
4 vacation time payout, for a separated employee, limited to the actual vacation time accrued during
5 the fiscal year in which the expense is claimed, minus the actual vacation time used by the
6 employee during said fiscal year.

7 (2) Indirect Costs are costs that are incurred for an organization's common objectives and
8 that cannot be readily identified with a particular final cost objective.

9 14.5 For the purpose of meeting specific program needs, CONTRACTOR may request
10 to reallocate funds between budgeted line items by utilizing a Budget Modification Request form
11 provided by ADMINISTRATOR, which shall include a justification narrative specifying the
12 purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact
13 as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance
14 written approval from ADMINISTRATOR for any Budget Modification Request prior to
15 implementation. Failure to obtain advance written notice approval for any proposed Budget
16 Modification Request may result in disallowance of reimbursement for those costs.

17 14.6 In the event CONTRACTOR identifies savings within their budget,
18 CONTRACTOR shall prioritize and utilize funding to meet the service requirements identified in
19 Paragraph 5 of this Exhibit before adding new services and/or programming.

20 14.7 In the event the budget shown in Subparagraph 14.4 of this Exhibit is modified, the
21 modified budget shall remain in effect for the remainder of the fiscal year, unless superseded by
22 subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR.
23 For example, if Budget Modification #1 is approved on August 15, 2020, the modified budget will
24 remain in effect until Budget Modification #2 is requested and approved in writing.

25 15. STAFF

26 CONTRACTOR shall provide the following described staff positions continuously
27 throughout the term of the Agreement:

28 ///

Position	FTE ⁽¹⁾	Maximum Hourly Rate ⁽²⁾
CMT Clinical Supervisor	0.075	\$70.00
Community Engagement Coordinator	0.50	\$20.22
Counselor	0.80	\$27.00
Family Support Advocate	1.00	\$12.00 ⁽³⁾
FRC Coordinator	1.00	\$20.00 ⁽⁴⁾
Information and Referral Specialist	1.00	\$16.70

⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

⁽²⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

⁽³⁾ The remainder of the position's hourly rate will be supplemented by the City to meet California's minimum wage requirement.

⁽⁴⁾ The remainder of the position's hourly rate will be supplemented by the City.

15.1 Recruitment Practices

15.1.1 CONTRACTOR shall use a formal recruitment plan, which complies with federal and State employment and labor regulations. CONTRACTOR shall hire staff with the education, language skills, and experience necessary to appropriately perform all functions as described in this Agreement.

15.1.2 CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72) hours of any staffing vacancies or filling of vacant positions that occur during the term of this Agreement. For resignations, CONTRACTOR's notification shall include employee's name, position title, date of resignation, a description of planned recruitment activities, and the CONTRACTOR's contingency plan to cover services during the vacancy. For new hires, CONTRACTOR's notification shall include candidate's resume or application, position title, and date of hire.

15.1.3 The number of direct service bilingual staff proposed should include how

1 staffing will meet the needs of the community to be served.

2 15.1.4 CONTRACTOR may be required to submit employer's bilingual
3 certification criteria and/or test results to ADMINISTRATOR.

4 15.2 CMT Clinical Supervisor (City)

5 15.2.1 Duties: A licensed clinician shall facilitate case management team group
6 process, ensure thorough assessment and linkages for families to resources, and ensure team and/or
7 staff members follow up on all mandated reporting requirements. Responsibilities include, but are
8 not limited to: verify and track attendance of required CMT members; ensure PARTICIPANT
9 confidentiality/release forms are signed by PARTICIPANT and CMT members; review the laws
10 of confidentiality and child and elder/dependent adult abuse reporting on an annual basis, and
11 ensure compliance for each case presented; ensure all CMT cases conferenced are multiple needs
12 cases (i.e., not just information and referral); facilitate weekly review of CMT cases, including a
13 thorough assessment of needs, treatment plan, follow up plan, and termination; provide and
14 coordinate ongoing cross-training to CMT on clinical training needs; ensure families are invited
15 to the CMT meetings; maintain weekly case logs and registration forms for each case conferenced
16 at CMT; complete standardized CMT assessment tools, ensuring COUNTY required CMT data is
17 accurately entered into FaCT database; and actively engage new collaborative partners and/or
18 other COUNTY agency representatives to conference cases that would benefit families.

19 15.2.2 Qualifications: A Licensed Clinical Social Worker, Marriage and Family
20 Therapist, or Licensed Clinical Psychologist. A minimum of one (1) year of group/meeting
21 facilitation experience and proficiency in English is required.

22 15.3 Community Engagement Coordinator (City)

23 The Community Engagement Coordinator shall not be a current member of the
24 CEAC.

25 15.3.1 Duties: To assist in advocacy for the expansion of the FRC CEAC and
26 Youth Action Council programs and activities focusing on issues that affects the health, well-
27 being, and public safety of residents in the FRC community. Oversee community organizing,
28 volunteer recruitment and training, problem solving, and developing and implementing an

1 outreach plan. In addition, support the efforts of local programs to explore donation and service
2 opportunities for the FRC; develop and promote FRC volunteer project activities; develop and
3 maintain regular contact with community organizations; coordinate and communicate with FRC
4 Coordinator, attend all required meetings and trainings, administer FaCT-approved measurement
5 tools, and enter the results into the FaCT database.

6 15.3.2 Qualifications:

7 Option One (1): An Associate's degree or sixty (60) college units in human
8 services or related field from an accredited college/university; one (1) year of experience,
9 including leadership/supervisory experience, providing direct services to the target population;
10 capable of relating well to individuals from diverse backgrounds, cultures, varied income, and
11 education levels; and computer competency. Proficiency in English is required. Based on
12 community need, bilingual proficiency may be required; or

13 Option Two (2): Three (3) years of experience, including one (1) year of
14 leadership/supervisory experience, providing direct services to the target population; capable of
15 relating well to individuals from diverse backgrounds, cultures, varied income, and education
16 levels; and computer competency. Proficiency in English is required. Based on community need,
17 bilingual proficiency may be required.

18 15.4 Counselor (City and HO)

19 15.4.1 Duties: The counselor shall: provide therapy, including assessment,
20 treatment planning, termination, and documentation; communicate applicable case related
21 information to SSA staff, as requested; and complete FaCT designated measurement tools and
22 enter all required data into the FaCT database.

23 15.4.2 Qualifications: Licensed clinician or an intern registered with the State of
24 California Department of Consumer Affairs, Board of Behavioral Sciences (BBS). All interns
25 must be receiving direct clinical supervision in accordance with BBS requirements. Proficiency
26 in English is required. Based on community need, bilingual proficiency may be required.

27 15.5 Family Support Advocate (City)

28 15.5.1 Duties: Responsible for serving all Family Support Services referrals.

1 Services shall include, but not limited to: assessing family strengths and needs; linkages to
2 resources; case planning; in-home services; communicating applicable case related information to
3 SSA staff, as requested; compiling and maintaining records; preparing reports; presenting cases at
4 CMT meetings; completing FaCT designated measurement tools and entering all required data
5 into the FaCT database; and attending all required FaCT meetings and trainings.

6 15.5.2 Qualifications:

7 Option One (1): Bachelor's degree in human services or related field from
8 an accredited university. Proficiency in English is required. Based on community need, bilingual
9 proficiency may be required; or

10 Option Two (2): A minimum of three (3) years of experience providing
11 direct services to the target population. Proficiency in English is required. Based on community
12 need, bilingual proficiency may be required.

13 15.6 FRC Coordinator (City)

14 15.6.1 Duties: FRC Coordinator's work schedule shall be consistent with FRC
15 operating hours and their workspace shall be located at the FRC. Perform a variety of
16 administrative functions, including: coordinate service providers; supervise FRC staff; oversee the
17 day-to-day operation of the FRC; compile statistical and financial data for various reports;
18 facilitate community involvement in the CEAC; coordinate governance and policy procedure
19 development; coordinate training opportunities for staff; prepare and monitor program budget;
20 perform outreach to community businesses and schools; market FRC services within the
21 community; initiate outreach to new partners and service providers; address public inquiries
22 regarding services, procedures, operations and regulations; facilitate FRC partners and staff
23 meetings and ensure completion of meeting minutes; complete all required documentation; attend
24 required FaCT meetings and trainings; and perform related duties as assigned.

25 15.6.2 Qualifications:

26 Option One (1): Bachelor's degree (Master's degree preferred) in social
27 work, sociology, psychology, or related field from an accredited university and two (2) years of
28 experience providing direct services to the target population; capable of relating well to individuals

1 from diverse backgrounds, cultures, varied income, and education levels; leadership and/or
2 supervisory experience; ability to work successfully in a collaborative environment; attention to
3 detail; and computer competency. Proficiency in English is required. Based on community need,
4 bilingual proficiency may be required; or

5 Option Two (2): A minimum of five (5) years of experience providing direct
6 services to the target population; capable of relating well to individuals from diverse backgrounds,
7 cultures, varied income, and education levels; leadership and/or supervisory experience; ability to
8 work successfully in a collaborative environment; attention to detail; and computer competency.
9 Proficiency in English is required. Based on community need, bilingual proficiency may be
10 required.

11 15.7 Information and Referral Specialist (City)

12 15.7.1 Duties: Responsible for responding to walk-in, call-in, and referred
13 PARTICIPANTS seeking community resources. Assess PARTICIPANTS's immediate needs and
14 make referrals to appropriate resources. Administer FaCT-approved tracking tool and enter results
15 into the FaCT database.

16 15.7.2 Qualifications: High school diploma or equivalent, one (1) year of customer
17 service experience working directly with the public, and computer competency (i.e., knowledge
18 and ability to use computers and related technology). Proficiency in English is required. Based
19 on community need, bilingual proficiency may be required.

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MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, March 10, 2020

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

CONVENE CLOSED SESSION

At 6:05 p.m., Mayor Jones convened Closed Session in the Founders Room.

ROLL CALL PRESENT: (6) Council Members Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen, Mayor Jones

 ABSENT: (1) Council Member Klopfenstein

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None

CLOSED SESSION MATTERS

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

ADJOURN CLOSED SESSION

At 6:20 p.m., Mayor Jones adjourned Closed Session.

CONVENE REGULAR MEETING

At 6:35 p.m., Mayor Jones convened the regular meeting in the Council Chamber with Council Members Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen present.

INVOCATION

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

RECOGNITION OF THE ORANGE COUNTY FIRE FIGHTER OF THE YEAR, FORMER GARDEN GROVE FIRE FIGHTER, JOHN BARANGER, AS PRESENTED BY OCFA CHIEF ROBERTS

COMMUNITY SPOTLIGHT IN RECOGNITION OF PERRY'S PIZZA, A GARDEN GROVE LOCAL TRADITION SINCE 1974 FAMOUS FOR THEIR SICILIAN STYLE PIZZA

UPDATE ON REGIONAL HOUSING NEEDS ASSESSMENT (RHNA) MANDATED BY STATE LAW AND THE IMPACT TO GARDEN GROVE AS PRESENTED BY LISA KIM, ASSISTANT CITY MANAGER (F: H-20.1)

ORAL COMMUNICATIONS

Speakers: Beatrice Rodriquez, Nicholas Dibs

RECESS

At 7:18 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:20 p.m., Mayor Jones reconvened the meeting in the Council Chamber with Council Members Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen present.

ADOPTION OF A PROCLAMATION CELEBRATING THE MONTH OF MARCH AS WOMEN'S HISTORY MONTH (F: 83.1)

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

A Proclamation celebrating the month of March as Women's History Month, be adopted.

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

Ayes: (6) Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen,
Jones
Noes: (0) None
Absent: (1) Klopfenstein

RECEIVE AND FILE THE 2019 ANNUAL PROGRESS REPORT ON THE STATUS OF THE GENERAL PLAN (F: 20.2)

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

The 2019 Annual Progress Report on the status of the General Plan be received and filed; and

Staff be authorized to transmit the annual report to the Governor's Office of Planning and Research, and the California Department of Housing and Community Development.

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

Ayes: (6) Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen,
Jones
Noes: (0) None
Absent: (1) Klopfenstein

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON FEBRUARY 25, 2020
(F: VAULT)

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

Minutes from the meeting held on February 25, 2020, be received and filed.

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

Ayes: (6) Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen,
Jones
Noes: (0) None
Absent: (1) Klopfenstein

WARRANTS

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

Regular Warrants 659379 through 659532; 659533 through 659722; 659723 through 659930; Wires W2762 through W2778; W2780 through W2783; W659722 through W659930; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director; and

Payroll Warrants 183951 through 183976; Direct Deposits D361318 through D361928; and Wires W2674 through W2677; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

Ayes: (6) Brietigam, O'Neill, D. Nguyen, Bui, K. Nguyen,
Jones
Noes: (0) None
Absent: (1) Klopfenstein

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

Mayor Pro Tem O'Neill stressed that the City Council Members are working hard with State legislators, and are very involved with addressing the unfair mandate for meeting the Regional Housing Needs Assessment (RHNA) number of 19,000 units.

Council Member D. Nguyen commented on attending Art in the Park and expressed her appreciation for the talented Garden Grove students and thanked the Community Services staff for hosting the event. She wished her son a Happy 7th Birthday.

Council Member K. Nguyen asked for support for her bid to represent the 18th SCAG District that includes the Cities of La Palma, Cypress, and Garden Grove, on the Orange County Council of Governments Board. She stated that the election for the Board will be held on March 26, 2020, at 10:30 a.m. in Irvine, and she encouraged Council Members to support her by attending the meeting and voting. She pointed out the critical importance for the 2020 Census count, encouraging residents to count all of their household members. She noted how the Census count is critical for local government to be able to access funding from the State, and for a fair assessment of RHNA numbers. Northeast Garden Grove Little League had their 65th annual opening day this past weekend, and noted that she requested the City Manager's Office to assist her with locating sponsorships to help low income families who would like their kids to play in the league.

City Attorney Sandoval stated that there is no reportable action from closed session.

