



AGENDA

Garden Grove City
Council

Tuesday, May 12, 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. ORAL COMMUNICATIONS (to be held simultaneously with other legislative bodies)

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

2. CONSENT ITEMS

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

- 2.a. Adoption of a proclamation recognizing May as Wildfire Awareness and Prevention Month. *(Action Item)*
- 2.b. Adoption of a Proclamation recognizing May 6 - May 12, 2020 as National Nurses Week. *(Action Item)*
- 2.c. Adoption of a Proclamation recognizing May 16, 2020, as Parks to Kids Day in observance of social distancing. *(Action Item)*
- 2.d. Approval of the proposed Fiscal Year 2020-21 West Orange County Water Board Budget. *(Action Item)*
- 2.e. Adoption of a Resolution authorizing an application for, and receipt of, Local Early Action Planning (LEAP) Grant Program funds. *(Action Item)*
- 2.f. Approval of Amendment No. 4 of the Agreement with West Coast Arborists, Inc. to provide tree services. (Cost: \$150,000) *(Action Item)*
- 2.g. Adoption of a Resolution authorizing the City Manager to execute the First Amendment to the Billboard Removal and Relocation Agreement with Outfront Media. *(Action Item)*
- 2.h. Approval of the Third Amendment of the Lease Agreement with

SteelCraft Garden Grove, LP, for property located at 12900 Euclid Street, Garden Grove. (*Action Item*)

- 2.i. Receive and file minutes from the meeting held on April 28, 2020. (*Action Item*)
- 2.j. Receive and file warrants. (*Action Item*)
- 2.k. Approval to waive full reading of Ordinances listed. (*Action Item*)

3. ITEMS FOR CONSIDERATION

- 3.a. Approval of a Community Workforce Agreement with Los Angeles and Orange Counties Building and Construction Trades Council and Signatory Craft Council and Local Unions. (*Action Item*)
- 3.b. City Council review and confirmation of the necessity for continuing the Local Emergency related to the on-going threat of the COVID-19 Pandemic, and confirmation of the Director of Emergency Services Executive Orders related thereto. (*Action Item*)
- 3.c. Approval of the Fourth Amendment to the Agreement with the County of Orange to provide forensic services. (Cost: \$555,505) (*Action Item*)
- 3.d. Award a contract to R.J. Noble Company for Project No. 7212, 7215, and 7292, Various Arterial and Residential Street Improvements. (Cost: \$4,948,345) (*Action Item*)

4. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

- 4.a. Second reading of Ordinance No. 2914
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING PROVISIONS OF CHAPTER 2.52 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE INCREASING PUBLIC WORKS CONTRACTS BIDDING THRESHOLDS TO CONFORM WITH STATE LAW. (*Action Item*)
- 4.b. Second reading of Ordinance No. 2915
Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 2.14 TO TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO ELECTRONIC FILING OF CAMPAIGN FINANCE DISCLOSURE STATEMENTS. (*Action Item*)

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

5.a. Coronavirus Emergency Operation Command Update presented by City Manager Stiles including:

- Review of Playbook for Reopening City of Garden Grove Operations and Garden Grove Businesses.
- Community Services update by John Montanez, Community Services Director.
- Public Safety update by Police Chief DaRé.
- Financial update by Patricia Song, Finance Director.

6. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, May 26, 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: Scott C. Stiles From: Ana Pulido
Dept.: City Manager Dept.: City Manager
Subject: Adoption of a proclamation recognizing May as Wildfire Awareness and Prevention Month. (*Action Item*) Date: 5/12/2020

Attached is a Proclamation recognizing May as Wildfire Awareness and Prevention Month recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	5/8/2020	Proclamation	Wildfire_Awareness_and_Prevention_Season.pdf

Proclamation

Wildfire Awareness and Prevention Season

WHEREAS, In the last four years, California has experienced eight of the most destructive wildfires and five of the deadliest wildfires in the state's history. In 2019, wildfires burned more than 259,823 acres, destroyed over 732 structures, and tragically claimed three lives; and

WHEREAS, Climate change has created a new wildfire reality in California. Persistent drought, warmer temperatures, and more severe winds have created conditions that will lead to more frequent and catastrophic fires. To meet this challenge, California must adopt an all-of-the-above approach to protecting public safety and maintaining the health of our forests; and

WHEREAS, Eleven million people, approximately a quarter of the state's population, live in high fire risk areas, including the Wildland-Urban Interface. Public education and up-to-date regional emergency planning will be key to making our communities more resilient to the impacts of wildfire and other extreme weather events; and

WHEREAS, The City of Garden Grove is responsive to public education efforts and can help inform residents about Ready, Set, Go! at [OCFA.org/RSG](https://ocfa.org/RSG) to prepare for wildfire season and help prevent loss of life and property; and

WHEREAS, It is important for Garden Grove and all Orange County residents to recognize that a robust wildfire response by firefighters alone cannot protect us, and every citizen has a key role in preventing destructive wildfires from occurring.

NOW, THEREFORE, the Garden Grove City Council does hereby proclaim mid-summer through early autumn as "Wildfire Awareness and Prevention Season" in the City of Garden Grove and encourages everyone to prevent sparking a wildfire by raising public awareness and taking steps to protect homes and businesses. One less spark means one less wildfire.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Adoption of a Proclamation recognizing May 6 - May 12, 2020 as National Nurses Week. (*Action Item*) Date: 5/12/2020

Attached is a Proclamation recognizing May 6 through May 12, 2020, as National Nurses Week recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	5/8/2020	Proclamation	5-12-20_National_Nurses_Week_(1).pdf

PROCLAMATION

National Nurses Week

May 6 – May 12, 2020

WHEREAS, Nurses provide compassionate and critical care to patients on a daily basis;

WHEREAS, Nurses have a rich historic past dating back centuries;

WHEREAS, Nursing is not just a vocation but a special calling to serve others, most notably in times when help is needed through war, epidemics, and pandemics;

WHEREAS, Nurses have made personal sacrifices to give hope, help, and healing to people in need;

WHEREAS, their contributions to the health and well-being of all who need medical attention have been brought to the forefront with the COVID-19 crisis; and

WHEREAS, Over the past weeks and months, nurses have worked heroically on the frontlines, risking their own health.

NOW, THEREFORE, BE IT PROCLAIMED, that the City of Garden Grove does hereby declare in recognition of the hard work and personal sacrifice nurses make every day and celebrate National Nurses Week.

May 12, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Adoption of a Proclamation Date: 5/12/2020
recognizing May 16, 2020, as
Parks to Kids Day in
observance of social
distancing. (*Action Item*)

Attached is a Proclamation recognizing May 16, 2020, as Parks to Kids Day in observance of social distancing, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	5/6/2020	Proclamation	5-12- 20_Parks_to_Kids_Day.pdf

PROCLAMATION

Saturday, May 16, 2020 as Parks to Kids Day

WHEREAS, Parks to Kids Day was organized and launched by the National Park Trust in 1983 with the purpose of creating park stewards for tomorrow;

WHEREAS, Saturday, May 16, 2020, is the tenth annual Parks to Kids Day celebrated across the nation;

WHEREAS, Parks to Kids Day empowers kids and encourages families to embrace what they can do outdoors at America's parks, public lands and waters and broadens appreciation for nature and the outdoors;

WHEREAS, Parks to Kids Day recognizes the necessity and importance for social distancing while enjoying the benefits of the outdoors during the COVID-19 crisis; and

WHEREAS, encouraging an active lifestyle to combat health issues in children and adults and to take time to be outdoors to walk, run, ride a bike, garden in your yard or to just observe nature is essential.

NOW THEREFORE, the Garden Grove City Council does hereby proclaim May 16, 2020, as Parks to Kids Day in Garden Grove.

May 12, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Approval of the proposed Fiscal Year 2020-21 West Orange County Water Board Budget. (<i>Action Item</i>)	Date:	5/12/2020

OBJECTIVE

To receive City Council approval of the West Orange County Water Board Fiscal Year 2020-21 proposed budget.

BACKGROUND

The West Orange County Water Board (WOCWB) is a joint powers authority created in 1967 by the cities of Garden Grove, Huntington Beach, Seal Beach, and Westminster for the purpose of maintenance and operation of water transmission lines for imported water.

DISCUSSION

The joint powers agreement requires that the WOCWB prepare a proposed annual budget, and that each of the contracting public agencies approve the budget before its adoption. The total WOCWB budget for fiscal year 2020/21 is \$1,649,000 for operational expenses and capital costs (see attachment).

FINANCIAL IMPACT

The City of Garden Grove Water Services Division share is set at 4.2 percent of the operating budget, for a total of \$47,208, and will be funded by the Water Enterprise Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the West Orange County Water Board Fiscal Year 2020/21 proposed budget.

By: Samuel K. Kim, P.E.
Water Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
WOCWB Proposed Budget FY 20-21	4/6/2020	Backup Material	WOCWB_FY_20- 21_Expenditures.pdf
WOCWB Proposed Budget FY 20-21 Allocation by Agency	4/6/2020	Backup Material	WOCWB_FY_20- 21_Budget_Allocation.pdf

WEST ORANGE COUNTY WATER BOARD
DRAFT FISCAL YEAR 2020-21 BUDGET

		FY 19-20 Approved	FY 20-21 Proposed
ACCOUNT NUMBER	ACCOUNT DESCRIPTION		
	OPERATING EXPENSES		
50885101.61200	Electricity	\$4,500	\$4,500
50885101.64620	Contracts for Repairs and Maintenance	\$50,000	\$40,000
	PLC Design for SCADA	\$25,000	\$25,000
	Vault (2) Refurbishment	\$20,000	\$30,000
50885101.69345	Auditing	\$5,500	\$5,500
50885101.69375	Attorney Fees	\$2,500	\$2,500
50885101.69365	Other Contract Services	\$2,000	\$2,000
50885101.73010	General/Liability Insurance	\$9,500	\$9,500
50885101.75400	Board Stipend Expense	\$2,500	\$2,500
50885101.79100	Contingency	\$2,500	\$2,500
50885101.82100	Cathodic Protection	\$0	\$1,000,000
	OPERATING EXPENSES	\$124,000	\$1,124,000
	NON OPERATING EXPENDITURES		
50885102.88010	Debt Service*	\$525,000	\$525,000
	TOTAL	\$649,000	\$1,649,000

*Cities of Huntington Beach and Seal Beach for OC-35 realignment project loan

**FISCAL YEAR 2020-21 BUDGET
ALLOCATION OF COSTS BY AGENCY**

Operating Budget

ACCOUNT NUMBER	AGENCY	OWNERSHIP PERCENTAGE	FY 20/21 Cost
50800508.46610	Huntington Beach	56.1	\$69,564
50800508.46620	Garden Grove	4.2	\$5,208
50800508.46630	Seal Beach	14.3	\$17,732
50800508.46640	Westminster	25.4	\$31,496
	Totals	100.0	\$124,000

First Year Cathodic Protection

50800508.46610	Huntington Beach	56.1	\$561,000
50800508.46620	Garden Grove	4.2	\$42,000
50800508.46630	Seal Beach	14.3	\$143,000
50800508.46640	Westminster	25.4	\$254,000
	Totals	100.0	\$1,000,000

Fourth Year OC-35 Relocation Project Loan Payment

50800508.46610	Huntington Beach	56.1	\$418,372
50800508.46620	Garden Grove*	4.2	\$0
50800508.46630	Seal Beach	14.3	\$106,628
50800508.46640	Westminster	25.4	\$0
	Totals	100.0	\$525,000

*Garden Grove and Westminster have paid off their portions of the loan

Total Proposed Budget

50800508.46610	Huntington Beach	56.1	\$1,048,936
50800508.46620	Garden Grove*	4.2	\$47,208
50800508.46630	Seal Beach	14.3	\$267,360
50800508.46640	Westminster	25.4	\$285,496
	Total Budget		\$1,649,000

Total Proposed Budget

\$1,649,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution authorizing an application for, and receipt of, Local Early Action Planning (LEAP) Grant Program funds. (<i>Action Item</i>)		
		Date:	5/12/2020

OBJECTIVE

The purpose of this memorandum is to request that the City Council adopt a Resolution (Attachment No. 1) authorizing the City Manager to execute the LEAP Grant Application (Attachment No. 2), the LEAP Grant Standard Agreement and associated documents, and any amendments thereto, on behalf of the City as required by the Department of Housing and Community Development (HCD) for receipt of the LEAP Grant, and appropriate any funds received from the LEAP Grant Application for the purposes designated therein.