ADJOURNMENT

At 7:25 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting will be held on Tuesday, March 24, 2020, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. (*Action Item*) Date: 3/24/2020

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Payroll Warrant	3/19/2020	Warrants	Payroll_Warrant_Register_03-12-20.pdf
Regular Warrant	3/19/2020	Warrants	Warrants_3-4-20.pdf
Regular Warrant	3/19/2020	Warrants	3-24-20_AP_Warrant_03-11-2020.pdf

183977	MARITZA PIZARRO	2661.24	183978	JOSEPH M SCHWARTZ	2064.53
183979	RICK L DUVALI	689.86	183980	JUDITH A MOORE	1861.59
183981	DIANE BELAIR	1796.13	183982	ARMANDO HERRERA JR.	743.75
183983	JAKE P TRAN	721.46	183984	DARIEL TAPIA	471.06
183985	DOROTHY L DUATA	545.49	183986	MICHAEL F ROCHA	1961.95
183987	DAMIAN JESUS CHAVEZ	623.57	183988	ARTHUR J FLORES	2309.59
183989	EDWIN O THURMAN JR	1010.56	183990	DEANNA M CHUMACERO	1194.29
183991	AARON D DINH	386.61	183992	STEVEN E GOMEZ	769.10
183993	ARNULFO GUZMAN JR	402.85	183994	MYCHAELELLA J SIEVE	24.04
183995	JACOB THAOSATIEN	252.41	183996	SAMANTHA B VARGAS	192.30
183997	DANIEL A ZEMBOWER	198.32	183998	LINDA M MORIN	1989.52
183999	RUDY A ROCHA	417.05	184000	WILLIAM ALLISON	4201.58
184001	O.C.E.A. GENERAL	2327.20	184002	O.C.E.A.	1113.59
184003	COMMUNITY HEALTH CHARITI	45.00	184004	GARDEN GROVE POLICE ASSO	1600.00
D361927	CAROL E BECKLES	49.27	D361928	GEORGE S BRIETIGAM III	459.87
D361929	PHAT T BUI	157.56	D361930	STEVEN R JONES	303.55
D361931	STEPHANIE L KLOPFENSTEIN	228.00	D361932	DIEDRE THU HA NGUYEN	411.52
D361933	KIM B NGUYEN	413.05	D361934	JOHN R O'NEILL	445.07
D361935	STEVE R SOLORIO	45.52	D361936	PAMELA M HADDAD	1550.96
D361937	SHAWN S PARK	2233.02	D361938	SCOTT C STILES	6522.81
D361939	MARIA A STIPE	5287.18	D361940	MEENA YOO	2114.60
D361941	AMANDA M POLLOCK	1552.86	D361942	TERESA L POMEROY	3112.84
D361943	LIZABETH C VASQUEZ	2075.70	D361944	VERONICA AVILA	1909.35
D361945	JEFFREY P DAVIS	2050.53	D361946	NOELLE N KIM	1929.22
D361947	MISSY M MENDOZA	648.23	D361948	MARIE L MORAN	2468.07
D361949	ANA E PULIDO	3526.25	D361950	KRISTY H THAI	2199.42
D361951	SHAUNA J CARRENO	1924.28	D361952	VY D HO	1507.05
D361953	DANNY HUYNH	3549.11	D361954	VILMA C KLOESS	2337.88
D361955	IVY LE	1617.33	D361956	TAMMY LE	1380.03
D361957	LINDA MIDDENDORF	2483.87	D361958	MARIA A NAVARRO	2279.97
D361959	PHUONG VIEN T NGUYEN	2097.99	D361960	QUANG NGUYEN	2431.81
D361961	TINA T NGUYEN	2139.92	D361962	THYANA T PHI	2381.99
D361963	MARIA RAMOS	2215.95	D361964	TANYA L TO	1416.26
D361965	CUONG K TRAN	2065.82	D361966	ELAINE TRUONG	1532.24
D361967	THANH-NGUYEN VO	1532.22	D361968	SYLVIA GARCIA	1672.32
D361969	YUAN SONG	4433.91	D361970	KAREN M HARRIS	2771.41
D361971	CHRISTI C MENDOZA	897.44	D361972	TREVOR G SMOUSE	2135.47
D361973	JANET J CHUNG	2473.12	D361974	ANN C EIFERT	3021.46
D361975	MARGARITA A ABOLA	1761.07	D361976	MARY ANN M ALCANCIA	2730.68
D361977	MARISA ATIN RAMOS	1242.41	D361978	ROBERT W MAY	1144.43
D361979	SHAWNA A MCDONOUGH	1411.57	D361980	HEIDI Y MUNOZ	3040.10
D361981	SELAMAWIT NIGATU	2115.42	D361982	MY TRA VO	2026.39
D361983	LIGIA ANDREI	1596.84	D361984	ARIANA B BAUTISTA	1644.69
D361985	KAREN J BROWN	914.03	D361986	CORINNE L HOFFMAN	2239.87
D361987	JEFF N KURAMOTO	2628.39	D361988	CHELSEA E LUKAS	1556.70
D361989	EDWARD E MARVIN JR	1616.59	D361990	ANGELA M MENDEZ	1592.35
D361991	JENNIFER L PETERSON	1764.34	D361992	ANH PHAM	1578.62
D361993	EVA RAMIREZ	1865.20	D361994	ALEXIS B ROMERO	1847.07

**** PAGE TOTAL = 162884.70

D361995	HELEN E WHITTAKER DEGEN	781.51	D361996	JAIIME F CHAVEZ	1504.57
D361997	GARY F HERNANDEZ	1592.84	D361998	NEAL M MANALANSAN	1715.45
D361999	DANIEL J SANCHEZ	1577.04	D362000	SANDRA E SEGAWA	3365.06
D362001	ALANA R CHENG	3017.42	D362002	PAUL GUERRERO	2448.31
D362003	LISA L KIM	4709.48	D362004	JULIE A ASHLEIGH	1829.76
D362005	MICHAEL G AUSTIN	2347.70	D362006	RITA M CRAMER	2231.44
D362007	CHRISTOPHER J CRANDALL	2570.64	D362008	BRYSON T DAHLHEIMER	2025.14
D362009	DAVID A DENT	3913.48	D362010	TODD C HARTWIG	2536.69
D362011	RALPH V HERNANDEZ	2231.03	D362012	AARON J HODSON	2119.35
D362013	DONALD E LUCAS	2777.20	D362014	SVETLANA MOURE	2078.02
D362015	PHU T NGUYEN	3604.08	D362016	LORENA J QUILLA-SOULES	2644.24
D362017	PEDRO ROQUE	2229.74	D362018	MARCO A VALADEZ	967.80
D362019	CHRISTOPHER CHUNG	2597.92	D362020	PRIT J KASKLA	1821.48
D362021	HUONG Q LY	1852.90	D362022	LEE W MARINO	3963.08
D362023	MARIA L MARTINEZ	2431.87	D362024	MARIA C PARRA	2913.15
D362025	MONICA COVARRUBIAS	3271.16	D362026	GRACE E LEE	2162.50
D362027	AMEENAH ABU-HAMDIYYAH	1784.52	D362028	GREG BLODGETT	2993.16
D362029	ROY N ROBBINS	2812.14	D362030	TIMOTHY E THRONE	1865.20
D362031	MICHAEL C BOS	2023.57	D362032	DANIEL J CANDELARIA	4057.22
D362033	VINCENT L DE LA ROSA	2052.17	D362034	KAMYAR DIBAJ	1130.40
D362035	ALICIA M HOFER	1758.39	D362036	NICOLAS C HSIEH	2969.78
D362037	ROSEMARIE JACOT	2000.68	D362038	SHAN L LEWIS	2320.06
D362039	NAVIN B MARU	3388.30	D362040	JUAN C NAVARRO	2246.10
D362041	MICHAEL F SANTOS	3275.69	D362042	MARK P UPHUS	3514.09
D362043	JOSE A VASQUEZ	3312.54	D362044	ANA G VERGARA NEAL	2482.29
D362045	DAI C VU	3855.62	D362046	KHANG L VU	3009.31
D362047	CHRISTOPHER L ALLEN	2202.67	D362048	JOSHUA J ARIONUS	1874.35
D362049	ALEJANDRO BANUELOS	1498.91	D362050	JAN BERGER	2065.26
D362051	ROBERT P BERMUDEZ	608.83	D362052	TIM P CANNON	3577.39
D362053	CARINA M DAN	1947.64	D362054	RYAN H DAVIS	1588.41
D362055	KATHLEEN N DELFIN	971.59	D362056	RONALD W DIEMERT	1937.07
D362057	CHRIS N ESCOBAR	2307.16	D362058	JEREMY J GLENN	1315.44
D362059	ALEJANDRO GONZALEZ	2777.83	D362060	MICHAEL J GRAY	1602.39
D362061	LARRY GRIFFIN	1551.36	D362062	ROBERT A HAENDIGES	2775.38
D362063	RYAN S HART	2207.82	D362064	EDWARD A HUY	2103.70
D362065	VIDAL JIMENEZ	1502.51	D362066	LIYAN JIN	1311.19
D362067	SAMUEL K KIM	3638.54	D362068	AMANDA LE LAI	457.94
D362069	REBECCA PIK KWAN LI	3572.47	D362070	DAVID MA'AE	2026.07
D362071	TYLER MEISLAHN	1885.53	D362072	JESSE K MONTGOMERY	2599.84
D362073	JUSTIN M MORRIS	1225.80	D362074	STEVEN J MOYA JR	2080.95
D362075	BASIL G MURAD	2964.55	D362076	KIRK L NATLAND	1202.57
D362077	DUC TRUNG NGUYEN	2366.80	D362078	CORNELIU NICOLAE	2679.23
D362079	ANDREW I ORNELAS	2074.91	D362080	DAVID A ORTEGA	4475.97
D362081	CELESTINO J PASILLAS	2656.26	D362082	WILLIAM F PEARSON	2310.71
D362083	JESSICA J POLLIDORI	3026.70	D362084	CHRISTOPHER B PRUDHOMME	1267.42
D362085	ESTEBAN H RODRIGUEZ	1744.62	D362086	LES A RUITENSCHILD	2875.23
D362087	JONATHAN RUIZ	2524.91	D362088	ALEXIS SANTOS	1188.28
D362089	ADRIAN M SARMIENTO	2638.92	D362090	ALBERT TALAMANTES JR	2943.20

**** PAGE TOTAL = 224837.60

D362091	MINH K TRAN	1949.41	D362092	ALEJANDRO VALENZUELA JR	1188.16
D362093	ALEJANDRO N VALENZUELA	2045.35	D362094	RONALD J WOLLAND	1250.88
D362095	VICTOR K YERGENSEN	2661.08	D362096	ALICE K FREGOSO	1824.31
D362097	ALICIA R GARCIA	603.49	D362098	RAQUEL K MANSON	2566.18
D362099	WILLIAM E MURRAY JR	6128.43	D362100	EMILY H TRIMBLE	1923.89
D362101	ALFRED J AGUIRRE	2752.95	D362102	EDWARD D AMBRIZ GARCIA	582.98
D362103	RODOLPHO M BECERRA	2214.97	D362104	RAYMOND A BUCHLER	1232.09
D362105	EDGAR A CANO	1739.70	D362106	ALBERT J CARRISOZA	1692.28
D362107	GABRIELA R CONTRERAS	2381.33	D362108	JULIE T COTTON	1593.64
D362109	ERIC M ESPINOZA	1944.47	D362110	ALBERT R EURS II	2356.35
D362111	ROBERT J FRANCO	721.07	D362112	MAURICIO S GARCIA	2397.78
D362113	CASEY G GIROUARD	1925.42	D362114	HERMILO HERNANDEZ	1552.52
D362115	DARNELL D JERRY	602.43	D362116	BRENT KAYLOR	2011.03
D362117	MARK W LADNEY	2635.71	D362118	RAUL LEYVA	2204.65
D362119	ANTONIO R MARTIN	2068.53	D362120	DIEGO A MEJIA	1752.37
D362121	RIGOBERTO MENDEZ	2077.83	D362122	STEVEN T ORTIZ	3297.36
D362123	PHILLIP O PHAM	482.62	D362124	RICHARD L PINKSTON	2282.13
D362125	JOSE J ROMAN	541.94	D362126	ALEXIS P TARIN	2619.91
D362127	STEVE J TAUANU'U	3450.02	D362128	SUSAN VITALI	1023.73
D362129	IOAN ANDREI	1005.55	D362130	SYLVESTER A BABINSKI IV	1587.45
D362131	DONEISHA L BELL	716.49	D362132	JEFFREY G CANTRELL	1981.42
D362133	JULIA ESPINOZA	1210.92	D362134	CECELIA A FERNANDEZ	1170.51
D362135	CONRAD A FERNANDEZ	986.11	D362136	DIANA GOMEZ	857.11
D362137	JORGE GONZALEZ	1157.26	D362138	MICHAEL R GREENE	1904.06
D362139	RONALD D GUSMAN	982.97	D362140	GLORIA A HARO	1117.71
D362141	ERIC W JOHNSON	1124.23	D362142	LEONEL A LAMAS	872.04
D362143	KHUYEN NGUYEN	1183.04	D362144	DELFRADO C REYES	1183.04
D362145	RAFAEL ROBLES	1353.45	D362146	ADRIANNA M RODRIGUEZ	1029.34
D362147	RODERICK THURMAN	1621.18	D362148	EVARISTO VERA	1625.10
D362149	RICHARD L WILLIAMS	1776.98	D362150	ANSELMO AGUIRRE	1860.13
D362151	DOMINIC CAMERA	587.31	D362152	PHILLIP J CARTER	2390.87
D362153	RICK L DUVAL	2303.95	D362154	AARON R HANSEN	1675.02
D362155	HUY HOA HUYNH	2083.91	D362156	MATTHEW D IILFELD	1358.95
D362157	BRYAN D KWATKOWSKI	1753.21	D362158	ALFREDO MARTINEZ	1598.47
D362159	DANIEL C MOSS	1502.26	D362160	ROLANDO QUIROZ	1568.15
D362161	TODD R REED	1717.27	D362162	RICARDO SALDIVAR	590.23
D362163	WILLIAM A SOTO	433.73	D362164	LUIS A TAPIA	2134.91
D362165	MICHAEL W THOMPSON	3137.38	D362166	JOSEPH E TRUJILLO	673.11
D362167	WILLIAM J WHITE	1986.16	D362168	JESSE GUZMAN	1845.42
D362169	MARK M KHALIL	1930.42	D362170	BRETT A MEISLAHN	2120.60
D362171	DOUGLAS A MOORE	2318.99	D362172	MELVIN P REED	615.91
D362173	AUSTIN H POWELL	1853.36	D362174	ANDREW J MORELAND	1638.44
D362175	STEPHEN D SUDDUTH	1332.39	D362176	TIMOTHY WALLINGFORD	2051.43
D362177	SOUHELIA K GOUNTOUMA	1993.67	D362178	ALBERT J HOLMON III	3223.77
D362179	VICTOR T BLAS	2765.88	D362180	FRANK X DE LA ROSA	2607.88
D362181	JOSE GOMEZ	1879.17	D362182	MICHAEL V GUERRERO	1685.28
D362183	BRENT W HAYES	2886.86	D362184	FRANK D HOWENSTEIN	3198.26
D362185	ALLEN G KIRZHNER	2119.63	D362186	BRANDON S NUNES	1521.18

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D362187	STEPHEN PORRAS	3219.07	D362188	JESSE VIRAMONTES	1588.80
D362189	JOHN ZAVALA	5290.62	D362190	STEPHANIE AMBRIZ	389.91
D362191	JOSELYN D AVALOS	303.54	D362192	REBECCA J BAILOR	526.56
D362193	JOSUE BARREIRO MENDOZA	1307.53	D362194	ALEX C BEARD	264.61
D362195	DYLAN J BOGGAN	422.27	D362196	RACHEL M CAMARENA	1840.46
D362197	RENE CAMARENA	1791.21	D362198	VICTORIA M CASILLAS	1777.86
D362199	RACHAEL M CHOATE	340.19	D362200	AMANDA D CROSS	1640.16
D362201	GISELL L CRUZ	661.13	D362202	KENNETH E CUMMINGS	929.02
D362203	MARLY DELGADO CHAVEZ	433.68	D362204	GABRIELA DIAZ	555.12
D362205	MARK C FREEMAN	2809.04	D362206	JARED D GARCIA	155.24
D362207	VANESSA L GARCIA	556.82	D362208	JACOB R GRANT	2261.22
D362209	KIMBERLY K HOLER	755.51	D362210	LAUREN E HULL	508.26
D362211	JOHN C KONRAD	108.17	D362212	ELAINE M MA'AE	2386.62
D362213	JOHANA L MALDONADO	407.47	D362214	LORENA OCHOA MCINTYRE	1818.79
D362215	JESUS MEDINA	1735.15	D362216	JUAN MEDINA	2036.45
D362217	JOHN A MONTANCHEZ	4464.57	D362218	KIRSTEN K NAKAISHI	656.85
D362219	GINA D NECCO	520.20	D362220	JACOB J NEELY	483.40
D362221	NOEL N NICHOLAS	1064.82	D362222	JENNIFER GODDARD NYE	2462.35
D362223	GABRIELA O'CADIZ-HERNAND	2834.07	D362224	NANCY A OCAMPO	84.13
D362225	STEPHANIE ORTIZ	360.60	D362226	CHRISTIAN PANGAN	396.78
D362227	EMILY PATINO MARQUEZ	27.64	D362228	JANET E PELAYO	3198.28
D362229	EDOUARD T PHAN	327.54	D362230	ARIELLE PICKRELL	203.57
D362231	ALEXA PRADO	360.56	D362232	SHADY S PUAILLOA	751.84
D362233	SUGEIRY REYNOSO	2219.49	D362234	MARINA Y ROMERO	1836.83
D362235	MARIA D ROSALES	702.49	D362236	TANYA ROSAS	572.75
D362237	DIANA SALDIVAR	489.82	D362238	DANA MARIE SAUCEDO	2430.42
D362239	EMERON J SCHLUMBERGER	1019.06	D362240	REBECCA S SMITH	544.11
D362241	KENNETH P TRAVIS III	902.48	D362242	CLAUDIA VALDIVIA	2834.60
D362243	JEFFREY VAN SICKLE	2125.09	D362244	DAISY O VENCES	190.02
D362245	JOSHUA VENCES	435.73	D362246	PAUL E VICTORIA	1263.58
D362247	JACOB D VIRAMONTES	386.64	D362248	DAVID M WILMES	406.61
D362249	MORRIS B SPELL	5063.49	D362250	GRANT A NOBLE	1899.57
D362251	THOMAS R DARE	5369.17	D362252	CAROLE A KANEGAE	2185.58
D362253	VINCENTE J VAICARO	3451.85	D362254	CLAUDIA ALARCON	2967.18
D362255	KRISTEN A BACKOURIS	1493.44	D362256	SHARON S BAEK	1877.12
D362257	RAY E BEX	5436.05	D362258	GENA M BOWEN	1762.00
D362259	JESENIA CAMPOS	1881.08	D362260	BRIAN D DALTON	3356.92
D362261	NICHOLAS A DE ALMEIDA LO	2705.76	D362262	AMIR A EL-FARRA	3778.29
D362263	HELENA ELSOUSOU	1897.14	D362264	PATRICK E GILDEA	4847.92
D362265	BRIAN C GIRGENTI	2829.08	D362266	AI KELLY HUYNH	1989.72
D362267	MICHAEL J JENSEN	3037.66	D362268	ALLYSON T LE	1463.71
D362269	KEIRA LONG	1816.32	D362270	MATTHEW P MARCHAND	2943.92
D362271	PHILLIP H PHAM	2276.90	D362272	JOHN E REYNOLDS	3968.43
D362273	ASHLEY C ROJAS	1576.46	D362274	REYNA ROSALES	1720.17
D362275	ROBERT M STEPHENSON III	3670.08	D362276	MICHAEL J VISCOMI	3331.30
D362277	GIOVANNI ACOSTA	2554.20	D362278	PEDRO R ARELLANO	3367.83
D362279	TIMOTHY R ASHBAUGH	2417.10	D362280	ALFREDO R AVALOS	3534.36
D362281	COLLIN E BAKER	1782.85	D362282	RENE BARRAZA	2733.26

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D362283	BEAU A BERENGER	2943.61	D362284	RYAN S BERLETH	1962.63
D362285	SUMMER A BOGUE	2495.47	D362286	RENZO CHUMBE	2032.79
D362287	GARY L COULTER	6300.61	D362288	CHARLIE DANIELEY III	1788.92
D362289	ISAAC DAVILA	1964.03	D362290	BROC D DUDLEY	3177.45
D362291	STEPHEN C ESTLOW	1073.90	D362292	JESUS FAJARDO	2127.00
D362293	HECTOR FERREIRA JR	2277.45	D362294	KARI A FLOOD	2274.73
D362295	ROBERT D FRESENIUS	2004.20	D362296	JASON S FULTON	2120.35
D362297	JOSEPH P GROSS JR	3653.15	D362298	TRAVIS J HADDEN	2735.36
D362299	JOSE D HERRERA	3231.95	D362300	JASON A HOWARD	2760.90
D362301	KIRK P HURLEY	2021.83	D362302	DONALD J HUTCHINS	3234.30
D362303	NICKOLAS K JENSEN	2582.22	D362304	VICTORIA A JORDAN	2108.23
D362305	TIMOTHY P KOVACS	3961.57	D362306	MICHAEL J LANG	2546.00
D362307	RAPHAEL M LEE	1310.07	D362308	MARK A LORD	3238.63
D362309	RYAN M LUX	2463.17	D362310	JORGE L MAZON	2659.46
D362311	JEREMY N MORSE	3031.96	D362312	MITCHEL S MOSSER	2431.67
D362313	AARON S NELSON	3141.34	D362314	JASON S PERKINS	3987.32
D362315	COREY T POLOPEK	2448.36	D362316	SINDY RAMIREZ OROZCO	2585.95
D362317	JOHN E RANEY	3655.12	D362318	THOMAS S REED	2356.54
D362319	DANIELLE E RIEDL	2432.92	D362320	AARON T SHIPLEY	2101.02
D362321	SHAYLEN L SIMONS	2319.88	D362322	CHARLES W STARNES	2445.71
D362323	EDGAR VALENCIA	3718.59	D362324	ROYCE C WIMMER	11323.09
D362325	SARAH A WRIGHT	2298.31	D362326	COLE A YNIGUEZ	1856.06
D362327	MARCOS R ALAMILLO	3571.41	D362328	BOBBY B ANDERSON	2836.69
D362329	JOHN F BANKSON	3192.56	D362330	JOSHUA K BEHZAD	2279.19
D362331	EVAN S BERESFORD	2851.21	D362332	TROY F BOWMAN	2137.34
D362333	JEFFREY A BROWN	3522.04	D362334	JOHN CASACCIA II	3701.11
D362335	JUAN C CENTENO	3315.10	D362336	JEROME L CHEATHAM	2883.60
D362337	HAN J CHO	3614.19	D362338	BRIAN M CLASBY JR	2837.79
D362339	JULIO C CORTEZ	2348.19	D362340	JUAN L DELGADO JR	3550.85
D362341	KEVIN DINH	2953.41	D362342	OTTO J ESCALANTE	6852.14
D362343	JOSHUA N ESCOBEDO	2570.11	D362344	MICHELLE N ESTRADA-MONSA	2473.33
D362345	GEORGE R FIGUEREDO	1428.01	D362346	SEAN M GLEASON	2677.46
D362347	KYLE N HALEY	1915.14	D362348	EFRAIN A JIMENEZ JR	2259.20
D362349	CODY M JOHNSON	2111.34	D362350	ROBERT J KIVLER	1509.42
D362351	ARION J KNIGHT	2850.98	D362352	PETER M KUNKEL	3005.12
D362353	ERICK LEYVA	3653.12	D362354	RAFAEL LOERA JR	2427.06
D362355	JESSE A LUCATERO	2526.83	D362356	ROBERTO MACHUCA	2106.78
D362357	TAYLOR A MACY	2608.70	D362358	GIANLUCA F MANIACI	2523.66
D362359	BRYAN J MEERS	6511.51	D362360	NATHAN D MORTON	2898.18
D362361	PATRICK W MURPHY	2467.65	D362362	PATRICK J MUSCHETTO	2060.70
D362363	JEFFREY C NGUYEN	2914.84	D362364	JOSHUA T OLIVO	3583.35
D362365	STEVEN TRUJILLO ORTIZ	2695.79	D362366	OMAR F PEREZ	1941.50
D362367	LUIS A QUIROZ	1915.14	D362368	DANIEL RODRIGUEZ	2386.34
D362369	CHRISTOPHER M SHELGREEN	2410.43	D362370	JOHN J YERGLER	2939.75
D362371	PAUL W ASHBY	3798.50	D362372	RYAN V BUSTILLOS	6277.45
D362373	THOMAS A CAPPS	3699.22	D362374	MICHAEL K ELHAMI	3475.02
D362375	DANNY G JUAREZ	1635.71	D362376	AUSTIN C LAVERTY	3844.03
D362377	DANNY J MIHALIK	3433.45	D362378	JASON M MURO	3532.80