BACKGROUND

On January 27, 2020, the California Department of Housing and Community Development (HCD) released a Notice of Funding Availability (NOFA) for approximately \$119,040,000 as part of the LEAP Grants Program. LEAP is made available as a portion of the Local Government Planning Support Grants Program pursuant to Chapter 3.1 of Health and Safety Code (Sections 50515 to 50515.05) (Chapter 159, Statutes of 2019). LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production, and facilitate compliance in implementing the sixth cycle of the Regional Housing Need Assessment (RHNA).

DISCUSSION

The City's LEAP Grant Application requests \$500,000 in grant funding for the following activities to streamline housing approvals and accelerate housing production:

- General Plan Land Use Element Update
- Book of Pre-Approved ADU Plans/Designs

- Objective Multi-Family Development Standards
- High Quality Transit Area (HQTa) Overlay District
- Building/Planning Software

FINANCIAL IMPACT

There is no impact to the General Fund. However, a successful grant application will bring up to \$500,000 to the City to streamline housing approvals and accelerate housing production.

RECOMMENDATION

It is recommended that the City Council:

- Adopt the Resolution authorizing the City Manager to execute the LEAP Grant Application, the LEAP Grant Standard Agreement and associated documents, and any amendments thereto, on behalf of the City as required by the Department of Housing and Community Development (HCD) for receipt of the LEAP Grant; and
- Appropriate any funds received from the LEAP Grant Application for the purposes designated therein.

By: Nate Robbins, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
LEAP Grant Resolution	5/7/2020	Resolution	5-12-20_LEAP_Grant_Resolution_(FINAL).pdf
LEAP Grant Application	4/30/2020	Exhibit	LEAP_Application_Rev2.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT
PLANNING SUPPORT GRANT PROGRAM FUNDS.

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq., the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP);

WHEREAS, the City Council of the City of Garden Grove desires to submit a LEAP grant application package ("Application"), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020, in the amount of \$119,040,000, for assistance to all California Jurisdictions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE, AS FOLLOWS:

Section 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

Section 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager, or his/her designee, is authorized to submit the Application on behalf of the City of Garden Grove, enter into, execute, and deliver on behalf of the City, a State of California Agreement (Standard Agreement) for the amount of \$500,000.00, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the City's obligations related thereto, and all amendments thereto; and

Section 3. The City of Garden Grove shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the City of Garden Grove hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

Adopted this 12th day of May 2020.

Local Early Action Planning Grant Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Doug McCauley, Acting Director
Department of Housing and Community Development**

**Zachary Olmsted, Deputy Director
Department of Housing and Community Development
Housing Policy Development**

2020 West El Camino, Suite 500
Sacramento, CA 95833

Website: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>

Email: EarlyActionPlanning@hcd.ca.gov

January 27, 2020

LEAP Application Packaging Instructions

The applicant is applying to the Department of Housing and Community Development (Department) for a grant authorized underneath the Local Early Action Planning Grants (LEAP) provisions pursuant to Health and Safety Code Sections 50515 through 50515.05. LEAP provides funding to jurisdictions for the preparation and adoption of planning documents, process improvements that accelerate housing production and facilitate compliance in implementing the sixth cycle of the regional housing need assessment. If you have questions regarding this application or LEAP, email earlyactionplanning@hcd.ca.gov.

If approved for funding, the LEAP application is incorporated as part of your Standard Agreement with the Department. In order to be considered for funding, all sections of this application, including attachments and exhibits if required, must be complete and accurate.

All applicants must submit a complete, signed, original application package and digital copy on CD or USB flash drive to the Department and postmarked by the specified due date in the NOFA. Applicants will demonstrate consistency with LEAP requirements by utilizing the following forms and manner prescribed in this application.

- Pages 3 through 14 constitute the full application (save paper, print only what is needed)
- Attachment 1: Project Timeline and Budget: Including high-level tasks, sub-tasks, begin and end dates, budgeted amounts, deliverables, and adoption and implementation dates.
- Attachment 2: Nexus to Accelerating Housing Production
- Attachment 3: State and Other Planning Priorities
- Attachment 4: Required Resolution Template
- Government Agency Taxpayer ID Form (available as a download from the LEAP webpage located at <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml>)
- If the applicant is partnering with another local government or other entity, include a copy of the legally binding agreement; and
- Supporting documentation (e.g., letters of support, scope of work, project timelines, etc.)

Pursuant to Section XII of the LEAP 2020 Notice of Funding Availability (NOFA), the application package must be postmarked on or before July 1, 2020, and received by the Department at the following address:

**Department of Housing and Community Development
Division of Housing Policy Development
2020 West El Camino Ave, Suite 500
Sacramento, CA 95833**

A. Applicant Information and Certification

Applicant (Jurisdiction)					
Applicant's Agency Type					
Applicant's Mailing Address					
City					
State	California	Zip Code			
County					
Website					
Authorized Representative Name					
Authorized Representative Title					
Phone		Fax			
Email					
Contact Person Name					
Contact Person Title					
Phone		Fax			
Email					
Proposed Grant Amount	\$				
<p><i>Pursuant to Health and Safety Code Section 50515.03 through (d) of the Guidelines, all applicants must meet the following two requirements to be eligible for an award:</i></p>					
1. Does the application demonstrate a nexus to accelerating housing production as shown in Attachment 1?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
2. Does the application demonstrate that the applicant is consistent with State Planning or Other Priorities; Attachment 2?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is a fully executed resolution included with the application package?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does the address on the Government Agency Taxpayer ID Form exactly match the address listed above?		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Is the applicant partnering with another eligible local government entity? If Yes, provide a fully executed copy of the legally binding agreement.		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Local Early Action Planning Program (LEAP), the _____ assumes the responsibilities specified in the Notice of Funding Availability and certifies that the information, statements and other contents contained in this application are true and correct.

Signature: _____ Name: _____

Date: _____ Title: _____

B. Proposed Activities Checklist

Check all activities the locality is undertaking. Activities must match the project description.		
1	<input type="checkbox"/>	Rezoning and encouraging development by updating planning documents and zoning ordinances, such as general plans, community plans, specific plans, implementation of sustainable communities' strategies, and local coastal programs
2	<input type="checkbox"/>	Completing environmental clearance to eliminate the need for project-specific review
3	<input type="checkbox"/>	Establishing housing incentive zones or other area based housing incentives beyond State Density Bonus Law such as a workforce housing opportunity zone pursuant to Article 10.10 (commencing with Section 65620) of Chapter 3 of Division 1 of Title 7 of the Government Code or a housing sustainability district pursuant to Chapter 11 (commencing with Section 66200) of Division 1 of Title 7 of the Government Code
4	<input type="checkbox"/>	Performing infrastructure planning, including for sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents
5	<input type="checkbox"/>	Planning documents to promote development of publicly owned land such as partnering with other local entities to identify and prepare excess or surplus property for residential development
6	<input type="checkbox"/>	Revamping local planning processes to speed up housing production
7	<input type="checkbox"/>	Developing or improving an accessory dwelling unit ordinance in compliance with Section 65852.2 of the Government Code
8	<input type="checkbox"/>	Planning documents for a smaller geography (less than jurisdiction-wide) with a significant impact on housing production including an overlay district, project level specific plan, or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
9	<input type="checkbox"/>	Rezoning to meet requirements pursuant to Government Code Section 65583(c)(1) and other rezoning efforts to comply with housing element requirements, including Government Code Section 65583.2(c) (AB 1397, Statutes of 2018)
10	<input type="checkbox"/>	Upzoning or other implementation measures to intensify land use patterns in strategic locations such as close proximity to transit, jobs or other amenities
11	<input type="checkbox"/>	Rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps); Establishing Pre-approved architectural and site plans
12	<input type="checkbox"/>	Preparing and adopting housing elements of the general plan that include an implementation component to facilitate compliance with the sixth cycle RHNA
13	<input type="checkbox"/>	Adopting planning documents to coordinate with suballocations under Regional Early Action Planning Grants (REAP) that accommodate the development of housing and infrastructure and accelerate housing production in a way that aligns with state planning priorities, housing, transportation equity and climate goals, including hazard mitigation or climate adaptation
14	<input type="checkbox"/>	Zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
15	<input type="checkbox"/>	Zoning incentives for housing for persons with special needs, including persons with developmental disabilities
16	<input type="checkbox"/>	Planning documents related to carrying out a local or regional housing trust fund
17	<input type="checkbox"/>	Environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary (e.g., less than 15% of the total grant amount) and part of a proposed activity with a nexus to accelerating housing production
18	<input type="checkbox"/>	Other planning documents or process improvements that demonstrate an increase in housing related planning activities and facilitate accelerating housing production
19	<input type="checkbox"/>	Establishing Prohousing Policies

C. Project Description

*Provide a description of the project and each activity using the method outlined below, and ensure the narrative speaks to **Attachment 1: Project Timeline and Budget**.*

- a. Summary of the Project and its impact on accelerating production*
- b. Description of the tasks and major sub-tasks*
- c. Summary of the plans for adoption or implementation*

Please be succinct and use Appendix A or B if more room is needed.

D. Legislative Information

District	#	Legislator Name
Federal Congressional District		
State Assembly District		
State Senate District		

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

Attachment 1: Project Timeline and Budget

Include high-level tasks, major sub-tasks (Drafting, Outreach, Public Hearings and Adoption), budget amounts, begin and end dates and deliverables. If other funding is used, please note the source and amount in the Notes section.

Attachment 2: Application Nexus to Accelerating Housing Production

Applicants shall demonstrate how the application includes a nexus to accelerating housing production by providing data regarding current baseline conditions and projected outcomes such as a reduction in timing, lower development costs, increased approval certainty, increases in number of entitlements, more feasibility, or increases in capacity. An expected outcome should be provided for each proposed deliverable. If necessary, use Appendix B to explain the activity and its nexus to accelerating housing production.