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D362379	RON A REYES	3731.01	D362380	ROCKY F RUBALCABA	3653.88
D362381	LINO G SANTANA	5719.26	D362382	DUO XU	1417.29
D362383	CHRISTOPHER M EARLE	2876.05	D362384	BENJAMIN M ELIZONDO	2725.83
D362385	KRISTOFER D KELLEY	2810.63	D362386	NICHOLAS A LAZENBY	2942.20
D362387	CHARLES H LOFFLER	3170.96	D362388	BRADLEY A LOWEN	2569.87
D362389	LUIS F RAMIREZ	3124.17	D362390	RYAN R RICHMOND	1749.34
D362391	GAREY D STAAL	3222.19	D362392	AARON J COOPMAN	3701.96
D362393	MICHAEL E GERDIN	2469.20	D362394	TROY HALLER	4840.98
D362395	JASON L JOHNSON	2529.70	D362396	RAUL MURILLO JR	3566.49
D362397	ERIC T RUZIECKI	4944.01	D362398	SEAN M SALAZAR	2749.04
D362399	COURTNEY P ALLISON	2762.44	D362400	LISA A BELTHIUS	301.83
D362401	RANDY G CHUNG	77.51	D362402	ADAM B COUGHRAN	39.35
D362403	CHRISTOPHER C DOVEAS	626.98	D362404	DANIEL S EDWARDS	179.38
D362405	EDUARDO C LEIVA	4373.81	D362406	JOHN O OJEISEKHOBBA	232.17
D362407	JOSEPH D VARGAS	469.65	D362408	CARL J WHITNEY	4826.60
D362409	ANDREW N BUI	446.74	D362410	TANNER C DE PADUA	428.77
D362411	JOSEPH A GARCIA	483.78	D362412	SERGIO J JIMENEZ TAVAREZ	413.69
D362413	KENTON TRAN	481.87	D362414	CALEB I VAUGHN	467.78
D362415	TYLER D VU	430.27	D362416	FRANCISCO AVALOS JR	1776.29
D362417	KAREN D BRAME	994.52	D362418	KENNETH L CHISM	1741.97
D362419	DARRYL B CORTEZ JR.	1736.13	D362420	PAUL E DANIELSON	866.68
D362421	TAYLOR M DUARTE	1728.66	D362422	KORY C FERRIN	3576.61
D362423	JAMES D FISCHER	615.54	D362424	VICTORIA M FOSTER	1544.68
D362425	GONZALO GONZALEZ JR	1877.58	D362426	THI A HUYNH	2722.77
D362427	CHAD B KIM	1841.62	D362428	KENNETH E MERRILL	522.24
D362429	MICHAEL A MOSER	1648.30	D362430	EMMANUEL PEREZ	1395.69
D362431	DOUGLAS A PLUARD	3516.50	D362432	JOSEPH A T PURSLEY	1938.07
D362433	ALFREDO SALGADO JR.	1728.66	D362434	LEVI JOENIEL SILVA	1822.49
D362435	SAMUEL K TOMA	1734.20	D362436	TUONG-VAN NGUYEN VU	2226.08
D362437	RICHARD A ALVAREZ-BROWN	2878.12	D362438	RICHARD O BURILLO	4509.41
D362439	FLOR DE LIS ELIZONDO	1232.00	D362440	PATRICIA C FLINN	2492.19
D362441	RAQUEL D MATA	887.46	D362442	REBECCA S MEEKS	2722.12
D362443	JONATHAN B WALNWRIGHT	3284.80	D362444	DAVID C YOUNG	3859.45
D362445	MARIA A ALCARAZ	1953.43	D362446	MARIA S ATWOOD	1685.33
D362447	BRITTANEE N BRANTNER	1627.13	D362448	CARISSA L BRUNICK	1409.71
D362449	TAMMY L CHAURAN-HAIGROV	2155.33	D362450	RUSSELL B DRISCOLL	1933.95
D362451	VERONICA FRUTOS	1082.94	D362452	DAVID L GEORGE	2309.43
D362453	PINKY C HINGCO	2124.49	D362454	SHELBY KEULLIAN	1759.45
D362455	ANGELA LEDESMA	1858.68	D362456	LINDALINH THU LY	1313.54
D362457	MARIA C MCFARLANE	2062.35	D362458	DAWN M MONTTOYA	1464.36
D362459	TRINA T NGUYEN	1625.38	D362460	JENNIFER V ROMBOUGH	2189.60
D362461	KIMBRA S VELLANOWETH	2047.46	D362462	CHRISTAL L WEYKER	1513.34
D362463	SHANNON M YELENSKY	1719.14	D362464	JAVIER A ARREDONDO	2065.11
D362465	SHYLER R.D. CHAPPELL	1793.83	D362466	JENNIFER A DIX	2824.56
D362467	KATHERINE M FRANCISCO	1970.99	D362468	AMANDA B GARNER	2164.60
D362469	ARCHIE GUZMAN	3010.05	D362470	LAUREN M LADD	1977.15
D362471	ROBERT D LUX	2962.84	D362472	MELISSA MENDOZA-CAMPOS	2561.17
D362473	BRANDY J PARK	2476.09	D362474	CRISTINA V PAYAN	1739.19

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D362475	JENNIFER M RODRIGUEZ	2500.76	D362476	TANYA L SAMOFF	2890.81
D362477	SUSAN A I SEYMOUR	2629.44	D362478	NICOLE D SHORROW	3153.05
D362479	DANNY J SOSEBEE	316.58	D362480	MARSHA D SPELLMAN	3098.28
D362481	SPENCER T TRAN	2196.03	D362482	SANTA WARDLE	1496.49
D362483	CHERYL L WHITNEY	1940.38	D362484	DANIEL A CAMARA	2450.27
D362485	RICHARD E DESBIENS	2057.52	D362486	JAMES D FRANKS	2735.96
D362487	PETE GARCIA	2283.26	D362488	ROBERT J GIFFORD	2863.80
D362489	STEVEN H HEINE	1160.73	D362490	WILLIAM T HOLLOWAY	3303.36
D362491	GERALD F JORDAN	2621.80	D362492	PATRICK R JULIENNE	2634.83
D362493	JOSEPH L KOLANO	2341.87	D362494	LEA K KOVACS	2537.92
D362495	DEREK M LINK	3524.33	D362496	DAVID LOPEZ	2449.45
D362497	STEVEN W LUKAS	1500.57	D362498	MARIO MARTINEZ JR	4017.78
D362499	ADAM C NIKOLIC	3754.58	D362500	LUIS A PAYAN	4704.37
D362501	TERRA M RAMIREZ	2071.01	D362502	CHRISTIN E ROGERS	2834.66
D362503	BRIAN T STROUD	2600.51	D362504	PAUL M TESSIER	2737.97
D362505	DENNIS WARDLE	2482.34	D362506	ADAM D ZMIJA	3545.67
D362507	RONALD A DOSCHER	1051.31	D362508	ERIC A QUINTERO	204.81
D362509	JANNA K BRADLEY	2279.61	D362510	MARY C CERDA	1972.41
D362511	BRANDI M HART	581.81	D362512	LIANE Y KWAN	3207.66
D362513	JANY H LEE	3543.02	D362514	SHERRILL A MEAD	2227.56
D362515	STEPHANIE E RICHARDS	1824.44	D362516	CAITLYN M STEPHENSON	1792.87
D362517	LAURA J STOVER	5338.69	D362518	ANNA L GOLD	1707.67
D362519	KAPRENA J SCHULZE	493.04	D362520	MATTHEW T SWANSON	1561.04
D362521	ANTHONY VALENZUELA	1413.63	D362522	CANDY G WILDER	1840.33
D362523	STEVEN F ANDREWS	2256.97	D362524	TERENCE S CHANG	2320.06
D362525	VERNA L ESPINOZA	1864.80	D362526	CESAR GALLO	2552.46
D362527	ERNIE E HINGCO	1664.77	D362528	GEOFFREY A KLOESS	3220.92
D362529	RACHOT MORAGRAAN	3508.21	D362530	NOEL J PROFFITT	3128.34
D362531	ANAND V RAO	4039.28	D362532	ROD T VICTORIA	2046.44
D362533	TERREL KEITH WINSTON	3464.87	D362534	POLICE ASSN	15932.93
D362535	SOCAL CREDIT UNION	44685.00	D362536	SOUTHLAND CREDIT UNION	4251.94
W2678	GREAT WEST LIFE 457 #340	95026.85	W2679	GREAT WEST LIFE OBRA#340	2705.61
W2680	INTERNAL REVENUE SERVICE	275260.14	W2681	EMPLOYMENT DEVELOPMENT D	79173.24

**** PAGE TOTAL = 661579.11

TOTAL CHECK PAYMENTS	28	32,574.64
TOTAL DIRECT DEPOSITS	610	1,387,649.14
TOTAL WIRE PAYMENTS	4	452,165.84
GRAND TOTAL PAYMENTS	642	1,872,389.62

Checks #183977 thru #184004, and Direct Deposits #D361927 thru #D362536, and wire #W2678 thru #W2681 presented in the Payroll Register submitted to the Garden Grove City Council 24 MAR 2020, have been audited for accuracy and funds are available for payment thereof.



PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659931	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	1,162.93 *
659932	GOLDEN WEST COLLEGE FISCAL SERVICES ATTN: DAO PHAM	TUITION/TRAINING	1,050.00 *
659933	LIGHTER THAN AIR BALLOONS	WAGE ATTACHMENT OTHER PROF SERV	-145.18 580.73 435.55 *
659934	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	250.00 *
659935	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
659936	FUN EXPRESS	ADMN/ENTRANCE FEE	956.55 *
659937	VO, TIN TRUNG	WAGE ATTACHMENT RENT SUBSIDY	-275.00 1,100.00 825.00 *
659938	SCHWERMAN, CELESTE	WAGE ATTACHMENT RENT SUBSIDY	-343.25 1,373.00 1,029.75 *
659939	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	763.43 *
659940	GOLDEN WEST COLLEGE FISCAL SERVICES ATTN: DAO PHAM	LAND/BLDG/ROOM RENT	3,000.00 *
659941	WALLACE & ASSOC CONSULTING C/O GRAND VALLEY BANK	ENGINEERING SERVICES	16,958.00 *
659942	AT&T CORP	TELEPHONE	7,427.45 *
659943	SO CALIF EDISON CO	ELECTRICITY	901.89 *
659944	SO CALIF GAS CO	NATURAL GAS	9,719.17 *
659945	ACA COMPLIANCE SERVICES INC DBA CIMPLX COMPLIANCE SERVICES	OTHER PROF SERV	1,737.00 *
659946	AMC CPS	DELIVERY SERVICES ADMN/ENTRANCE FEE	9.95 1,025.00 1,034.95 *
659947	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	11.00 *

PAGE TOTAL FOR "*" LINES = 47,314.17

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659948	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	10,978.20 *
659949	AQUA-METRIC SALES, CO.	WHSE INVENTORY	5,689.34 *
659950	BC TRAFFIC SPECIALIST	SIGNS/FLAGS/BANNERS	108.61 *
659951	*BANUELOS, ALEJANDRO	DEP CARE REIMB	192.30 *
659952	BEST BUY FOR BUSINESS	MINOR FURN/EQUIP	377.58 *
659953	BIG RON'S AUTO BODY & PAINT, INC.	MOTOR VEH PARTS	900.00 *
659954	BLAIS & ASSOCIATES, INC.	OTHER PROF SERV	737.56 *
659955	BM INDUSTRY INC DBA FAST UNDERCAR	MOTOR VEH PARTS	240.33 *
659956	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	772.93 *
659957	*BRADLEY, JANNA	DEP CARE REIMB	120.80 *
659958	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,195.50 *
659959	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	19,029.63 *
659960	CAMERON WELDING SUPPLY	MOTOR VEH PARTS OTHER REC/CULT SUPP	131.28 45.41 176.69 *
659961	CLEANSTREET	STREET SWEEPING SERV	57,223.77 *
659962	COASTLINE EQUIPMENT	MOTOR VEH PARTS	43.56 *
659963	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	3,706.00 *
659964	THE COUNSELING TEAM INTL NANCY K BOHL INC	OTHER PROF SERV	220.00 *
659965	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	1,510.24 *
659966	DIAMOND ENVIRONMENTAL SERVICES	OTHER MAINT ITEMS	175.32 *
659967	ECOTURF MIDWEST INC	WHSE INVENTORY	1,087.50 *
659968	COMMUTE WITH ENTERPRISE	OTHER RENTALS	3,875.00 *

PAGE TOTAL FOR "*" LINES = 110,360.86

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659969	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	595.77 *
659970	FEDERAL EXPRESS CORP	DELIVERY SERVICES	88.59 *
659971	THE SHERWIN-WILLIAMS CO DBA FRAZEE PAINTS	PAINT/DYE/LUBRICANTS	386.24 *
659972	*FREEMAN, MARK	TRAVEL ADVANCE	91.50 *
659973	GANAHL LUMBER COMPANY	WHSE INVENTORY OTHER CONST SUPPLIES	1,093.60 574.19 1,667.79 *
659974	REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC	AMT DUE GG DISPSL REFUSE COLL SERV	7,589.34 9,823.33 17,412.67 *
659975	GARDEN GROVE NISSAN, LP DBA GARDEN GROVE NISSAN	TAX REBATE	7,500.00 *
659976	GOLDEN OFFICE TRAILERS INC	LAND/BLDG/ROOM RENT	957.00 *
659977	GOODIES UNIFORM	UNIFORMS	549.25 *
659978	GREEN HALO SYSTEMS	SOFTWARE	273.00 *
659979	HACH COMPANY INC	LABORATORY CHEMICALS	625.41 *
659980	HAINES & COMPANY INC	BOOKS/SUBS/CASSETTES	1,036.76 *
659981	MAILFINANCE INC	POSTAGE	933.40 *
659982	*LEDESMA, ANGELA	DEP CARE REIMB	96.15 *
659983	HILL'S BROS LOCK & SAFE INC	FACT:OFFICE EXP OTHER MAINT ITEMS OTHER MINOR TOOLS/EQ	16.31 58.18 477.35 551.84 *
659984	INTERWEST CONSULTING GROUP ATTN: ACCOUNTING	OTHER PROF SERV	13,600.00 *
659985	IPROMOTEU	PAPER/ENVELOPES	1,767.19 *
659986	DANGELO CO	WHSE INVENTORY	19,477.13 *

PAGE TOTAL FOR "*" LINES = 67,609.69

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
659987	KOA CORPORATION	OTHER PROF SERV	11,024.34 *
659988	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	570.82 *
659989	*LEE, GRACE	DEP CARE REIMB	192.30 *
659990	LIFECOM, INC.	GEN PURPOSE TOOLS	65.00 *
659991	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,958.64 *
659992	GALLS, LLC DBA KEYSTONE UNIFORMS	UNIFORMS	1,094.67
		SAFETY EQ/SUPPLIES	809.60
			1,904.27 *
659993	MARK THOMAS & COMPANY, INC.	OTHER PROF SERV	5,718.00 *
659994	MCMASTER-CARR SUPPLY CO	MOTOR VEH PARTS	90.00 *
659995	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	6,236.36 *
659996	*MONTANCHEZ, JOHN	TRAVEL ADVANCE	172.25 *
659997	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	95.00 *
659998	NAPA AUTO PARTS	MOTOR VEH PARTS	462.19 *
659999	CABCO YELLOW, INC.	L/S/A TRANSPORTATION	19,429.50 *
660000	OFFICE DEPOT, INC	OFFICE SUPPLIES/EXP	2,814.10 *
660001	NICHOLS CONSULTING	OTHER PROF SERV	3,400.00 *
660002	ORD ARTS & CRAFTS	OTHER PROF SERV	950.00 *
660003	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	4,079.88
		OTHER MAINT ITEMS	4,886.86
			8,966.74 *
660004	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	10,902.00 *
660005	PELAYO, JANET	TRAVEL ADVANCE	154.75 *
660006	PEST OPTIONS, INC.	OTHER PROF SERV	917.25 *

PAGE TOTAL FOR "*" LINES = 81,023.51

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660007	PRIME TRUCK TIRE SERVICE	REPAIRS-FURN/MACH/EQ	285.00 *
660008	RAW BABY, INC.	OTHER FOOD ITEMS	1,962.60 *
660009	REDFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	30,800.00 *
660010	ALEXANDER'S CONTRACT SERVICES, INC.	OTHER MAINT ITEMS	597.00 *
660011	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	INSTRUCTOR SERVICES	2,737.98 *
660012	SAFETY 1st PEST CONTROL, INC	MAINT-SERV CONTRACTS	725.00 *
660013	*SAUCEDO, DANA	TUITION REIMB	149.30 *
660014	*SEGAWA, SANDRA	MED TRUST REIMB	43.86
		MILEAGE REIMB	125.34
		SUBSISTENCE	180.00
		LODGING	543.84
		OTHER CONF/MTG EXP	40.00
		TUITION/TRAINING	20.00
			953.04 *
660015	SHOETERIA	SAFETY EQ/SUPPLIES	337.56 *
660016	SIMPLOT PARTNERS	OTHER AGR SUPPLIES	831.13 *
660017	SIMPSON CHEVROLET OF GG	REPAIRS-FURN/MACH/EQ	365.61
		MOTOR VEH PARTS	1,266.29
			1,631.90 *
660018	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	884.06 *
660019	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,043.77 *
660020	*STOVER, LAURA	MED TRUST REIMB	325.87 *
660021	SUN BADGE COMPANY	SAFETY EQ/SUPPLIES	2,629.12 *
660022	SUPERION LLC	OTHER PROF SERV	11,090.30 *
660023	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	361.32 *
660024	WEST GROVE VOLLEYBALL, LLC	INSTRUCTOR SERVICES	623.48 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660025	TYCO INTEGRATED SECURITY LLC JOHNSON CONTROLS SECURITY SOL	MAINT-SERV CONTRACTS	719.62 *
660026	U. S. ARMOR CORP.	UNIFORMS	5,111.12 *
660027	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	OTHER MAINT ITEMS	505.28 *
660028	UNITED PARCEL SERVICE	DELIVERY SERVICES	78.70 *
660029	VALLEY POWER SYSTEMS, INC. DEPT 34677	OTHER MAINT ITEMS	494.51 *
660030	VIPER MONITORING & ANALYSIS LP	MAINT-SERV CONTRACTS	6,550.00 *
660031	VOLVO CONSTRUCTION EQUIP. & SERV	MOTOR VEH PARTS	557.88 *
660032	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	3,358.89 *
660033	GRAINGER	WHSE INVENTORY GEN PURPOSE TOOLS	956.34 1,131.11 2,087.45 *
660034	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	288.00 *
660035	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,647.85 *
660036	WEST COAST ARBORISTS INC	TREE TRIMMING SERV	36,061.50 *
660037	WEST COAST SAND & GRAVEL	OTHER MAINT ITEMS	611.68 *
660038	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY	2,679.60 *
660039	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	21,155.51 *
660040	WEX BANK DBA WRIGHT EXPRESS FSC	MV GAS/DIESEL FUEL	1,438.17 *
660041	YELLOW CAB OF GREATER OC	L/S/A TRANSPORTATION	111.00 *
660042	YERGENSEN *, VICTOR	MED TRUST REIMB	923.13 *
660043	YORBA LINDA FEED STORE, INC.	CANINE EXPENSES	104.48 *
660044	THE HOME DEPOT	BLDG PERMIT REFUND BSASRF STATE FEE FEE REFUND	96.70 0.80 12.00

PAGE TOTAL FOR "*" LINES = 84,484.37

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660045	CARRERA, ARMANDO	PERMIT REFUND GENERAL PLAN	2.40 4.80 116.70 *
660046	APWA	FACT:PROGRAM EXP	200.00 *
660047	G.C. HUNG LE, DBA HL HOME	TUITION/TRAINING	660.00 *
660048	FREEDOM FOREVER	BLDG PERMIT REFUND ELECT PERMIT REFUND FEE REFUND ELECTRL P/C FEES REF	851.38 54.40 17.60 1.60 40.80 5.20 49.34 47.74 1,068.06 *
660049	TOM STRELOW	ISSUANCE FEE REFUND BLDG PERMIT REFUND ELECT PERMIT REFUND PERMIT REFUND FEE REFUND PERMIT REFUND	35.00 130.00 1.00 30.00 15.00 9.50 220.50 *
660050	PERMIT SERVICES INC	BLDG PERMIT REFUND BSASRF STATE FEE FEE REFUND PERMIT REFUND GENERAL PLAN	49.78 0.80 12.00 1.46 2.94 66.98 *
660051	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	290.47 *
660052	WESTERN WATER WORKS	WHSE INVENTORY	3,112.98 *

PAGE TOTAL FOR "*" LINES = 5,945.29

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660053	JOINTS	PIPES/APURTENANCES	1,474.93 *
660054	GOV CONNECTION INC	MINOR FURN/EQUIP	729.48 *
660055	O'REILLY AUTO PARTS	MOTOR VEH PARTS	1,741.06 *
660056	CONVENIENT BOARD UPS INC	OTHER PROF SERV	830.00 *
660057	DIRECTV	CABLE TV SERVICE	157.24 *
660058	*ROMBOUGH, JENNIFER	P.D. TRAINING DEP MILEAGE REIMB	20.00 39.22 59.22 *
660059	OLD GROVE AUTO	OTHER PROF SERV	971.00 *
660060	JM NURSERY	TREES	48.94 *
660061	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	FACT:PROGRAM EXP	250.00 *
660062	VIVINT SOLAR	BLDG PERMIT REFUND ELECT PERMIT REFUND FEE REFUND ELECTRL P/C FEES REF	256.00 27.20 8.00 128.00 419.20 *
660063	HTL HOTEL ADVISORS, INC. DBA HTL HOSPITALITY ADVISORS	OTHER PROF SERV	7,560.00 *
660064	*RUIZ, JONATHAN	SAFETY EQ/SUPPLIES	168.55 *
660065	CAMARENA, RENE	MED TRUST REIMB	150.66 *
660066	GOLDEN AUTO BODY	REPAIRS-FURN/MACH/EQ	1,690.95 *
660067	*VICTORIA, ROD	DEP CARE REIMB	190.80 *
660068	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	21,016.33 *
660069	WEST COUNTY TIRE & AUTO INC.	WHSE INVENTORY	2,453.05 *
660070	CANNON, TIMOTHY	SAFETY EQ/SUPPLIES	240.00 *
660071	HF&H CONSULTANTS, LLC	OTHER PROF SERV	13,628.67 *

PAGE TOTAL FOR "*" LINES = 53,780.08

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660072	TOPAZ ALARM CORP	FACT:OFFICE EXP	115.00 *
660073	FLEET SERVICES, INC.	MOTOR VEH PARTS	256.52 *
660074	YO-FIRE SUPPLIES	WHSE INVENTORY	2,682.68 *
660075	MSC INDUSTRIAL SUPPLY CO. INC.	OFFICE SUPPLIES/EXP	264.75 *
660076	WIRELESS TELEMATICS, LLC	OTHER PROF SERV	360.00 *
660077	ZERO WASTE USA	OTHER MAINT ITEMS	326.58 *
660078	INFOSEND, INC.	PAPER/ENVELOPES	306.26 *
660079	STEVE TAUANUU	TUITION REIMB	598.73 *
660080	AUTONATION FORD TUSTIN	MOTOR VEH PARTS	294.72 *
660081	SCHOLASTIC INC	CLASSROOM SUPPLIES	121.00 *
660082	NATEC INTERNATIONAL INC	OTHER MAINT ITEMS	995.00 *
660083	ICC OEC	TUITION/TRAINING	250.00 *
660084	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	196.00 *
660085	MOTHER AGAINST DRUNK DRIVING (MADD)	ADMN/ENTRANCE FEE	325.00 *
660086	EBERHARD EQUIPMENT	HEAVY EQUIP RENTAL	383.89 *
660087	IACP INTL ASSOC CHIEFS OF POLICE	DUES/MEMBERSHIPS	190.00 *
660088	HOWENSTEIN, FRANK	DUES/MEMBERSHIPS	192.00 *
660089	GOLDENWEST LAWNMOWERS & SCOOTERS	MOTOR VEH PARTS	141.38 *
660090	LOO, AYETTE	WATER CLOSING BILL REFUND	2.36 *
660091	THERIAULT, CAROLYN	WATER CLOSING BILL REFUND	38.25 *
660092	VANDERMOLEN, JACK	WATER CLOSING BILL REFUND	242.00 *
660093	ROCHA, ROBIN	WATER CLOSING BILL REFUND	265.47 *

PAGE TOTAL FOR "*" LINES = 8,547.59

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660094	CRIFE, ALISON	WATER CLOSING BILL REFUND	164.11 *
660095	ANCONA, CYNTHIA	WATER CLOSING BILL REFUND	39.36 *
660096	RUBALCAVA, ROBERT	WATER CLOSING BILL REFUND	4.21 *
660097	NGUYEN, THERESA	WATER CLOSING BILL REFUND	1.00 *
660098	TO, ERIC	WATER CLOSING BILL REFUND	58.20 *
660099	TRAN, HUNG Q and HUYNH, TUAN T	WATER CLOSING BILL REFUND	48.78 *
660100	NGUYEN, MICHAEL	WATER CLOSING BILL REFUND	41.79 *
660101	NGO, KIEN	WATER CLOSING BILL REFUND	38.92 *
660102	VUONG, JENNY	WATER CLOSING BILL REFUND	58.23 *
660103	NGUYEN, DENA	WATER CLOSING BILL REFUND	20.52 *
660104	LE, MARILYN	WATER CLOSING BILL REFUND	24.52 *
660105	HAHN, JEFF	WATER CLOSING BILL REFUND	127.69 *
660106	KIM INVESTMENTS LLC	WATER CLOSING BILL REFUND	15.93 *
660107	TRAN, HIEU	WATER CLOSING BILL REFUND	13.24 *
660108	NGUYEN, DE	WATER CLOSING BILL REFUND	67.52 *
660109	LE, CRYSTAL	WATER CLOSING BILL REFUND	28.36 *
660110	ABRAHAM, ELIECER	WATER CLOSING BILL REFUND	26.92 *
660111	CHEUNG, SHEILA	WATER CLOSING BILL REFUND	25.12 *
660112	BRECKENRIDGE PROP FUND 2016, LLC	WATER CLOSING BILL REFUND	21.13 *
660113	HONG, QUEENIE	WATER CLOSING BILL REFUND	52.29 *
660114	SMIGGS, LILLIANA	WATER CLOSING BILL REFUND	20.84 *
660115	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	21.78 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/04/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660116	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	35.65 *
660117	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	31.03 *
660118	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	31.02 *
660119	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	32.56 *
660120	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	29.47 *
660121	SHEA HOMES LIMITED PARTNERSHIP	WATER CLOSING BILL REFUND	29.47 *
W2784	ORANGE COUNTY FIRE AUTHORITY	OTHER PROF SERV	1,931,500.00 *
W2785	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	621,103.26 *
W2786	ANAHEIM/ORANGE COUNTY VISITOR & CONVENTION BUREAU	AMT DUE VCB	134,813.55 *
W2787	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	1,955.52 *
W2788	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2789	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	EMP CONTR PENSION PENSION PAYMENT	183,636.37 267,883.38 451,519.75 *
W2790	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
W2791	WESTMINSTER MUSIC SCHOOL	WAGE ATTACHMENT	553.85 *
W2792	U.S. BANK	FA-UBOC DEBT SVC	335,999.99 *

PAGE TOTAL FOR "*" LINES = 1,546,940.04

FINAL TOTAL 3,996,394.49 *

DEMANDS #659931 - 660121 AND WIRES W2784 - W2792 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 4, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660122	ICC OEC	TUITION/TRAINING	1,500.00 *
660123	CITY OF GARDEN GROVE-WORK COMP ACCT	SELF-INS CLAIMS	165,583.00 *
660124	STIPE, MARIA	L/S/A TRANSPORTATION	77.34 *
660125	SOUTHERN CALIFORNIA WASTE MANAGEMENT FORUM	TUITION/TRAINING	250.00 *
660126-660129	VOID WARRANTS		
660130	BELTRAN BELTRAN SMITH AND MACKENZIE, LLP	LIAB.CLAIMS PAYMENT	8,576.00 *
660131	BELTRAN BELTRAN SMITH AND MACKENZIE, LLP	LIAB.CLAIMS PAYMENT	80,000.00 *
660132	BELTRAN BELTRAN SMITH & MACKENZIE ESTATE THOMAS LEHMAN	LIAB.CLAIMS PAYMENT	200,000.00 *
660133	ERIKA PEREZ, GUARDIAN IN TRUST FOR GUADALUPE PEREZ	LIAB.CLAIMS PAYMENT	111,424.00 *
660134	UNION BANK	TUITION/TRAINING	820.00

PAGE TOTAL FOR "*" LINES = 567,410.34

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		CANINE EXPENSES	70.63
		ELECTRICAL SUPPLIES	204.71
		OTHER MINOR TOOLS/EQ	92.06
			1,187.40 *
660135	UNION BANK	FOOD SERV SUPPL	31.47
		OFFICE SUPPLIES/EXP	54.38
		COMMUNICATION EQ	330.56
			416.41 *
660136	UNION BANK	OTHER CONF/MTG EXP	118.83 *
660137	UNION BANK	POSTAGE	38.75
		OTHER PROF SERV	99.00
		BOOKS/SUBS/CASSETTES	598.31
		MOTOR VEH PARTS	514.92
		OFFICE SUPPLIES/EXP	142.41
		MINOR OFFICE FURN/EQ	429.56
		GEN PURPOSE TOOLS	496.84
			2,319.79 *
660138	ANAHEIM, CITY OF	ELECTRICITY	93.11 *
660139	FRONTIER COMMUNICATIONS	TELEPHONE/BEEPERS	2,045.08 *
660140	VOID WARRANT		
660141	SO CALIF EDISON CO	ELECTRICITY	152,359.37 *
660142	SO CALIF GAS CO	NATURAL GAS	292.00 *
660143	VERIZON WIRELESS-LA	TELEPHONE/BEEPERS	13,269.49 *
660144	UNION BANK	FACT:YTH ENRCH	33.75
		DUES/MEMBERSHIPS	129.41
		FACT:PROGRAM EXP	74.80
		FOOD	77.73
		FOOD SERV SUPPL	8.17
		OTHER FOOD ITEMS	53.70
		OTHER REC/CULT SUPP	203.35
			580.91 *
660145	UNION BANK	REGISTRATION FEES	700.00