Select at least one	*Baseline	**Projected	***Difference	Notes
Timing (e.g., reduced number of processing days)				
Development cost (e.g., land, fees, financing, construction costs per unit)				
Approval certainty and reduction in discretionary review (e.g., prior versus proposed standard and level of discretion)				
Entitlement streamlining (e.g., number of approvals)				
Feasibility of development				
Infrastructure capacity (e.g., number of units)				
Impact on housing supply and affordability (e.g., number of units)				

*** Baseline – Current conditions in the jurisdiction (e.g. 6-month development application review, or existing number of units in a planning area)**

****Projected – Expected conditions in the jurisdiction because of the planning grant actions (e.g. 2-month development application review)**

*****Difference – Potential change resulting from the planning grant actions (e.g., 4-month acceleration in permitting, creating a more expedient development process)**

Attachment 3: State and Other Planning Priorities Certification (Page 1 of 3)

Applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by selecting from the list below activities that are proposed as part of this application or were completed within the last five years. Briefly summarize the activity and insert a date of completion.

State Planning Priorities

Date of Completion	Brief Description of the Action Taken
Promote Infill and Equity	
	<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>
	<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>
	<i>Other (describe how this meets subarea objective)</i>
Promote Resource Protection	
	<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>
	<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>
	<i>Other (describe how this meets subarea objective)</i>
Encourage Efficient Development Patterns	
	<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>
	<i>(1) Uses land efficiently.</i>

Attachment 3: State and Other Planning Priorities Certification (Page 2 of 3)

(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.

(3) Is located in an area appropriately planned for growth.

(4) Is served by adequate transportation and other essential utilities and services.

(5) Minimizes ongoing costs to taxpayers.

Other (describe how this meets subarea objective)

Other Planning Priorities**Affordability and Housing Choices**

Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.

Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.

Upzoning or other zoning modifications to promote a variety of housing choices and densities.

Utilizing surplus lands to promote affordable housing choices.

Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.

Other (describe how this meets subarea objective)

Attachment 3: State and Other Planning Priorities Certification (Page 3 of 3)

Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

Certification: I certify under penalty of perjury that all information contained in this LEAP State Planning and Other Planning Priorities certification form (Attachment 2) is true and correct.

Certifying Officials Name: _____

Certifying Official's Title: _____

Certifying Official's Signature: _____ Date: _____

Attachment 4: Required Resolution Template

RESOLUTION NO. [insert resolution number]

A RESOLUTION OF THE [INSERT EITHER “CITY COUNCIL” OR “COUNTY BOARD OF SUPERVISORS”] OF [INSERT THE NAME OF THE CITY OR COUNTY] AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

Now, therefore, the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the city or county] (“Applicant”) resolves as follows:

SECTION 1. The [insert the authorized designee’s TITLE ONLY] is hereby authorized and directed to apply for and submit to the Department the Application package;

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the [insert the authorized designee’s TITLE ONLY] of the [insert the name of the City or County] is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of [\$ enter the dollar amount of the Applicant’s request], and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

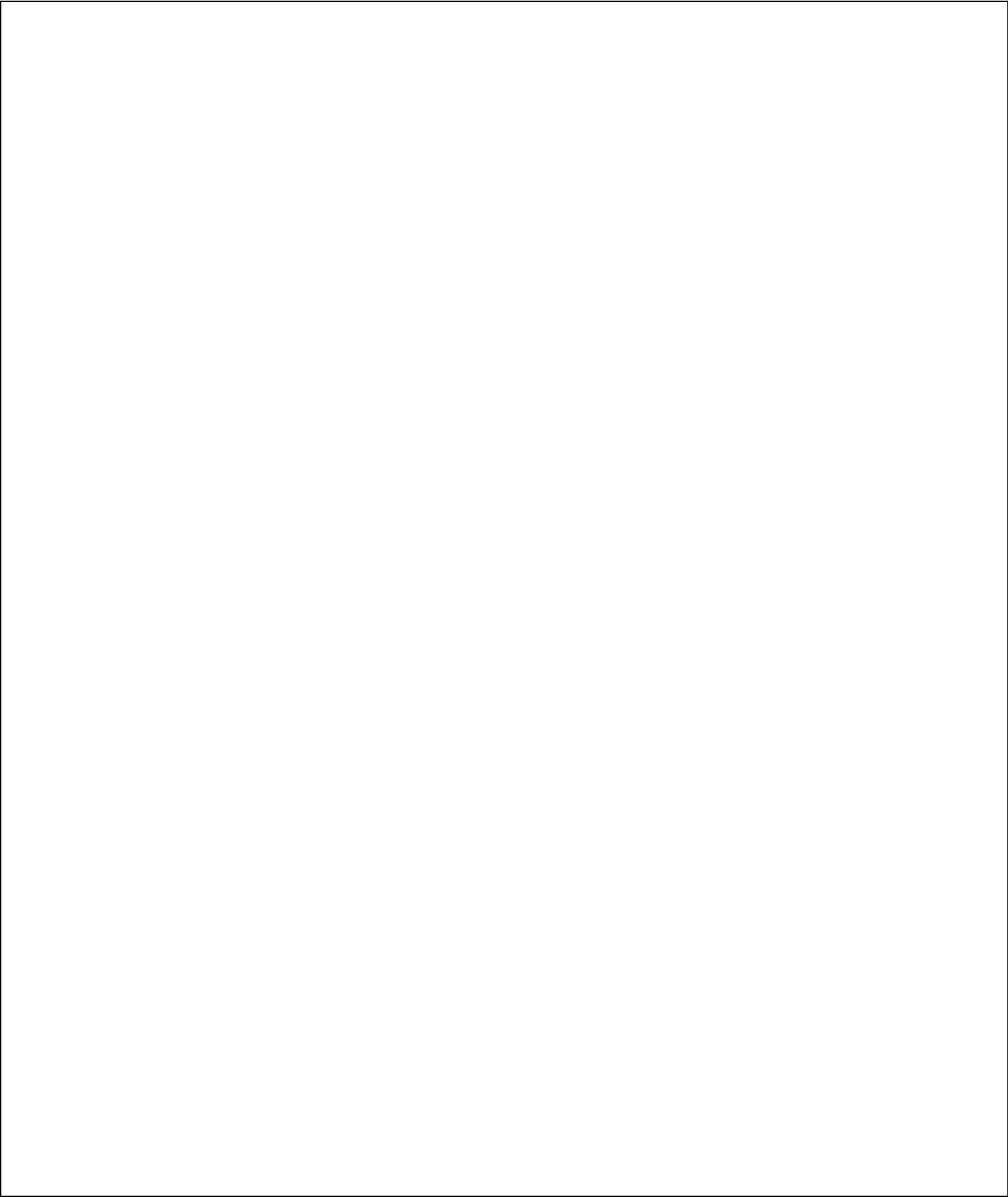
ADOPTED ON [insert the date of adoption], by the [insert either “City Council” or “County Board of Supervisors”] of [insert the name of the City or County] by the following vote count:

AYES: NOES: ABSENT: ABSTAIN:

[Signature of Attesting Officer] ATTEST: APPROVED AS TO FORM:

[Signature of approval] APPROVED

Appendix A



Appendix B



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: William E. Murray
Dept.: City Manager Dept.: Public Works
Subject: Approval of Amendment No. 4 of the Agreement with West Coast Arborists, Inc. to provide tree services. (Cost: \$150,000) (*Action Item*) Date: 5/12/2020

OBJECTIVE

To receive City Council approval of Amendment No. 4 to the Agreement with West Coast Arborists, Inc. (WCA) for tree services including emergency services.

BACKGROUND

The City has an urban forest of approximately 19,000 trees. A combination of contractual and in-house staff is strategically used to maintain the City's urban forest that encompasses a variety of trees in the right of way and residential parkway areas. The contractual services include tree removal and tree trimming, with a cost effective grid pruning system and an up-to-date tree inventory GPS.

DISCUSSION

In June 2016, the City entered into an annual agreement with WCA to provide tree maintenance services with a not-to-exceed amount of \$290,000 per year based upon available funding in the General Fund. The agreement can be extended for one-year periods for up to five years, through June 30, 2021. Due to the aging tree inventory and a delayed tree trimming schedule, there has been an increased need for pruning trees to sustain the health of the trees. Additionally, overgrown and misplaced trees have increased the need for removing trees that compromise surrounding utilities lines (e.g. gas, water, electric and sewer). Funding is needed to help sustain a tree trimming cycle, tree plantings and enhance the tree removal program.

The biennial budget adopted additional gas tax funding in the amount of \$150,000 for FY 2020-2021, which is available to add to the City's tree maintenance service contract.

FINANCIAL IMPACT

There is no impact to the General Fund. The increase of \$150,000 will be funded with gas tax funds in FY 2020-2021 adopted budget.

RECOMMENDATION

It is recommended that the City Council:

- Approve the amendment agreement with West Coast Arborist, Inc. for tree maintenance services in the additional amount of \$150,000 for FY 2020-2021.
- Authorize the City Manager to execute the agreement on behalf of the City and make minor modifications as appropriate thereto.

By: Albert Eurs
Public Works Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	5/1/2020	Agreement	DOC-20200501-17_08_19.pdf

CITY OF GARDEN GROVE

AMENDMENT NO. 4

To: Furnish all Labor, Materials, Equipment, and Traffic Control for Arborist Services, including Emergency Services, at Various Locations in the City of Garden Grove.

This Amendment No. 4 to Furnish all Labor, Materials, Equipment, and Traffic Control for Arborist Services, including Emergency Services, at Various Locations in the City of Garden Grove is made and entered into this ____ day of _____ 2020, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and West Coast Arborists, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. 154933 effective July 1, 2016.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

Section 3: Compensation - shall be revised as follows:

The contract Price is hereby increased from \$1,360,000.00 to a new Firm Fixed Price of \$1,510,000.00. This is an increase of \$150,000.00 to cover additional services per the Schedule of Compensation for Year 2020-2021, which is attached as Attachment "A".

Except as expressly amended hereby, the Existing Contract remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 4 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
West Coast Arborists, Inc.,
By: _____
Name: Patrick Mahoney
Title: President
Date: 3/5/2020

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

APPROVED AS TO FORM:


Garden Grove City Attorney

3-9-2020
Date



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

March 5, 2020

City of Garden Grove
ATTN: Sandy Segawa, C.P.M., CPPB
Purchasing Division Manager
13802 Newhope St.
Garden Grove, CA 92840

RE: Tree Maintenance Services

Dear Ms. Segawa,

As we approach the end of the current fiscal year, West Coast Arborists, Inc. would like to take this opportunity to convey our sincere gratitude to you and your staff for another successful year. Together, we have worked diligently to maintain the integrity, health and preservation of Garden Grove's urban forest.

The purpose of this letter is to express our interest in continuing with the agreement for an additional year with a slight adjustment in cost effective July 1, 20120. The adjustment is a result of Consumer Price Index changes and increased labor costs as determined by the California Department of Industrial Relations.

Effective July 1, 2020, we respectfully request a cost adjustment of 3.10% based on the Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area for the previous calendar year, as published by the Department of Labor's Bureau of Labor Statistics.

We appreciate your consideration in this matter. We look forward to continuing our successful business relationship. Should you have any questions or require additional information, please do not hesitate to call me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Marketing

CITY OF GARDEN GROVE

Schedule of Compensation for Year 2020 - 2021

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$68.55
2	Svc Rqst Pruning 0-6 DSH	Each	\$26.10
3	Svc Rqst Pruning 7-12 DSH	Each	\$68.55
4	Svc Rqst Pruning 13-18 DSH	Each	\$84.90
5	Svc Rqst Pruning 19-24 DSH	Each	\$128.45
6	Svc Rqst Pruning > 24 DSH	Each	\$171.95
7	Svc Rqst Pruning WA Robusta	Each	\$68.55
8	Svc Rqst Pruning WA Filifera	Each	\$68.55
9	Svc Rqst Pruning Phoenix Can	Each	\$106.65
10	Palm Skinning	Foot	\$10.95
11	Tree and Stump Removal	Inch	\$30.50
12	Tree Only Removal	Inch	\$19.60
13	Stump Only Removal	Inch	\$10.95
14	WA Robusta Removal	Foot	\$21.75
15	WA Filifera Removal	Foot	\$21.75
16	Phoenix Can Removal	Foot	\$27.20
17	Plant 15 Gallon Tree	Each	\$103.40
18	Plant 24" Box Tree	Each	\$157.80
19	Plant 36" Box Tree	Each	\$190.50
20	Root Pruning	Foot	\$16.30
21	Root Barrier Installation	Foot	\$16.30
22	Root Shaving	Man Hour	\$54.45
23	Service Request Pruning	Man Hour	\$76.20
24	Crew Rental - per man	Man Hour	\$76.20
25	Emergency Crew Rental - per man	Man Hour	\$97.95

The proposed rates reflect an increase of 3.1% based on the CPI for the LA-Long Beach-Anaheim region for the January-January period. Upon approval, the new rates will become effective July 1, 2020.



City of Garden Grove Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage
82543	WEST COAST ARBORISTS INC	Compliant					
		Ar , XV	Liberty Insurance Corporation	as7661039499039	7/1/2019	7/1/2020	Auto Liability
		Ap , XV	Liberty Mutual Fire Insurance Company	tb2661039499019	7/1/2019	7/1/2020	General Liability
		Ar , XV	Liberty Insurance Corporation	wa766d039499079	7/1/2019	7/1/2020	Workers Comp

Risk Profile :

Standard (not professional services or construction)

Required Additional Insured :

City of Garden Grove, its officers, agents, employees and volunteers

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Adoption of a Resolution authorizing the City Manager to execute the First Amendment to the Billboard Removal and Relocation Agreement with Outfront Media. (<i>Action Item</i>)		Date: 5/12/2020

OBJECTIVE

For the City Council to adopt a Resolution authorizing the City Manager to execute the First Amendment to the Billboard Removal and Relocation Agreement ("First Amendment") to modify the terms to add an option to terminate at the seventh year.

BACKGROUND

In December 2019, the City entered into a Billboard Removal and Relocation Agreement ("Agreement") for the permanent removal of two existing billboard structures owned by Outfront Media, LLC ("Outfront") within the City and to permit a new electronic billboard to be erected along the Garden Grove (22) Freeway Corridor. The Agreement provides for an initial 15-year term with an option for an additional 15-year term extension (for a total of thirty (30) years). A City mitigation fee is to be paid by Outfront on an annual basis to assist in mitigating the aesthetic, cultural, economic, and other impacts of the project on the City. The mitigation fee total is not to exceed \$2,718,769.82, paid out annually over the 30-year period.

DISCUSSION

Due to unforeseen delays, the property owner of the site where the electronic billboard will be placed requested modification to the lease terms with Outfront. The property owner requested an option be added to the lease to allow it to terminate at the seventh year.

In order to make the Billboard Removal and Relocation Agreement consistent with the underlying lease, the First Amendment provides for an option to terminate the Agreement at the seventh year. In the event the seven-year termination provision is exercised, Outfront is required to remove the electronic billboard from the property. Except as modified by this First Amendment, all other terms and conditions remain in full force and effect.

FINANCIAL IMPACT

Revenues generated from the First Amendment for the seven-year period will be in the amount of \$637,607.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution to approve the First Amendment to the Billboard Removal and Relocation Agreement with Outfront Media, LLC; and
- Authorize the City Manager to execute the First Amendment and make minor modifications as needed on behalf of the City.

By: Paul Guerrero, Sr. Program Specialist

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution for First Amendment	5/1/2020	Resolution	5-12-20_Outfront_Media_Resolution_Approving_First_Amendment_to_Billboard_Removal_and_Relocation_Agreement.pdf
Outfront Media First Amendment to Billboard Removal and Relocation Agreement	4/30/2020	Agreement	Outfront_Media_First_Amendment_to_Billboard_Removal_and_Relocation_Agreement.docx
Outfront Media Executed Billboard Relocation and Removal Agreement and Resolution	4/30/2020	Backup Material	Outfront_Media_Executed_Billboard_Relocation_and_Removal_Agreement_and_Resolution.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING THE FIRST AMENDMENT TO THE BILLBOARD REMOVAL AND
RELOCATION AGREEMENT WITH OUTFRONT MEDIA, LLC

WHEREAS, on December 10, 2019, per Resolution No. 9599-19, the City Council approved the Billboard Removal and Relocation Agreement ("Agreement") between the City of Garden Grove ("City") and Outfront Media, LLC, a Delaware limited liability company ("Outfront"); and

WHEREAS, the City and Outfront wish to amend the Agreement.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY RESOLVES, FINDS, AND DETERMINES as follows:

1. The First Amendment to the Billboard Removal and Relocation Agreement between the City and Outfront (hereafter referred to herein as the "First Amendment") in substantially the form attached as Exhibit "A" to this Resolution is hereby approved.
2. The City Manager is hereby authorized to execute the First Amendment to the Agreement on behalf of the City and to make minor modifications thereto as necessary.
3. The City Manager is hereby authorized to implement the First Amendment to the Agreement on behalf of the City.
4. This Resolution shall take effect immediately.

**FIRST AMENDMENT TO THE BILLBOARD REMOVAL AND RELOCATION
AGREEMENT BETWEEN THE CITY OF GARDEN GROVE AND OUTFRONT
MEDIA, LLC**

This is the FIRST AMENDMENT TO BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("First Amendment") is made and entered into the day of May 12, 2020, by and between OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"), and the CITY OF GARDEN GROVE, a municipal corporation ("City"). Company and City may be referred to in this Amendment separately as "Party" or collectively as "Parties." Capitalized terms not defined in this Amendment shall have the same meaning as set forth in the Agreement.

RECITALS

A. WHEREAS, Company and City entered into that certain Billboard Removal and Relocation Agreement entered into in or around December 12, 2019 (the "Agreement") related to the removal of the Existing Billboards and installation of Digital Billboards. Capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

B. WHEREAS, Company and City now desire to amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The following language shall be added to the end of paragraph 11.e. of the Agreement:

Without limiting the foregoing, Company shall also have the right to terminate the Agreement if the existing lease agreement between the Company and Owner of the Relocation Site is terminated or expires prior to the expiration of the Term of this Agreement and Company no longer has a legal right to access or maintain the Digital Billboards on the Relocation Site. If this Agreement terminates due to the termination or expiration of said lease agreement, then (i) any remaining unpaid Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be

reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses, including additional prorated Annual Mitigation Fee for the time the Digital Billboards remain on the Relocation Site after any such expiration and the actual removal of the Digital Billboards. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby agrees to indemnify, releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

2. No Other Modifications. Except as modified by this Amendment, the Parties hereto hereby confirm that all provisions of the Agreement shall and do remain in full force and effect.

3. Conflicts. In the event of any inconsistency between this Amendment and the Agreement, the terms of this Amendment shall govern and control.

4. Facsimile/PDF Signatures. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Amendment. The parties hereto intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other parties hereto will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of signature.

5. Counterparts. This Amendment may be executed by the parties hereto in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all such parts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the last date upon which Company and City have executed this Amendment.

"CITY"
CITY OF GARDEN GROVE

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

Date: _____

"COMPANY"
Outfront Media LLC,
A Delaware limited liability company

By: _____

Name: _____

Title: _____

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9599-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
APPROVING A BILLBOARD REMOVAL AND RELOCATION AGREEMENT WITH
OUTFRONT MEDIA, LLC

WHEREAS, Outfront Media, LLC, has proposed a Billboard Removal and Relocation Agreement pursuant to California Business and Professions Code Section 5412 pertaining to the removal of two (2) existing billboard structures within the City (the "Existing Signs") and the erection and maintenance of a relocated electronic billboard pursuant to Site Plan No. SP-076-2019 to land located at the southwest corner of Garden Grove Boulevard and Haster Street, along the north side of the Garden Grove (22) Freeway, at 12862 Garden Grove Boulevard, Assessor's Parcel No. 101-020-55 and 101-020-56; (collectively referred to herein as the "Project");

WHEREAS, following a duly noticed Public Hearing, on November 7, 2019, the Planning Commission of the City of Garden Grove (i) recommended the City Council adopt a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project, and (ii) approved Site Plan No. SP-076-2019, subject to City Council adoption of the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;

WHEREAS, the City Council held a duly noticed Public Hearing on December 10, 2019, and duly considered the Project, the initial study, the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, and the proposed Billboard Removal and Relocation Agreement;

WHEREAS, following the Public Hearing held on December 10, 2019, the Garden Grove City Council adopted a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project;

WHEREAS, a copy of the proposed Billboard Removal and Relocation Agreement has been provided for public review in accordance with applicable law;

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement provides that the Existing Signs will be permanently removed;

WHEREAS, subject to its terms, the Billboard Removal and Relocation Agreement directly benefits the City through mitigation fees and other public benefits to assist the City in providing vital services to its residents, in addition to elimination of the Existing Signs; and

WHEREAS, California Business and Professions Code Section 5412 authorizes the City of Garden Grove and Outfront Media, LLC, to enter into the proposed Billboard Removal and Relocation Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE
HEREBY RESOLVES, FINDS, AND DETERMINES as follows:

1. The City hereby finds and determines that the above recitals are true and correct and are incorporated herein by this reference.
2. The Billboard Removal and Relocation Agreement between the City of Garden Grove and Outdoor Media, LLC, (hereafter referred to herein as the "Agreement") in substantially the form attached as Exhibit "A" to this Resolution is hereby approved.
3. The City Manager is hereby authorized to execute the Agreement on behalf of the City of Garden Grove and to make minor modifications thereto as necessary.
4. The City Manager is hereby authorized to implement the Agreement on behalf of the City once it is fully executed, including, without limitation, granting extensions of the twelve (12) month period pursuant to Section 1 of the Agreement.
5. This Resolution shall take effect immediately.

Adopted this 10th day of December 2019.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on December 10, 2019, by the following vote:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN T., BUI KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

EXHIBIT "A"

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

BILLBOARD REMOVAL AND RELOCATION AGREEMENT

THIS BILLBOARD REMOVAL AND RELOCATION AGREEMENT ("Agreement") is entered into as of this 10th day of December, 2019 (the "Effective Date"), by and among the CITY OF GARDEN GROVE, a municipal corporation ("City") and OUTFRONT MEDIA LLC, a Delaware limited liability company ("Company"). City and Company are sometimes referred to in this Agreement separately as "Party" or collectively as "Parties."