PAGE TOTAL FOR "*" LINES = 172,682.39

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		OFFICE SUPPLIES/EXP	32.61
			732.61 *
660146	UNION BANK	ADVERTISING	312.00
		PAPER/ENVELOPES	114.78
		AWARDS/TROPHIES	608.80
			1,035.58 *
660147	UNION BANK	OTHER CONF/MTG EXP	127.37
		CITY MEMBERSHIPS	10.00
		ADMN/ENTRANCE FEE	270.00
			407.37 *
660148	UNION BANK	ADMN/ENTRANCE FEE	78.00
		FOOD	27.54
		OTHER FOOD ITEMS	196.17
		HSHLD EQUIP/SUPPLIES	49.34
		OFFICE SUPPLIES/EXP	40.02
		OTHER MINOR TOOLS/EQ	135.91
			526.98 *
660149	VERIZON WIRELESS-LA	CELL PHONE/BEEPER	202.49
		MINOR FURN/EQUIP	282.71
			485.20 *
660150	UNION BANK	POSTAGE	7.75
		OTHER PROF SERV	810.00
		LODGING	2,346.37
		DUES/MEMBERSHIPS	426.00
		TUITION/TRAINING	2,169.00
		OTHER MINOR TOOLS/EQ	247.18
			6,006.30 *
660151	UNION BANK	NETWORKING SERVICES	129.68
		PAPER/ENVELOPES	81.42
		NETWORKING SUPPLIES	97.62
		SOFTWARE	104.97
		OFFICE SUPPLIES/EXP	179.88
			593.57 *
660152	UNION BANK	MV GAS/DIESEL FUEL	504.61 *
660153	UNION BANK	MV GAS/DIESEL FUEL	704.34 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660154	UNION BANK	MV GAS/DIESEL FUEL	369.66 *
660155	UNION BANK	LODGING	899.37 *
660156	UNION BANK	FaCT:YTH ENRCH	37.96
		OTHER PROF SERV	14.95
		FaCT:PROGRAM EXP	121.70
		FOOD	60.00
		FOOD SERV SUPPL	16.32
		OTHER FOOD ITEMS	237.48
		MEDICAL SUPPLIES	76.10
		OFFICE SUPPLIES/EXP	28.80
		MINOR OFFICE FURN/EQ	190.26
		OTHER MINOR TOOLS/EQ	136.96
		AWARDS/TROPHIES	54.95
		OTHER REC/CULT SUPP	49.89
			1,025.37 *
660157	ANTHONY JORDAN FERNANDEZ	VIDEO PRODUCTION EXP	864.00 *
660158	ABSOLUTE INTERNATIONAL SECURITY	OTHER PROF SERV	1,305.50 *
660159	ALAN'S LAWN AND GARDEN CENTER INC.	SAFETY EQ/SUPPLIES	187.79 *
660160	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	9,758.40 *
660161	AMAZON WEB SERVICES INC	NETWORKING SERVICES	1,786.38 *
660162	ANDRES MEDINA MOBILE WASH	MOTOR VEHICLE MAINT	1,997.50 *
660163	SPOK, INC.	CELL PHONE/BEEPER	187.72 *
660164	*BANKSON, JOHN	TRAVEL ADVANCE	246.12 *
660165	BC TRAFFIC SPECIALIST	SIGNS/FLAGS/BANNERS	657.11 *
660166	BARR AND CLARK, INC.	OTHER PROF SERV	320.00 *
660167	*BARREIRO, JOSUE	REGISTRATION FEES	55.00 *
660168	BAY ALARM COMPANY	MAINT OF REAL PROP	708.75 *
660169	BEST BUY FOR BUSINESS	MINOR FURN/EQUIP	397.58 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660170	*BERLETH, RYAN	TRAVEL ADVANCE	-180.00
		L/S/A TRANSPORTATION	230.67
		SUBSISTENCE	180.00
			230.67 *
660171	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	3,809.18 *
660172	BISHOP CO.	WHSE INVENTORY	300.15 *
660173	*BRADLEY, JANNA	DEP CARE REIMB	71.50 *
660174	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	668.56 *
660175	BUI, PAULINE	TENANT UTILITY REIMB	39.00 *
660176	BUREAU VERITAS NORTH AMERICA INC	OTHER PROF SERV	7,431.45
		UNIFORMS	900.00
			8,331.45 *
660177	RUSSELL SIGLER INC. SIGLER WHOLESALE DISTRIBUTORS	AIR COND SUPPLIES	210.13 *
660178	CDW-GOVERNMENT INC	SOFTWARE	15,991.59 *
660179	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,797.02 *
660180	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	2,899.00 *
660181	CAMERON WELDING SUPPLY	FaCT:PROGRAM EXP	20.47 *
660182	*CERDA, MARY	MED TRUST REIMB	774.15 *
660183	CERTAPRO PAINTERS OF YORBA LINDA	OTHER PROF SERV	4,950.00 *
660184	CHEM PRO LABORATORY, INC	MAINT-SERV CONTRACTS	380.00 *
660185	C.G. LANDSCAPE, INC.	MAINT-SERV CONTRACTS	950.00 *
660186	COMLINK LASERCARE	OFFICE SUPPLIES/EXP	323.95 *
660187	COMLOCK SECURITY GROUP COMMERCIAL LOCK & SECURITY	REPAIRS-FURN/MACH/EQ	826.73 *
660188	CRON & ASSOCIATES TRANSCRIPTION, INC.	OTHER PROF SERV	1,867.36 *

PAGE TOTAL FOR "*" LINES = 46,440.91

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WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660189	DIAMOND ENVIRONMENTAL SERVICES	MAINT-SERV CONTRACTS	1,157.17 *
660190	DISNEYLAND RESORT	FaCT:YTH ENRCH ADMN/ENTRANCE FEE	780.00 2,820.00 3,600.00 *
660191	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	135.83 *
660192	ENTERPRISE FLEET MGMT INC CUSTOMER BILLINGS	VEHICLE OP LEASE	6,580.62 *
660193	EWING IRRIGATION PRODUCTS, INC.	PAINT/DYE/LUBRICANTS PIPES/APPURTENANCES OTHER MAINT ITEMS	58.73 1,194.44 288.33 1,541.50 *
660194	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	600.00 *
660195	EXPERIAN INFO SOLUTIONS INC	OTHER PROF SERV	78.40 *
660196	FEDERAL EXPRESS CORP	DELIVERY SERVICES	24.38 *
660197	FIVESTAR RUBBER STAMP ETC., INC	OFFICE SUPPLIES/EXP	322.77 *
660198	FLEETPRIDE, INC.	MOTOR VEH PARTS	720.09 *
660199	*FLOOD, KARI A	MILEAGE REIMB SUBSISTENCE	47.94 24.00 71.94 *
660200	FRYE SIGN CO	MAINT-SERV CONTRACTS SIGNS/FLAGS/BANNERS	974.00 256.65 1,230.65 *
660201	GANAHL LUMBER COMPANY	LUMBER	1,803.43 *
660202	CITY OF GARDEN GROVE	WATER REFUND TAXES/LICENSES	42.90 108.44 151.34 *
660203	GRAFFITI PROTECTIVE COATINGS, INC.	OTHER PROF SERV	14,293.33 *
660204	GREEN'S DISCOUNT GLASS & SCREENS	MAINT-SERV CONTRACTS	210.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660205	MAILFINANCE INC	AMT PROVIDED-FUT YR	-924.36
		STD-MAILFINANCE	0.00
		LTD-MAILFINANCE	924.36
		OFFICE EQUIP RENTAL	231.00
		MAINT-SERV CONTRACTS	620.91
		INTEREST COSTS	251.40
		LONG TERM DEBT	924.36
		PROPERTY TAXES	123.09
			2,150.76 *
660206	HILL'S BROS LOCK & SAFE INC	OTHER PROF SERV	122.76 *
660207	*HINGCO, ERNIE	MED TRUST REIMB	94.00 *
660208	INTERWEST CONSULTING GROUP ATTN: ACCOUNTING	OTHER PROF SERV	9,860.00 *
660209	J & M SERVICE, INC.	GEN PURPOSE TOOLS	463.55 *
660210	DANGELO CO	WHSE INVENTORY	7,229.09 *
660211	L.C. ACTION POLICE SUPPLY	GUNS/AMMUNITION	775.15 *
660212	LANGUAGE LINE SERVICES	TELEPHONE	46.06 *
660213	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,090.12 *
660214	*LEE, JANY H	MILEAGE REIMB	417.45
		LODGING	809.58
		FOOD	138.63
			1,365.66 *
660215	VOID WARRANT		
660216	GALLS, LLC DBA KEYSTONE UNIFORMS	UNIFORMS	8,697.34
		SAFETY EQ/SUPPLIES	3,349.59
			12,046.93 *
660217	LOZEAU CONSULTING, TRAINING AND INVESTIGATIONS	TUITION/TRAINING	160.00 *
660218	*MARCHAND, MATTHEW	TRAVEL ADVANCE	218.00 *
660219	MCA DIRECT	OTHER PROF SUPPLIES	715.67 *

PAGE TOTAL FOR "*" LINES = 36,337.75

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660220	MCMASTER-CARR SUPPLY CO	MOTOR VEH PARTS	86.38 *
660221	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	2,696.89 *
660222	MERCY HOUSE LIVING CENTERS	OTHER PROF SERV	2,844.83 *
660223	MIDDENDORF, LINDA	MED TRUST REIMB	261.94 *
660224	NEWMAN POOL SERVICE, INC	OTHER PROF SERV	150.00 *
660225	*NIKOLIC, ADAM	TRAVEL ADVANCE	-160.00
		L/S/A TRANSPORTATION	196.00
		OTHER CONF/MTG EXP	224.00
			260.00 *
660226	ORANGE COUNTY SIGNS AND LIGHTING	OTHER PROF SERV	5,117.00 *
660227	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	1,125.46 *
660228	ORANGE COUNTY APPLIANCE PARTS	AIR COND SUPPLIES	2.53 *
660229	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	7,301.54 *
660230	ORANGE COUNTY WELDING, INC.	REPAIRS-FURN/MACH/EQ	1,995.00 *
660231	PARKWOOD LANDSCAPE MAINTENANCE, INC.	OTHER PROF SERV	21,942.00 *
660232	PACIFIC INDUSTRIAL WATER SYSTEMS	MOTOR VEH PARTS	55.00 *
660233	THE PM GROUP	PRINTING	17,150.97 *
660234	PACIFIC COAST CABLING, INC. PCC NETWORK SOLUTIONS	NETWORKING SERVICES	2,168.19
		NETWORKING SUPPLIES	505.81
			2,674.00 *
660235	PETROQUIP GW MAINTENANCE	ENGINEERING SERVICES	983.83 *
660236	PREMIERE PACKAGING INDUSTRIES DBA SPICERS PAPER INC	PAPER/ENVELOPES	546.13 *
660237	PRO-FORCE LAW ENFORCEMENT	MONITORED EQUIP	12,886.88 *
660238	QUINN POWER SYSTEMS ASSOCIATES	POWER SERVICES	45,164.96 *

PAGE TOTAL FOR "*" LINES = 123,245.34

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660239	RDO EQUIPMENT CO.	MOTOR VEH PARTS	26.00 *
660240	RADI'S CUSTOM UPHOLSTERY	REPAIRS-FURN/MACH/EQ	1,100.00 *
660241	RECOGNITION SERVICES, INC.	PINS/MEMENTOS	780.00 *
660242	DATA TICKET, INC	OTHER PROF SERV	1,136.00 *
660243	RIVERSIDE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	249.00 *
660244	S.C. YAMAMOTO, INC.	OTHER PROF SERV	77.00 *
660245	*SAUCEDO, DANA	MED TRUST REIMB	1,085.00 *
660246	*SHELGREN, CHRISTOPHER	OTHER CONF/MTG EXP	177.99 *
660247	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	189.00 *
660248	SITEONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	1,303.26 *
660249	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	387.06 *
660250	SOCIALWISE CONSULTING, LLC	OTHER PROF SERV	1,700.00 *
660251	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	948.86 *
660252	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	25,572.01 *
660253	PERFORMANCE NURSERY CORP.	TREES	778.11 *
660254	SPARKLETTS	BOTTLED WATER	167.60 *
660255	SPARKS LASPORTS, LLC	ADMN/ENTRANCE FEE	300.00 *
660256	STANTON, CITY OF	ELECTRICITY	525.15
		TRAFFIC SIGNAL MAINT	573.75
			1,098.90 *
660257	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	1,997.48
		JANITORIAL SUPPLIES	30.25
			2,027.73 *
660258	SUN BADGE COMPANY	SAFETY EQ/SUPPLIES	351.66 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660259	SUPERION LLC	HEAVY EQUIP RENTAL	503.85
		OTHER PROF SERV	42,746.11
			43,249.96 *
660260	T-MOBILE USA, INC.	OTHER PROF SERV	102.00 *
660261	THOMPSON DOOR & FRAME INC.	AGGREGATES/MASONRY	2,103.29
		OTHER CONST SUPPLIES	390.81
			2,494.10 *
660262	THOMSON REUTERS- WEST C/O WEST PAYMENT CENTER	DUES/MEMBERSHIPS	2,049.34 *
660263	HONEYWELL FIRST RESPONDER PRODUCTS	SAFETY EQUIP	310.48 *
660264	TRANSPORTATION STUDIES, INC.	ENGINEERING SERVICES	180.00 *
660265	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	105.49 *
660266	TURBO DATA SYSTEMS, INC	OTHER PROF SERV	12,125.65 *
660267	TYLER TECHNOLOGIES, INC.	OTHER PROF SERV	900.00 *
660268	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	WHSE INVENTORY	74.81 *
660269	U.S. ARMOR CORP.	UNIFORMS	881.80 *
660270	U.S. BEHAVIORAL HEALTH PLAN, CA DEPT# 75889	NON-SPEC CONTR SERV	1,416.80 *
660271	UNIFIRST CORP	LAUNDRY SERVICES	1,794.01 *
660272	UNITED TACTICAL SYSTEMS, LLC DBA PEPPERBALL	FURN/MACH/EQUIP REPL	978.75 *
660273	UNITED RENTALS NORTHWEST, INC	HEAVY EQUIP RENTAL	1,137.11
		AGGREGATES/MASONRY	243.60
			1,380.71 *
660274	VASILJ INC. DBA IVANKO	STREET CONSTR CONT	388,214.54 *
660275	VIC'S CONCRETE BREAKING & REMOVAL INC	OTHER MAINT ITEMS	1,045.00 *
660276	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	6,515.95 *
660277	GRAINGER	MAINT SUPP-TRAFF SIG	433.34