RECITALS

A. This Agreement is entered into pursuant to Section 5412 of the California Outdoor Advertising Act, Business and Professions Code Sections 5200 *et seq.*, (the "Act") and Section 9.20.110 of the Garden Grove Municipal Code (hereafter, "GGMC Section 9.20.110).

B. Company currently owns and operates certain legal non-conforming billboards on sites within City's jurisdictional boundaries (the "Existing Billboard Sites"), consisting of four (4) billboard sign faces and associated structures, which Company has agreed to permanently remove pursuant to, and subject to the conditions of, this Agreement (the "Existing Billboards"). The Existing Billboards and Existing Billboard Sites are more specifically described and depicted on Exhibit "A-1," which is attached hereto and incorporated herein by reference.

C. In accordance with GGMC Section 9.20.110, Company seeks to install one (1) new relocated billboard advertising structure having a total of two (2) automatically changeable digital displays oriented towards the State Route 22 Freeway (the "East-Facing Digital Billboard" and the "West-Facing Digital Billboard," respectively, and together, the "Digital Billboards") on property located at approximately 12862 Garden Grove Boulevard, with APN No. 101-020-55 and 101-020-56, in the City of Garden Grove, County of Orange, California (the "Relocation Site"). The Digital Billboards and the Relocation Site are more specifically described and depicted on Exhibit "A-2," which is attached hereto and incorporated herein. The owner of the fee interest for the Relocation Site is different than Company and is referred to herein as "Owner."

D. Removal of the Existing Billboards from the Existing Billboard Sites and construction and installation of the Digital Billboards at the Relocation Site are collectively referred to in this Agreement as the "Project."

E. On November 7, 2019, City's Planning Commission conducted a duly noticed public hearing regarding the Project and adopted Resolution No. 5967-19 recommending City Council adoption of a mitigated negative declaration for the Project and approving Site Plan No. SP-076-2019 for erection of the Digital Billboards, subject to City Council approval of this Agreement.

F. On the Effective Date, at a duly noticed public meeting, City's City Council adopted a mitigated negative declaration for the Project pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.* ("CEQA") and CEQA's

implementing guidelines, California Code of Regulations, Title 14, Section 15000 et seq. (the "Mitigated Negative Declaration"), approved this Agreement and authorized City's City Manager to execute this Agreement on behalf of the City.

G. GGMC Section 9.20.110 authorizes the erection and operation of the Digital Billboards at the Relocation Site pursuant to Site Plan No. SP-076-2019 and this Agreement.

H. City's City Council has found this Agreement is in the best public interest of City and its residents, entry into this Agreement constitutes a present exercise of City's police power, and this Agreement is consistent with City's General Plan. The Project is intended to achieve a number of City objectives including utilizing the areas adjacent to the State Route (SR) 22 Freeway in exchange for removal of billboards elsewhere in the City. As an additional material consideration for City's approval of this Agreement, Company has agreed to provide public services to City, as set forth in Section 4 of this Agreement, and to pay the Processing Fee, One-Time Mitigation Fee and Annual Mitigation Fee, as set forth in Section 7 of this Agreement.

I. City and Company desire to enter into this Agreement to memorialize the terms and conditions upon which Company may undertake the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and consideration of the mutual covenants set forth herein, the Parties hereby agree as follows:

1. CONDITIONS TO AGREEMENT'S EFFECTIVENESS. Company understands and hereby acknowledges the effectiveness of this Agreement is subject to the approval of demolition permits from City's Building Division for the removal of the Existing Billboards and the Development Approvals, as described in Subsection 5.a., below. The Parties understand and agree (i) this Agreement does not bind City to approve any Development Approvals; (ii) all necessary City legislative acts and the Development Approvals can be approved and take effect, if at all, only after all applicable notice, public hearing, review, and consideration requirements required by law have been satisfied; and (iii) except as otherwise expressly provided herein, Company shall not be required to take any of the actions or provide any of the benefits to City under this Agreement until and unless all required Development Approvals are provided in final form acceptable to the Company. The Parties further agree Company shall not be obligated to commence demolition or construction related to the Project, including removal of the Existing Billboards, if any of the Development Approvals (as hereinafter defined) are not issued or expire and are not extended for such periods as Company shall deem to be necessary, despite good faith effort by Company to obtain the same; and if any of the Development Approvals are not issued, within twelve (12) months of the Effective Date, then this Agreement shall be deemed null and void; provided, however, that such period may be extended by mutual written agreement of the Company and City, acting through their duly authorized representatives.

2. REMOVAL OF EXISTING BILLBOARDS.

a. Permanent Removal of the Existing Billboards. In consideration of the City's approval of Company's request to relocate and construct the Digital Billboards pursuant to this Agreement, prior to commencing installation and construction of the Digital Billboards upon the Relocation Site, Company, at its sole cost and expense, shall secure all prior approvals as described in Subsection 2.b., below, and permanently remove the Existing Billboards within the times set forth in the Schedule of Performance included in Exhibit "B," which is attached hereto and incorporated herein by reference. Company shall not install any replacement billboard or other outdoor advertising display or sign upon any of the Existing Billboard Sites or anywhere else (other than the Relocation Site) within City's jurisdictional boundaries.

b. Removal Requirements. Removal of the Existing Billboards shall be in accordance with any applicable Federal, State, or local regulations, including regulations of City, and subject to the approval of City's Building Official or designee, provided, however, that the Parties each acknowledge and agree that the Existing Billboards shall be deemed to have been satisfactorily removed for purposes of this Agreement so long as such removal is performed in accordance with the requirements, if any, of any applicable lease or other agreement applicable to the Existing Billboards and no remnants of the sign structures remain visible above ground. Company shall, at its sole cost and expense, secure all required permits to remove and properly transport the Existing Billboards from the Existing Billboard Sites, and not store any portion of the removed Existing Billboards on the Existing Billboard Sites or any other location within City's jurisdictional boundaries.

c. Waiver and Release. Upon receipt of any required final Development Approvals for the Digital Billboards on the Relocation Site, Company shall be deemed to have waived any and all rights it may have under Federal, State or local laws or other regulations of any kind whatsoever, including, but not limited to, the Act, to challenge any or all of the requirements of this Agreement. Further, Company, on behalf of its predecessors, successors and assigns, hereby waives and releases the City and its employees, officers, elected officials, agents, successors and assigns from liability relating to any and all actions, causes of action, claims, demands, damages, costs, liens, expenses, liabilities, defenses, lost profits, lost revenues or rents, lost opportunity, loss of business goodwill, loss of machinery, loss of leasehold value (bonus value), loss of fixtures or equipment, loss of improvements pertaining to realty, pre-condemnation damages or damages related to unreasonable conduct, severance damages, relocation benefits, attorney's fees and debts whatsoever, in law or equity, it has or may have, arising out of or relating to the removal of the Existing Billboards.

The Company acknowledges that it has read section 1542 of the Civil Code of the State of California which in its entirety states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the creditor.

The Company hereby expressly waives any right or benefit which it might have under section 1542 of the Civil Code of the State of California. The Company understands and agrees that by signing this Agreement, it is giving up any and all claims that it may have against the City, including claims that it may not presently know or suspect to exist.

d. Notwithstanding the foregoing subparagraphs, the Parties agree GGMC Section 9.20.110 shall apply to this Agreement and Company may take benefit of that Section.

3. INSTALLATION AND OPERATION OF DIGITAL BILLBOARDS. Provided Company secures and maintains all Development Approvals required under Subsection 5.a., below, and within the times set forth in the Schedule of Performance included in Exhibit "B," Company, at its sole cost and expense, may install the Digital Billboards upon the Relocation Site. For the entire term of this Agreement, the Digital Billboards and Company's installation, construction, and operation of the Digital Billboards shall comply with all applicable Federal, State, and local laws and regulations, all applicable provisions of the Garden Grove Municipal Code, all conditions of approval applicable to any Development Approvals, and all applicable mitigation measures identified in the Mitigated Negative Declaration.

4. PUBLIC SERVICES.

a. Civic Promotions. Subject to the conditions and parameters of this Subsection 4.a., Company agrees to provide free advertising time on the Digital Billboards to City for the promotion of community events, tourism activity and events, and other civic interests of the City, including, but not limited to, promotion of the City's Grove District Resort area and the properties therein ("Civic Promotions").

(i) Amount of Advertising Time for Civic Promotions. Following the Commencement Date, Company shall permit City to use a minimum of the equivalent of one (1) spot in a standard nine (9) spot rotation on one of the Digital Billboards for the entire term of the Agreement for Civic Promotions, without charge for advertising space. Such Civic Promotions shall be displayed on the west-facing Digital Billboard, unless otherwise agreed in writing by Company and City. The foregoing obligation of Company to provide free advertising space to City for Civic Promotions shall be and remain in effect only during those periods Company is operating the Digital Billboards with electronic/digital technology. In the event Company removes or is unable to operate the Digital Billboards for any reason, Company's obligation to provide free advertising space to City for any reason shall be suspended for the period of time it is not operating the Digital Billboards.

- (ii) Process for City Requests to Utilize Advertising Space for Civic Promotions. City shall be responsible for providing Company with its Civic Promotions, which may be updated by City at any time, and for any costs associated with providing Company with associated artwork in acceptable format. City shall notify Company at least forty-five (45) days before the proposed display date of a Civic Promotion. City must submit “camera ready art” utilizing formats and protocols acceptable to Company from time to time or pay production costs. All copy shall be submitted to Company at least ten (10) business days in advance. Civic Promotions will be subject to Company’s standard advertising copy rejection and removal policies, which allow Company, in its sole discretion, to approve or disapprove copy and remove copy once posted or displayed.
- (iii) Limitations on City. City shall not charge for, or exchange goods or services for, any advertising space on the Digital Billboards provided by Company to City pursuant to this Agreement; provided, however, that this limitation shall not be construed to prevent City from entering into agreements to promote properties within the City in conjunction with its tourism promotion activities, so long as City does not sell advertising for profit. In addition, it is expressly understood and agreed that Civic Promotions may not include any names, logos, marks, products, or services associated with any commercial entity or any third party non-governmental person or entity that is not located in, sponsored by or affiliated with the City. The forgoing limitation shall not be construed to prohibit the display of names, logos, or marks of organizations associated with City events or activities.
- (iv) Indemnity. City shall and hereby does agree to indemnify, defend and hold harmless Company for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorney’s fees), losses, actions, or liabilities arising from or in connection with any third party allegation that any portion of any Civic Promotion provided by City infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity obligation shall not include Company’s lost profits or consequential damages.
- (v) The Parties mutually agree that this Subsection 4(a) is consistent with the purpose, intent, and requirements of Subsection (D)(3)(k)(vi) of GGMC Section 9.20.110.

b. Public Safety Announcements. Company shall utilize the advertising space on the Digital Billboards for regional emergency announcements and alerts, Amber Alerts, and wanted criminal postings from law enforcement, without charge, as reasonably necessary, in accordance with applicable local, regional, and/or state protocols.

c. Prohibited Use. Company has stated its intent is and agrees not to utilize any of the Digital Billboards to advertise tobacco products, medical or recreational cannabis, adult entertainment businesses, as defined in the Garden Grove Municipal Code, conferences/conventions for any of the foregoing prohibited uses, or sexually explicit messages.

5. DEVELOPMENT APPROVALS.

a. Company shall, at its own expense and before commencement of demolition, construction, rehabilitation or development of any of the Existing Billboards, the Digital Billboards or other work of improvement upon the Existing Billboards Sites or the Relocation Site, secure or cause to be secured all necessary permits and approvals, which may be required by all City, State, or any other governmental agency or utility affected by such construction, development or work to be performed by Company related to the Project, including, but not limited to, Site Plan No. SP-076-2019 and any necessary extensions thereof, all other permits and approvals required pursuant to the Garden Grove Municipal Code, if any, building and demolition permits, and all approvals required under CEQA and the State CEQA Guidelines, and all permits and approvals required from the California Department of Transportation ("Caltrans") for the construction and operation of both Digital Billboards (collectively "Development Approvals"). Not by way of limiting the foregoing, in developing and constructing the Project, Company shall comply with all (1) then applicable development standards and requirements contained in, or promulgated under, the Act and/or the Garden Grove Municipal Code, (2) conditions of approval related to each of the Development Approvals applicable to the Project, (3) necessary NPDES requirements pertaining to the Project, (4) mitigation measures set forth in the Mitigated Negative Declaration, (5) all building codes, and, (6) if applicable, landscaping requirements, except as may be permitted through approved variances and modifications. Company shall pay all normal and customary fees and charges applicable to such permits, and any fees and charges hereafter imposed by City in connection with the Development Approvals which are standard for and uniformly applied to similar projects in the City.

b. Company understands the approval of this Agreement shall not be deemed or construed as granting any Development Approvals yet to be obtained from City or any other entity having jurisdiction over the Project. It is expressly understood by the Parties hereto that City makes no representations or warranties with respect to the Development Approvals, nor does City make any representation or warranty that City will exercise, in any manner or at all, its discretionary police power authority over the Project as to any Development Approvals described in Subsection 5.a. in any particular manner. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items or a guarantee Development Approvals will be issued within any particular time or with or without any particular conditions.

6. TERM OF AGREEMENT.

a. Provided this Agreement remains effective and has not become null and void pursuant to Section 1, unless earlier terminated as provided in this Agreement, this

Agreement shall continue in full force and effect for an initial period of fifteen (15) years commencing on the Commencement Date. The "Commencement Date" shall be the day that both of the following are true (i) Company has obtained all Development Approvals, and (ii) the Digital Billboards are fully constructed and operational, have electrical power from a permanent source, and have passed the City's final inspection.

b. At Company's option, Company may automatically extend the term of the Agreement for an additional fifteen (15) year period (for a total term of thirty (30) years) by providing City written notice of its intent to exercise this option at least six months prior to expiration of the initial fifteen (15) year term. If the term of the Agreement has been extended to thirty (30) years pursuant to the foregoing sentence, Company may notify City up to twelve months prior to the expiration date of this Agreement of its desire to extend the term of this Agreement and City and Company shall enter into negotiations and may agree to extend the term of this Agreement pursuant to a mutual agreement in writing upon terms acceptable to both parties. In the event the Parties agree to an extension, it is expressly understood and agreed that, in the event Company is unable to operate the Digital Billboards on the Relocation Site with digital faces at the time of expiration of this Agreement, such extension shall allow operation of the billboard sign structure with non-digital static sign faces.

c. Following termination or expiration of this Agreement and provided no extension of this Agreement is agreed to, within ninety (90) days after the date of the termination or expiration of this Agreement, Company shall, at its sole cost and expense, secure all required permits to, and shall, remove and properly transport the Digital Billboards from the Relocation Site, and not store any portion of the removed Digital Billboards on the Relocation Site or any other location within City's jurisdictional boundaries. The Digital Billboards shall be deemed to have been satisfactorily removed for purposes of this Section 6 so long as no remnants of the sign structures remain visible above ground. If Company fails to remove all of the Digital Billboards from the Relocation Site within ninety (90) days of termination or expiration of this Agreement, as provided above, City shall be entitled to remove the remaining Digital Billboards and dispose of the same. The applicable provisions subsection 11.e., below, shall apply if City is required to exercise its rights to remove and dispose of the Digital Billboards pursuant to this Section.

7. PROCESSING FEE AND MITIGATION FEES.

a. Processing Fee. Within fifteen (15) days after approval of this Agreement by City, Company shall provide City with a payment ("Processing Fee") in the amount of Ten Thousand Dollars (\$10,000.00) to defray City's costs in negotiating and preparing this Agreement. The Processing Fee shall be in the form of a non-refundable cashier's check, wire transfer, corporate check, or other instrument approved by City's Finance Director. City shall retain and use the Processing Fee, or any part thereof, for any public purpose within City's discretion. The Processing Fee shall be separate from (i) all business license fees and taxes (due by Company to City annually), (ii) the One-Time Mitigation Fee and Annual Mitigation Fee (as such terms are defined in Section 7.b., below) and (iii) any applicable development fees and charges required by City to review the appropriate permits for the Project, including but not limited to, any duly adopted

plan check, building permit and/or other fees imposed by City as part of its normal governmental operations (collectively, the items listed in (iii) are hereinafter referred to as "Development Fees").

b. Mitigation Fees. Company and City agree an up-front, one-time fee and subsequent annual fee paid by Company to City would help mitigate the aesthetic, cultural, economic, and other impacts of the Project on City and the surrounding community, because those fees will provide City resources to fund the provision and maintenance of other aesthetic improvements, cultural events, and economic development initiatives in the City, including, but not limited to, the provision and continued maintenance of community events, street furniture, bike racks, landscaping within the parks and public rights-of-way, park improvements, banners, public art, and other existing and future improvements within the City. The Parties therefore agree Company shall pay City (i) an up-front one-time mitigation fee in the amount of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) ("One-Time Mitigation Fee") and (ii) an annual mitigation fee, with a 2.25% annual increase, with respect to each of the East-Facing Digital Billboard and the West-Facing Digital Billboard, as set forth in Exhibit C, hereto, which is incorporated herein by this reference (the "Annual Mitigation Fee"). The One-Time Mitigation Fee shall be paid no later than ninety (90) days after the Company has obtained all Development Approvals required for the Project. The first Annual Mitigation Fee shall be paid no later than ninety (90) days after the Commencement Date. Commencing the second year following the Commencement Date, and each year thereafter, each remaining installment of the Annual Mitigation Fee shall be made on or before the annual anniversary of that first payment until each of the Annual Mitigation Fee installments have been paid in full. It is expressly understood and agreed that, in the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty (50%) of the Annual Mitigation Fee amount(s) set forth in Exhibit C for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

8. REGULATION BY OTHER PUBLIC AGENCIES. It is acknowledged by the Parties other public agencies, including, but not limited to, Caltrans, are not subject to control by City and may possess authority to regulate aspects of the Project as contemplated herein, and this Agreement does not limit the authority of any of those other public agencies. Company acknowledges and represents, in addition to City's regulations, Company shall, at all times, comply with all applicable Federal, State and local laws and regulations applicable to the Digital Billboards and the Relocation Site. To the extent any such other public agency or agencies preclude development or maintenance of the Project, Company shall have the right to terminate this Agreement by delivery to City of notice of termination, along with evidence reasonably

satisfactory to City that the development and/or maintenance of the Project has been precluded by another agency or agencies. Upon delivery of such evidence and notice of termination to the City, this Agreement shall be deemed terminated and Company shall not be further obligated under this Agreement, provided, however, that such termination shall not affect the Company's obligation to pay any Development Fees that have already accrued, to pay the Processing Fee pursuant to Section 7.a., to pay any Mitigation Fees that have already accrued pursuant to Section 7.b., if any, to indemnify and defend the City Parties for any Indemnified Claims and Liabilities pursuant to Section 9, and/or to remove the Digital Billboards from the Relocation Site in accordance with Section 6, if applicable.

9. INSURANCE AND INDEMNITY.

a. Indemnity. Company, as a material part of the consideration to be rendered to City under this Agreement, hereby waives all claims against City for damage to property and for injuries to persons in or about the Relocation Site or the Existing Billboard Sites, from any cause relating to Company's activities related to this Agreement; provided that the foregoing shall not be construed to constitute a waiver by Company of any claims against City arising out of City's negligent acts or omissions or willful misconduct or the negligent acts or omissions or willful misconduct of any City Parties (as hereinafter defined). Company shall indemnify, defend and hold harmless City and each of its officers, agents, and employees (collectively the "City Parties") from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, reasonable attorney's fees and court costs (hereinafter "Indemnified Claims and Liabilities") that may be asserted or claimed by any person, firm or entity not a Party to this Agreement arising out of or in connection with (i) the City's approval of the Project and/or this Agreement, (ii) Company's breach of any of its obligations under this Agreement; (iii) any negligent act or omission of Company, its employees, agents, representatives, or contractors in the performance of Company's obligations or the exercise of Company's rights under this Agreement, and/or (iv) the City's exercise of its rights under Section 6 and subsection 11.e of this Agreement. Indemnified Claims and Liabilities shall include, without limitation, any action or challenge brought for any reason by a third party, including but not limited to any person with an interest in the Existing Billboards, the Existing Billboard Sites or the Relocation Site, against this Agreement or against City Parties, that is directly or indirectly related to City's approval of this Agreement or the exercise by City of its rights under this Agreement. Notwithstanding the foregoing provisions of this subsection 9(a), in the event any third-party claim, action or proceeding seeking to set aside, void, annul or otherwise challenge the validity of the Agreement and/or the City's approval of the Project or the Agreement is brought against the City and/or any City Parties prior to Company's installation of the Digital Billboards on the Relocation Site, Company shall have the right, exercisable in its sole discretion by delivery of notice to City within ten (10) business days after Company's receipt of notice of such third-party claim, action or proceeding from City, to terminate this Agreement and withdraw all applications for permits and/or approvals related to the Project, in which event this Agreement shall be deemed terminated and null and void as of the date specified in such notice to City. In the event that this Agreement shall be so terminated after Company shall have removed the Existing Billboards from the Existing Billboard Sites in accordance with the

provisions of this Agreement, then City hereby expressly agrees that Company shall be entitled, at its sole cost and expense, to re-install the Existing Billboards (or billboards of the same type and size) at the same locations on the Existing Billboard Sites and that such billboards, once re-installed, shall be deemed to have the same legal nonconforming status as the Existing Billboards, had they not been removed.

b. Company will defend, with counsel reasonably approved by the City, any action or actions filed in connection with any of said claims or liabilities covered by the indemnification provisions herein once notified of the existence of such claims by the City and will pay all costs and expenses, including reasonable legal costs and attorneys' fees incurred in connection therewith.

c. Exceptions. The foregoing indemnity shall not include claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents, subcontractors or employees.

d. Covenant Not To Sue. The Parties to this Agreement, and each of them, agree this Agreement and each term hereof is legal, valid, binding, and enforceable. The Parties to this Agreement, and each of them, hereby covenant and agree that each of them will not commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other Party to this Agreement, in law or in equity, which is based on an allegation, or assert in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

e. Third Party Challenge. In the event of a third-party challenge to this Agreement, and a final court order or judicially approved settlement resulting in the removal of one or more Digital Billboards, Company shall be entitled, in its sole discretion, to replace the removed Digital Billboard(s) with a non-digital billboard sign face or faces in accordance with subsection D(3)(l) of GGMC Section 9.20.110. If Company exercises such right, then Company shall pay the City the reduced Annual Mitigation Fee for the replacement non-Digital Billboard in accordance with Subsection 7.b. and the City shall not be entitled to claim any lost revenues or damages as a result of such election by Company.