PAGE TOTAL FOR "*" LINES = 463,819.39

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		HARDWARE	73.96
		OTHER CONST SUPPLIES	50.75
			558.05 *
660278	UNITED WATER WORKS, INC.	WHSE INVENTORY	3,430.32 *
660279	*WILDER, CANDY	MED TRUST REIMB	189.83 *
660280	WHITE HOUSE CATERING INC	FOOD	851.23 *
660281	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	700.80 *
660282	LARRY CU	WATER REFUND	171.92 *
660283	LE, QUAN H.	TENANT UTILITY REIMB	11.00 *
660284	RICKY SATANONCHAI	CITATION DIST	51.00 *
660285	MARY DRUMMOND	ANIMAL PERMIT REVENU	300.00 *
660286	SIEMENS MOBILITY INC	MAINT-SERV CONTRACTS	7,280.00 *
660287	DTNTech MARKETING	OTHER PROF SUPPLIES	1,136.12 *
660288	MEMA ATTN: CRAIG CROWDER	DUES/MEMBERSHIPS	275.00 *
660289	*YOO, MEENA	MED TRUST REIMB	94.00 *
660290	CSULB FOUNDATION	TUITION/TRAINING	438.00 *
660291	MAI, NGOC HA THI	TENANT UTILITY REIMB	29.00 *
660292	BALDWIN, ROBERT	TENANT UTILITY REIMB	24.00 *
660293	MORENO, VALERIE	TENANT UTILITY REIMB	1.00 *
660294	MATTHEW BENDER & COMPANY INC. DBA LEXISNEXIS MATTHEW BENDER	BOOKS/SUBS/CASSETTES	1,644.92 *
660295	TRAN, TONY KIEU	TENANT UTILITY REIMB	21.00 *
660296	G.C. HUNG LE, DBA HL HOME	FEE REFUND	287.30
		SEWER FEES	803.00
			1,090.30 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660297	ROSALINDA MOORE	SELF-INS ADMN	232.32 *
660298	DEPARTMENT OF CONSERVATION DIV OF ADMIN SVCS,ACTG OFFICE	MAINT-SERV CONTRACTS	2,978.98 *
660299	XIANHONG PAN	TENANT UTILITY REIMB	8.00 *
660300	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	595.17 *
660301	TONY DAO	PLMBNG PERMIT REFUND	111.60
		BSASRF STATE FEE	0.80
		FEE REFUND	12.00
			124.40 *
660302	WESTERN WATER WORKS	WHSE INVENTORY	802.04 *
660303	RENEE LYNN VICTOR	TENANT UTILITY REIMB	12.00 *
660304	NAHRO	DUES/MEMBERSHIPS	3,562.24 *
660305	GARDEN GROVE POLICE ASSOCIATION RETIREE MEDICAL TRUST	POLICE RETIRED MED	778,284.00 *
660306	SOURCE GRAPHICS	OFFICE SUPPLIES/EXP	585.08 *
660307	DISPENSING TECHNOLOGY CORPORATION	ASPHALT PRODUCTS	1,929.86 *
660308	ULINE INC.	MINOR FURN/EQUIP	750.13
		OTHER MINOR TOOLS/EQ	138.72
			888.85 *
660309	E.G. BRENNAN & CO., INC.	REPAIRS-FURN/MACH/EQ	195.00 *
660310	CITY OF FRESNO POLICE DEPT	TUITION/TRAINING	910.00 *
660311	MEJIA, MARY A	TENANT UTILITY REIMB	15.00 *
660312	AMERICAN BARCODE & RFID	STREET SWEEPING SERV	397.04 *
660313	COUNTY OF ORANGE TREASURER REVENUE RECOVERY-A/R UNIT	CITATION DIST	76,750.00 *
660314	VERITIV OPERATING COMPANY	WHSE INVENTORY	1,596.45 *
660315	LEXISNEXIS RISK DATA MANAGEMENT INC 1008503	BOOKS/SUBS/CASSETTES	378.65 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660316	DISCOVERY SCIENCE CENTER	OTHER PROF SERV	2,584.50 *
660317	*ROMBOUGH, JENNIFER	MILEAGE REIMB SUBSISTENCE	75.16 16.00 91.16 *
660318	ORANGE COUNTY SHERIFF'S DEPT	TUITION/TRAINING	65.00 *
660319	KAYE'S KITCHEN	FOOD	110.00 *
660320	HERNANDEZ, ANTHONY DBA AH ILLUSIONS INC.	OTHER PROF SERV	225.00 *
660321	SECOND HARVEST FOOD BANK OF ORANGE COUNTY, INC.	OTHER FOOD ITEMS	250.00 *
660322	ASENCIO, SONIA LISA	TENANT UTILITY REIMB	20.00 *
660323	VIVINT SOLAR	BLDG PERMIT REFUND FEE REFUND ELECTRL P/C FEES REF	128.00 8.00 73.60 209.60 *
660324	JOHNNY DAVID ALLEN JR. DBA JOHNNY ALLEN TENNIS ACADAMY	INSTRUCTOR SERVICES	343.98 *
660325	NGUYEN, BECKY	TENANT UTILITY REIMB	64.00 *
660326	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	767.00 220.00 987.00 *
660327	DAVID EVANS & ASSOCIATES, INC.	ENGINEERING SERVICES	5,028.60 *
660328	ENVIRONMENTAL CRIMINOLOGY RESEARCH INC	MAINT-SERV CONTRACTS	1,750.00 *
660329	THE GEO GROUP, INC. ATTN: CONTROLLER	JAILER SERVICES	49,295.67 *
660330	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	10,949.27 *
660331	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
660332	WIRELESS TELEMATICS, LLC	OTHER PROF SERV	360.00 *
660333	AT&T	OTHER PROF SERV	70.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
660334	EVIDENT CRIME SCENE PRODUCTS	MEDICAL SUPPLIES	626.30 *
660335	AMERICAN INTERNET SERVICES, LLC	NETWORK COMMUNICT	669.56 *
660336	CALL ONE, INC.	OFFICE SUPPLIES/EXP	1,917.26 *
660337	CITY CLERKS ASSOCIATION OF CALIFORNIA	DUES/MEMBERSHIPS	105.00 *
660338	SOUTHERN COMPUTER WAREHOUSE	DATA PROCESSING SUPP	256.69 *
660339	ANA VERGARA NEAL	MED TRUST REIMB	503.88 *
660340	INFOSEND, INC.	POSTAGE	5,751.96
		PRINTING	167.14
		OTHER PROF SERV	716.92
		PAPER/ENVELOPES	696.86
			7,332.88 *
660341	NICHOLS CONSULTING ENGINEERS, CHTD	OTHER PROF SERV	11,286.00 *
660342	SSD SYSTEMS	REPAIRS-FURN/MACH/EQ	169.00 *
660343	AAOC	DUES/MEMBERSHIPS	99.00 *
660344	CPRS DISTRICT 10	REGISTRATION FEES	300.00 *
660345	SEDANO, TERESA PRECIADO	TENANT UTILITY REIMB	26.00 *
660346	E-TEE EMBROIDERY, INC.	OTHER EDUCATION EXP	135.63 *
660347	LACEY CUSTOM LINENS, INC.	LAUNDRY SERVICES	231.47 *
660348	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	750.00 *
660349	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	NETWORKING SERVICES	1,129.32
		OTHER PROF SERV	8,354.00
		PAPER/ENVELOPES	580.73
			10,064.05 *
660350	OCTMA	DUES/MEMBERSHIPS	100.00 *
660351	XEROX CORPORATION DBA: XEROX FINANCIAL SERVICES	STD-XEROX	-5.26
		LTD-XEROX	5,170.11

PAGE TOTAL FOR "*" LINES = 34,572.72

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
		FUND BAL-UNAPPR	-5,164.85
		TAXES/LICENSES	465.48
		INTEREST COSTS	154.87
		LONG TERM DEBT	5,164.85
			5,785.20 *
660352	WILLIAM RONALD	CITATION DIST	79.00 *
660353	SOUTH COAST AQMD SITE ID #75725 (RULE 2202)	PERMITS/OTHER FEES	1,570.74 *
660354	MANAGEMENT PARTNERS INC.	OTHER PROF SERV	4,000.00 *
660355	JTB SUPPLY CO INC	ELECTRICAL SUPPLIES	163.13 *
660356	HOWENSTEIN, FRANK	SAFETY EQ/SUPPLIES	240.00 *
660357	FLEMING ENVIRONMENTAL INC.	MAINT-SERV CONTRACTS	420.00 *
660358	MICROSURVEY SOFTWARE, INC.	MAINT-SERV CONTRACTS	95.00 *
660359	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	PERMITS/OTHER FEES	122.77 *
660360	BAYER HVAC, INC.	MAINT-SERV CONTRACTS	750.00 *
660361	*PHAM, ANH	MED TRUST REIMB	812.00 *
660362	MICROCEPTION, INC.	MAINT-SERV CONTRACTS	3,330.00 *
660363	DATA HARDWARE DEPOT, LP	NETWORKING SUPPLIES	7,375.63 *
660364	DOAN, HUEY G	RENT SUBSIDY	2,430.00 *
W2793	CITY OF GARDEN GROVE-LIABILITY ACCT	LEGAL FEES	44,899.09
		MUN CLAIMS BD PMT	5,662.20
		OTHER CLAIMS PAYMNT	43.00
			50,604.29 *
W2794	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,558.05 *
W2795	SIMPSON CHEVROLET OF GG	TAX REBATE	4,500.00 *

PAGE TOTAL FOR "*" LINES = 88,835.81

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 03/11/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W2796	TOYOTA OF GARDEN GROVE DBA TOYOTA PLACE	TAX REBATE	15,500.00 *
W2797	VISION SERVICE PLAN	VISION-CAFE CONTR	6,767.74 *
W2798	GARDEN GROVE AUTOMOTIVE GARDEN GROVE KIA	TAX REBATE	500.00 *
W2799	MUNICIPAL WATER DISTRICT OF ORANGE COUNTY	IMPORT WTR-MWDOC	895,911.58 *
W2800	DELTA CARE USA ATTN: ACCTS RECEIVABLE	SELF-INS ADMN	6,908.98 *
W2801	LINCOLN FINANCIAL GROUP	LIFE INS PREMIUM	6,558.05 *
W2802	DELTA DENTAL OF CALIFORNIA	SELF-INS ADMN	2,430.36 *
W2803	U.S. BANK	FA-2014 TARB DEBT	569,805.77
		FA CASH 2016 TAB	825,919.52
			1,395,725.29 *
W2804	DELTA DENTAL OF CALIFORNIA	SELF-INS CLAIMS	23,858.90 *

PAGE TOTAL FOR "*" LINES = 2,354,160.90

FINAL TOTAL 4,952,241.34 *

DEMANDS #660122 - 660364 AND WIRES W2793 - W2804 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MARCH 11, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


 PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Omar Sandoval
Dept.: City Manager Dept.: City Attorney
Subject: Adoption of a Resolution Date: 3/24/2020
 ratifying the City
 Manager/Director of
 Emergency Services'
 Proclamation declaring the
 existence of a local
 emergency. (*Action Item*)

Consistent with the California Emergency Services Act (Govt. Code 8550 et seq.), section 6.08.070(A)(1) of the Garden Grove Municipal Code empowers the City Manager acting as the Director of Emergency Services to proclaim a local emergency if the City Council is not in session, and requires that the City Council shall take action to ratify the proclamation within seven days thereafter.

Effective at 12:01 a.m. Pacific Daylight Time on the 17th of March 2020, the City Manager acting as the Director of Emergency Services did proclaim the existence of a local emergency within the City of Garden Grove in response to the crisis created by the spread of the novel coronavirus disease, COVID-19.

The existence of the local emergency follows the declaration of a local health emergency on February 26, 2020 by the County of Orange, the declaration of a State emergency by Governor Newsom on March 4, 2020 and the declaration of a national emergency by President Trump on March 13, 2020.

The findings and orders associated with the local emergency are included in the attached resolution and proclamation.

RECOMMENDATION

It is recommended that:

- The City Council adopt the Resolution ratifying the City Manager/Director of Emergency Services proclamation declaring the existence of a local emergency.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	3/20/2020	Resolution	3-24-20_GG_Council_Resolution_re_Proclamation_of_Emergency_(2).pdf
Proclamation of Local Emergency	3/19/2020	Proclamation	GG_Local_Emergency_Proclamation-EOC_Activation.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
RATIFYING THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES'
PROCLAMATION DECLARING THE EXISTENCE OF A LOCAL EMERGENCY

WHEREAS, section 6.08.070(A)(1) of the Garden Grove Municipal Code empowers the City Manager acting as the Director of Emergency Services to proclaim a local emergency if the City Council is not in session and requires that the City Council shall take action to ratify the proclamation within seven days thereafter;

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City;

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat;

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, are also being reported in 117 countries, including 10,442 cases the United States with 150 deaths as of March 19, 2020;

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19;

WHEREAS, on February 26, 2020, the County of Orange declared a local emergency and a local health emergency; and on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and on March 13, 2020, United State President Donald Trump declared a national emergency all at a time when the City Council was not in session;

WHEREAS, in declaring a State of Emergency, Governor Newsom indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home

monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase;

WHEREAS, as of March 19, 2020 the number of cases in the United States rose to 10,442 and the number of cases in California rose to 652;

WHEREAS, Governor Newsom on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials;

WHEREAS, the President Donald J. Trump on March 13, 2020 declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem;

WHEREAS, on March 17, 2020 and March 18, 2020, the Orange County Health Officer, issued an order prohibiting all public and private gatherings as defined in California Department of Public Health *Guidance for the Prevention of COVID-19 Transmission for Gathering*, dated March 16, 2020 through March 31, 2020, and allowing businesses to continue to operate subject to social distancing recommendations by keeping a six-foot space between individuals, and ordering the closing of bars that do not sell food, and ordering all food establishments to close their dining areas and provide only take-out or drive-thru service;

WHEREAS, the City Council does hereby find that the conditions of extreme peril described in the City Manager's Proclamation, attached hereto as Exhibit 1 and incorporated hereto by reference, did warrant and necessitate the proclamation of the existence of a local emergency in the City of Garden Grove; and

WHEREAS, the City Manager acting as the Director of Emergency Services did proclaim the existence of a local emergency within the City effective at 12:01 a.m. Pacific Daylight Time on the 17th of March 2020.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Garden Grove that the Proclamation of the Existence of a Local Emergency, as issued by the City Manager acting as the Director of Emergency Services, is hereby ratified and confirmed.

The City Council ratifies, confirms, and enacts the imposition of the following orders during the existence of this local emergency:

1. The powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Garden Grove Emergency Operations Plan.

2. Activation of the Emergency Operation Center on Friday, March 13, 2020.
3. Within the boundaries of the City of Garden Grove, the Public Health Experts' recommendations shall be deemed mandatory.
4. Closing the following City facilities, and canceling all programs and classes thereon:
 - (a) H. Louis Lake Senior Center; Garden Grove Sports and Recreation Center; Atlantis Play Center; Buena Clinton Youth and Family Center; Garden Grove Community Meeting Center; Garden Grove Courtyard Center. Limited services at the Magnolia Park Family Resource Center.
 - (b) The Tiny Tot program will be canceled in accordance with the Garden Grove Unified School District's suspension of classes.
 - (c) Garden Grove City Hall services will be provided by phone or email only. Water bill payments can be made over the phone, online, by mail, or drop box, located in front of City Hall (non-cash payments only).
 - (d) Garden Grove Housing Authority will suspend all face-to-face office visits, and will be open for paperwork drop-off only. All services will be provided by phone or email. Annual inspections will be postponed and rescheduled. New lease inspections will be performed if the units are vacant, and all communication with the owner or tenant will be via email or phone. Failed inspection repairs will be verified via email with pictures provided by tenant/owner. Special inspections will be delayed unless it's essential to the health and safety of the tenant.
 - (e) The Garden Grove Police Department headquarters front lobby is closed. For non-emergency services, the public may use the red phone, located outside of police headquarters, or call the non-emergency number. Officers will continue to respond to emergency calls, but will be limiting public contact. All registrant, fingerprinting, property release and Juvenile Justice Center programs are suspended. Vehicle releases will be done by appointment only.
 - (f) The Garden Grove Municipal Service Center is closed. Services will be provided by phone and email only.
 - (g) The Tuesday, March 24 Garden Grove City Council meeting and Housing Authority meeting will be held in the Garden Grove Community Meeting Center Council Chamber, however, public seating will be moved to the adjoining Constitution Room. Councilmembers may attend by

teleconferencing. Public comments may be emailed in advance to the City Clerk's Office. Meetings will be livestreamed via the City's GGTV3 YouTube Channel, also accessible on Spectrum Cable Channel 3.

5. Suspension of street sweeping citations.
6. Suspension of water shut-offs for non-payment through March 31, 2020. Late payments will be accepted without penalty if paid by April 15, 2020.
7. Suspension of the limitations in the Garden Grove Municipal Code on the hours of operation of, and deliveries to, businesses and establishments engaged in essential activities.
8. Pursuant to paragraph 2 of Governor Newsom's Executive Order N-28-20 adopted on March 16, 2020 from the date of this Resolution and through May 31, 2020 a temporarily moratorium suspending residential and commercial evictions and foreclosures due to nonpayment of rent or substantial decrease in household or business income caused by layoff, or a reduction in compensable hours of work or a substantial decrease in business income caused by a reduction in opening hours or consumer demand or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic or by any local, state or federal government response to COVID-19, which is documented. This moratorium does not relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

Adopted this 24th day of March.

**A PROCLAMATION OF THE CITY MANAGER OF THE CITY OF GARDEN GROVE,
CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES,
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY
EFFECTIVE 12:01 A.M. PACIFIC DAYLIGHT TIME ON MARCH 17, 2020**

WHEREAS, Garden Grove Municipal Code Section 6.08.070(A)(1) empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity and the City Council is not in session; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern" and on March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On February 26, 2020, the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on February 2, 2020, the federal government initiated the suspension of entry of foreign nationals who were in China during the 14-day period preceding their entry or attempted entry into the United States; and

WHEREAS, as of March 10, 2020, the WHO reported that, to date, 125,048 confirmed cases of COVID-19, 4,613 of which resulted in death, across 117 countries; and

WHEREAS, in declaring a State of Emergency, Governor Newsome indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home

monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, Governor Newsom and the California Department of Health on March 11, 2020, issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, Governor Newsom on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS, the President Donald J. Trump on March 13, 2020 declared a national emergency to provide disaster funding, speed up the United States response to the crisis created by COVID-19, and to offer maximum flexibility to attack the problem; and

WHEREAS, the City of Garden Grove has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Garden Grove is a densely populated city within Orange County, which is the sixth largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Garden Grove and Orange County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Garden Grove Municipal Code section 6.08.070(A)(1).

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Garden Grove as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 6.08 of Title 6 of the Garden Grove Municipal Code, as of 12:01 a.m. on March 17, 2020 a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by ordinances, resolutions, and orders of this City, including but not limited to the City of Garden Grove Emergency Operations Plan.
- D. The City Council shall review and ratify this proclamation within 7 days of its effective date as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- E. That the City of Garden Grove orders that, within the boundaries of the City of Garden Grove, the Public Health Experts' recommendations shall be deemed mandatory.

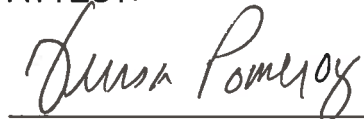
- F. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Garden Grove; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

Executed this 16th day of March 2020 to take effect at 12:01 a.m. Pacific Daylight Time on the 17th day of March 2020.



Scott C. Stiles, City Manager

ATTEST:



Teresa Pomeroy, City Clerk

APPROVED AS TO FORM:



Omar Sandoval, City Attorney

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Omar Sandoval
Dept.: City Manager Dept.: City Attorney
Subject: Introduction and first reading of an Ordinance adding expedited review of electric vehicle charging system Date: 3/24/2020

OBJECTIVE

For the City Council to conduct the first reading and introduce an ordinance adding regulations to the municipal code to create an expedited, streamlined permitting process for electric vehicle charging stations as required by State law.

BACKGROUND

AB 1236 (2015) added section 65850.7 to the California Government Code requiring cities to expedite the permitting of electric vehicle charging systems. Although the City processes electric vehicle charging systems ministerially and expeditiously, the law requires the City to adopt an ordinance specifying the requirements for expediting the issuance of the permits.

DISCUSSION

In addition to the requirement for adoption of an ordinance to establish an expedited, streamlined process for permitting of electric vehicle charging stations, AB 1236 also requires the establishment of a checklist containing objective requirements for the installation of an electric vehicle charging station. The law also clarifies that a jurisdiction shall not condition approval of a permit for an electric vehicle charging station based on the approval of an association as defined in California Civil Code, Section 4080.

The intent of the law and the attached ordinance is to encourage the use of electric vehicle charging stations by removing unreasonable barriers, minimizing costs to property owners and expanding the ability of property owners to install electric vehicle charging stations, while allowing the Building Official to protect the public health and safety.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Introduce and conduct the first reading of the attached Ordinance adding Chapter 18.57 to Title 18 of the Garden Grove Municipal Code relating to electric vehicle charging systems.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	3/17/2020	Ordinance	3-24-20_GG_Ordinance_adding_expedited_review_of_electric_vehicles_charging_stations.pdf

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 18.57 TO TITLE 18 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO ELECTRIC VEHICLE CHARGING SYSTEMS.

CITY ATTORNEY SUMMARY

This Ordinance adds regulations to the City's municipal code to create an expedited, streamlined permitting process for electric vehicle charging stations as required by State law.

WHEREAS, the State of California promotes and encourages the use of fuel-efficient electric vehicles;

WHEREAS, Government Code Section 65850.7(g)(1) requires, in relevant part, that every city adopt an ordinance that creates an expedited, streamlined permitting process for electric vehicle charging stations consistent with the goals and intent of Government Code Section 65850.7(a); and

WHEREAS, Government Code section 65850.7 further provides that the expedited review and approval of electric vehicle charging stations shall be administrative in nature, and that such stations shall only be denied unless certain specific findings are made.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 18.57 (Electric Vehicle Charging Systems) is hereby added to Title 18 (Building Codes and Regulations) of the Garden Grove Municipal Code to read as follows:

Chapter 18.57

ELECTRIC VEHICLE CHARGING SYSTEMS EXPEDITED, STREAMLINED PERMITTING PROCESS

18.57.010 DEFINITIONS

“Electric vehicle charging station” or “charging station” means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in vehicle.

“Electronic submittal” means the utilization of one or more of either electronic mail, the Internet, or facsimile.

“Feasible Method to Satisfactorily Mitigate or Avoid the Specific Adverse Impact” includes, but is not limited to, any cost-effective method, condition or mitigation imposed by the City on another similarly situated application in a prior successful application for a similar permit.

“Specific adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

18.57.020 PURPOSE

The purpose of this Chapter is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations.

18.57.030 APPLICABILITY

This Chapter applies to the permitting of all electric vehicle charging systems in the City. Electric vehicle charging systems legally established or permitted prior to the effective date of this Chapter are not subject to the requirements of this Chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of an electric vehicle charging system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements of the components of an electric vehicle charging station shall not be considered a material change.

18.57.040 ELECTRIC VEHICLE CHARGING SYSTEM REQUIREMENTS

A. All electric vehicle charging systems shall meet all applicable health and safety standards and requirements, including, but not limited to, any requirements imposed by the State, local fire department, California Building and Electrical Code, this Code, and Federal laws, including the Americans with Disability Act.

B. All electric vehicle charging systems shall further meet the applicable safety and performance standards established by the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories, and rules of the Public Utilities Commission regarding safety and reliability.

C. Installation of electric vehicle charging stations shall be incorporated into the load calculations of all new or existing electrical services and shall meet the

requirements of the California Electrical code. Electric vehicle charging equipment shall be considered a continuous load.

D. Anchorage of either floor-mounted or wall-mounted electric vehicle charging stations shall meet the requirements of the California Building or Residential Code as applicable per occupancy, and the provisions of the manufacturer's installation instructions. Mounting of charging stations shall not adversely affect building elements.

18.57.050 DUTIES OF THE CITY'S CHIEF BUILDING OFFICIAL

A. All documents required for submission of an electric vehicle charging system application shall be made publicly available on the City's website.

B. The Chief Building Official is empowered and directed to adopt a checklist of all requirements with which electric vehicle charging systems shall comply to be eligible for expedited review.

C. The electric vehicle charging system permit process and checklist shall substantially conform to recommendations contained in the most current version of the Plug-In Electric Vehicle Infrastructure Permitting Checklist contained in the Zero-Emission Vehicles in California: Community Readiness Guidebook adopted by the Governor's Office of Planning and Research.

D. The Chief Building Official shall allow the electronic submittal of the electric vehicle charging station application.

18.57.060 PERMIT REVIEW REQUIREMENTS

A. Review of the permit application shall be limited to the Chief Building Official's review of whether the application meets local, state and federal health and safety requirements. The application shall be administratively reviewed by the Chief Building Official as a nondiscretionary permit.

B. The City shall not condition approval of an application on the approval of an association, as that term is defined by Civil Code section 4080.

C. An application for an electric vehicle charging station shall be deemed complete and the permit available for issuance, when the Chief Building Official determines that the application satisfies all the requirements found in the checklist.

D. If an application is deemed incomplete, a written plan check correction notice will be available to the applicant within ten (10) working days, detailing all deficiencies in the application and any additional information or documentation

required to be eligible for expedited permit issuance shall be given to the applicant for resubmission.

E. The Chief Building Official, in consultation with the Planning Services Manager, may require an applicant to apply for a conditional use permit if the Chief Building Official finds, based on substantial evidence, that the electric vehicle charging station could have a specific, adverse impact upon the public health and safety. The Chief Building Official's decision to require a conditional use permit may be appealed by the applicant to the Planning Commission within 15 calendar days of the Chief Building Official's decision.

F. If a conditional use permit is required, the application for the conditional use permit may be denied if the Planning Commission makes written findings, based upon substantial evidence in the record, that the proposed installation would have a specific, adverse impact upon the public health or safety and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact. Such findings shall include the basis for the rejection of potential feasible alternatives for preventing the specific, adverse impact. The decision of the Planning Commission may be appealed to the City Council within 15 days of the Planning Commission's decision.

SECTION 2: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3: 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.