Notwithstanding any other provision of this Agreement, Company's indemnification and defense obligations as set forth in this Agreement shall survive the termination of this Agreement.

f. Insurance. Prior to commencing removal of any of the Existing Billboards and/or installation of the Digital Billboards on the Relocation Site, and during the entire term of this Agreement, without any period of lapse, Company shall procure and maintain, at its sole cost and expense, in a form and content reasonably satisfactory to the City, the following policies of insurance:

- i. Commercial General Liability Insurance. A policy or policies of commercial general liability insurance written on a per occurrence basis with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000) general aggregate,

including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations, and not excluding XCU. **Claims made and modified occurrence policies are not acceptable.** Insurance companies must be reasonably acceptable to City and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the City. The Commercial General Liability policy(ies) shall name the City Parties as additional insureds. Each insurer shall waive its rights of subrogation against the City Parties. Any excess liability policies shall follow form. If the Company maintains higher insurance limits than the minimums shown above, the Company shall provide coverage for the higher insurance limits otherwise maintained by the Company.

- ii. Automobile Liability. A policy of automobile liability for all automobiles, in an amount of Two Million Dollars (\$2,000,000.00) combined single limit **(claims made and modified occurrence policies are not acceptable);** Insurance companies must be acceptable to City and have a AM Best's Guide Rating of A-, Class VII or better, as approved by the City.
- iii. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California. The insurer shall waive its rights of subrogation against the City Parties.

The Commercial General Liability Insurance policy(ies) of insurance shall, either as part of each policy or by endorsement (i) name the City Parties as additional insureds, (ii) provide that the policy shall be primary and noncontributing with any other insurance or self-insurance program available to the City Parties with respect to liabilities assumed by Company under this Agreement, (iii) include a severability of interest clause, (iv) provide that the naming of the additional insureds as herein provided shall not affect any recovery to which such additional insureds would be entitled under this policy if not named as such additional insureds, (v) provide that the additional insureds named herein shall not be held liable for any premium or expense of any nature on the policy or any extension thereof, and (vi) 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-days' (30-days') in advance.

Within five (5) business days after the execution of this Agreement and within at least thirty (30) days after the renewal of any such policy, Company shall provide City with certificates of insurance evidencing the required coverages and with endorsements reasonably acceptable to the City affording additional insured status to the City Parties.

10. OWNERSHIP OF IMPROVEMENTS. The Existing Billboards and the Digital Billboards (and all equipment appurtenant thereto) shall be and remain the property of Company. Company's rights and powers with respect to the Digital Billboards (and all equipment appurtenant thereto) are subject to the terms and limitations of this Agreement and the Garden Grove Municipal Code.

11. GENERAL PROVISIONS.

a. Assignment. Company may only assign or otherwise transfer this Agreement, or its interest in the Digital Billboards or any part of its interest in the New Digital Billboard Site, to any other person, firm, or entity, upon presentation to City of an assignment and assumption agreement in a form reasonably acceptable to City's City Attorney and receipt of City's written approval of such assignment or transfer by City's City Manager, provided, however, that Company may, from time to time and one or more times, assign this Agreement, to one or more persons or entities without City approval, but with written notice to City, as long as Company, or entities owned or controlled by it have and maintain at least a fifty-one percent (51%) ownership interest in such entities who are the assignees or transferees. After a transfer or assignment as permitted by this Section, City shall look solely to such assignee or transferee for compliance with the provisions of this Agreement which have been assigned or transferred.

b. Waiver. The waiver by any party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition, or of any subsequent breach of the same term, covenant or condition.

c. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (a) certified or registered mail, postage pre-paid, return receipt requested, (b) personal delivery, or (c) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

If to City:

City of Garden Grove
Attn: City Manager
11222 Acacia Parkway
Garden Grove, CA 92840

With a Copy to:

City of Garden Grove
Attn: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

If to Company:

OUTFRONT Media, LLC
1731 Workman Street
Los Angeles, CA 90031
Attn: Chris Steinbacher

With a Copy to:

OUTFRONT Media, LLC
405 Lexington Avenue
17th Floor
New York, New York 10174
Attn: General Counsel

Notices shall be deemed effective upon receipt or rejection only.

d. 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

e. Termination. This Agreement may be terminated, for good cause, by City or Company if either gives the other Party sixty-days' (60-days) written notice of default and if that default is not corrected (i) on or before ten (10) days after receipt of the notice for non-payment of any amount due and (ii) within sixty (60) days after receipt of the notice for any other default (except in connection with a default which cannot be remedied or cured within said sixty (60) day period, in which event said sixty (60) day period shall be extended for such time as shall be necessary to cure the same, but only if the defaulting Party, within such sixty (60) day period, shall promptly commence and thereafter proceed diligently and continuously to cure such breach).

If this Agreement terminates due to non-performance by City, then (i) any remaining unpaid Annual Mitigation Fee that was due with respect to any period before the date of that termination shall be immediately due and payable to City, (ii) no other Annual Mitigation Fee shall be due, unless Company continues to maintain one or more of the Digital Billboards, (iii) for only what would have been the remaining term of this Agreement had it not been terminated (the "Remaining Term"), all the Digital Billboards installed pursuant to this Agreement shall be treated as legal nonconforming uses, but such uses shall not be subject to abatement pursuant to the Garden Grove Municipal Code, as any other legal non-conforming use and (iv) for only the Remaining Term the Act shall apply to any provisions relating to abatement that may exist from time to time in the Garden Grove Municipal Code and (v) within ninety (90) days after the Remaining Term, the Digital Billboards and all visible supporting equipment shall be removed by Company in accordance with the terms of this Agreement, unless otherwise agreed to by the Parties.

If this Agreement terminates due to non-performance by Company, then (i) any remaining unpaid One-Time Mitigation Fee and/or Annual Mitigation Fee that was due for any period before the date of that termination shall be immediately due and payable to City and (ii) Company shall immediately remove each of the Digital Billboards and visible supporting equipment installed pursuant to this Agreement; provided, that if Company fails to remove any of the Digital Billboards within ninety (90) days after this Agreement is terminated pursuant to this subsection, then City shall be entitled to remove the remaining Digital Billboards and dispose of same. If City is required to exercise its rights under Section 6 or this subsection due to Company's failure to remove the Digital Billboards, then City shall be entitled to be reimbursed by Company any and all direct expenses incurred by City in exercising its rights under this subsection within no more than ten (10) days following City's delivery of an invoice demanding payment for such expenses. Any such removal of any or all the Digital Billboards by City shall not entitle Company or Owner to any damages of any kind whatsoever against any or all City Parties, and Company hereby releases and holds all City Parties harmless from Indemnified Claims and Liabilities for any action by any of the City Parties in removing any or all of the Digital Billboards. Company hereby consents to City's entry onto the Relocation Site to accomplish such removal.

- f. Amendment/Modification. No supplement, modification, or amendment of this Agreement shall be binding, unless in writing and signed by the Parties.
- g. Attorneys Fees. In the event of litigation between the Parties arising out of this Agreement, each Party shall bear its own attorneys' fees and costs.
- h. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.
- i. Miscellaneous. This Agreement embodies the entire Agreement between the Parties and supersedes any prior or contemporaneous understandings between the Parties related to the subject matter of this Agreement. If any provision of this Agreement is held to be invalid, the balance shall remain binding upon the Parties. This Agreement shall be interpreted in accordance with its plain meaning, and not in favor of or against either Party. This Agreement shall be construed according to the laws of the State of California. In the event of litigation to enforce or interpret any terms of this Agreement, such action will be brought in the Superior Court of the County of Orange.
- j. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- k. Administration. This Agreement shall be administered and executed by the City's City Manager, or his/her designated representative, following approval of this Agreement by the City. The City shall maintain authority of this Agreement through the City Manager (or his/her authorized representative). The City Manager shall have the authority but not the obligation to (i) issue interpretations, (ii) waive provisions, (iii) extend time limits, including but not limited to the twelve-month period for effectiveness of this Agreement pursuant to Section 1 and the times for performance specified in the Schedule of Performance, (iv) approve assignment of the Agreement pursuant to Section 11.a.; and to take any action or make any approval to be undertaken by the City pursuant to this Agreement, unless specifically provided otherwise or the context should require otherwise.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth below.


"CITY"

CITY OF GARDEN GROVE

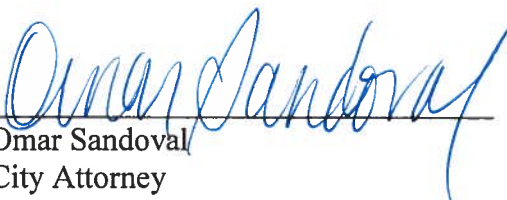
Date: 12/10/19

By: 
Scott C. Stiles
City Manager

ATTEST:

By: 
Teresa Pomeroy
City Clerk

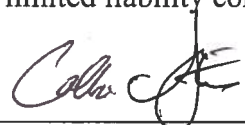
APPROVED AS TO FORM:

By: 
Omar Sandoval
City Attorney

"COMPANY"

Outfront Media LLC,
a Delaware limited liability company

Date: December 12, 2019

By: 

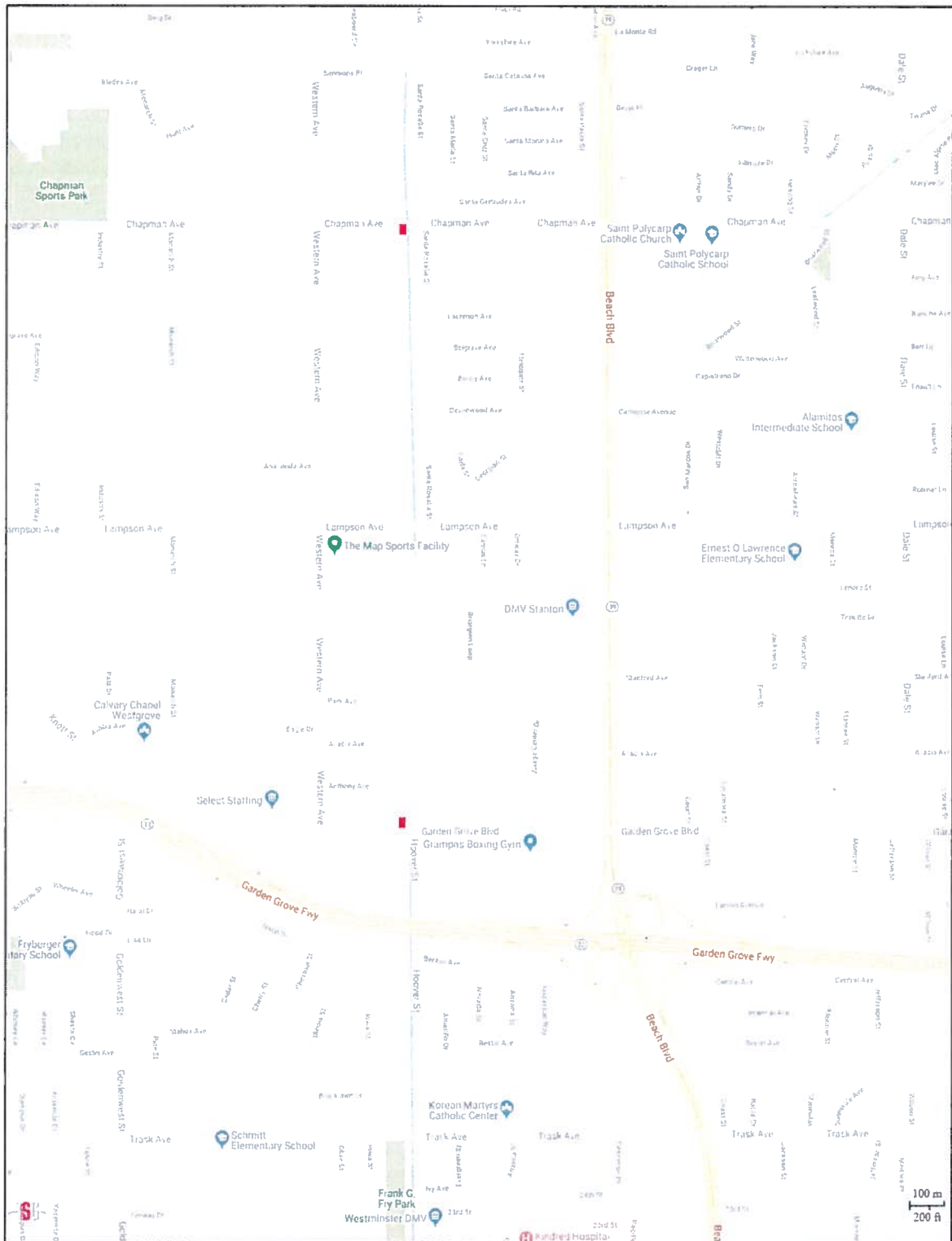
Name: Collin Smith
VP of Real Estate

Title: West Mountain Plains

EXHIBIT "A-1"
DESCRIPTION OF THE EXISTING BILLBOARDS
AND
THE EXISTING BILLBOARD SITES

SEE ATTACHED

EXHIBIT "A-1"



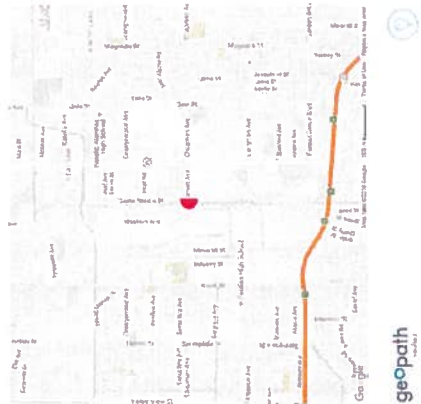
● Posters (4)

Detailed Legend

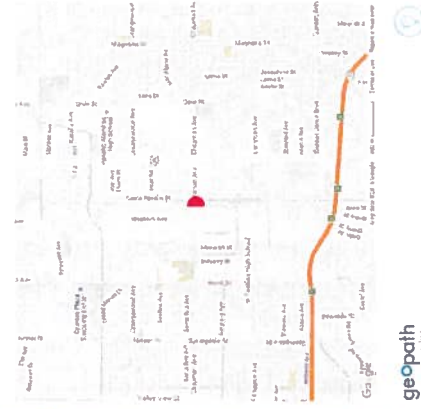
Icon	#	Unit	Location Description	Media	Market
	1	2656-P	Chapman S/L 150 W Santa Rosalia (PF)	Posters	Los Angeles
	2	4080-P	Chapman S/L 150 W Santa Rosalia (PF)	Posters	Los Angeles
	3	2675-P	Garden Grove N/L Opp Hoover (TP)	Posters	Los Angeles
	4	4078-P	Garden Grove N/L Opp Hoover (TP)	Posters	Los Angeles



18+ Weekly Imp:	41,523
Size:	10'5"x22'8"
Area:	Garden Grove / 13 Orange Co.
Zip Code:	92841
Material:	Eco-Poster
Extensions:	Not Allowed
Illuminated:	No
Latitude:	33.78821
Longitude:	-117.99898
Spec Sheet:	P1



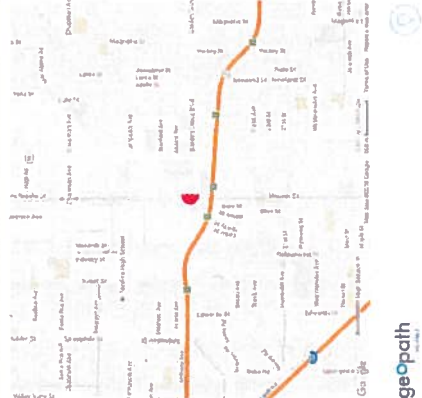
Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

**18+ Weekly Imp:** 53,279**Size:** 10'5"x22'8"**Area:** Garden Grove / 13
Orange Co.**Zip Code:** 92841**Material:** Eco-Poster**Extensions:** Not Allowed**Illuminated:** No**Latitude:** 33.78821**Longitude:** -117.99898**Spec Sheet:** P1

Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.



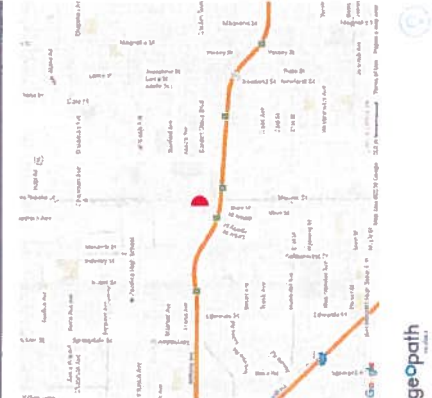
18+ Weekly Imp: 41,810
Size: 10'5"x22'8"
Area: Garden Grove / 13 Orange Co.
Zip Code: 92841
Material: Eco-Poster
Extensions: Not Allowed
Illuminated: No
Latitude: 33.773995
Longitude: -117.998982
Spec Sheet: P1



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.



18+ Weekly Imp:	39,840
Size:	10'5"x22'8"
Area:	Garden Grove / 13 Orange Co.
Zip Code:	92841
Material:	Eco-Poster
Extensions:	Not Allowed
Illuminated:	No
Latitude:	33.773995
Longitude:	-117.998982
Spec Sheet:	P1



Notes: POP photo not guaranteed and angles of photo may vary. Environment subject to change.

EXHIBIT "A-2"
DESCRIPTION OF THE DIGITAL BILLBOARDS
AND
THE RELOCATION SITE

SEE ATTACHED

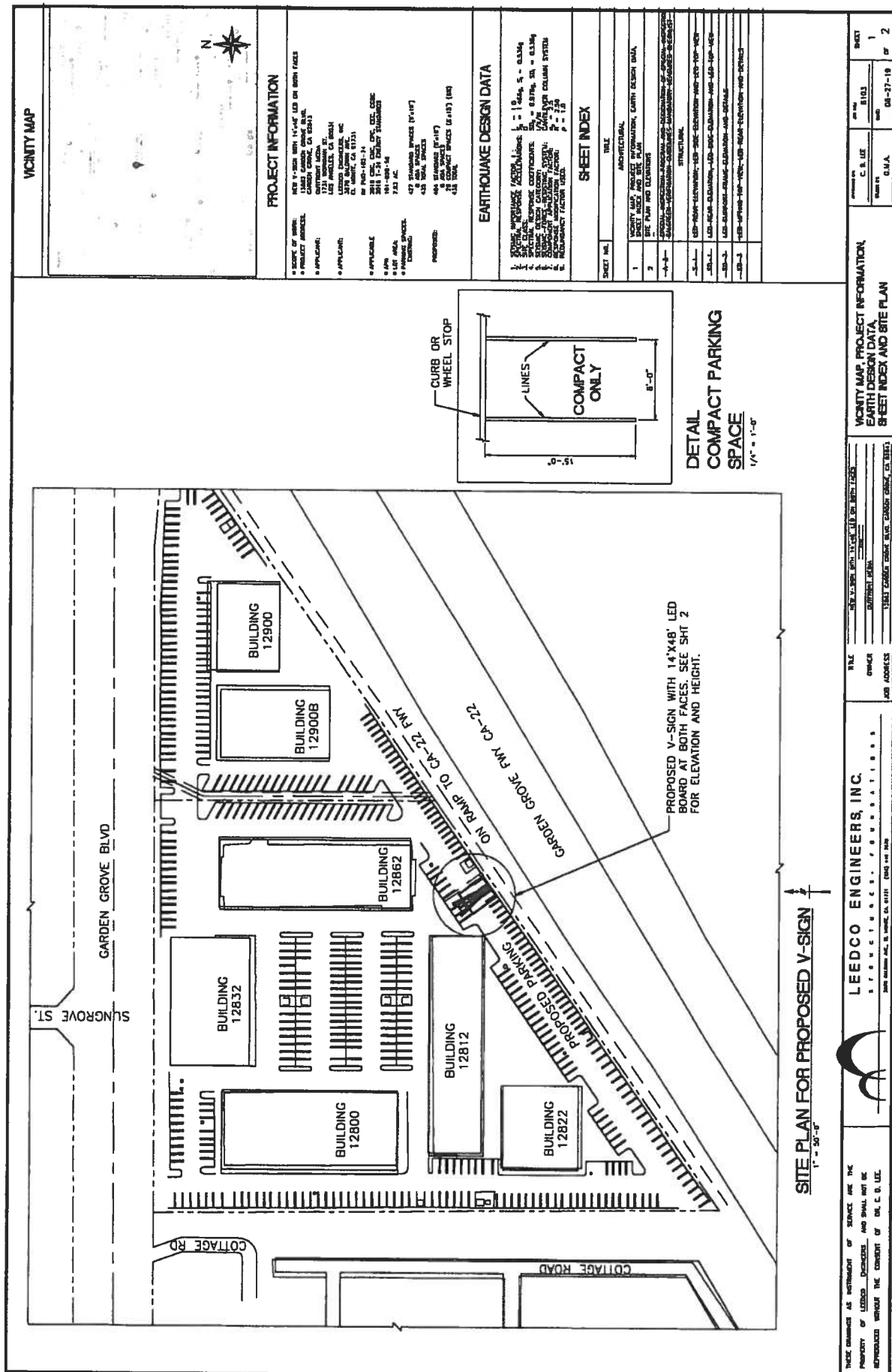


EXHIBIT "B"

SCHEDULE OF PERFORMANCE

<i>Items to be Performed</i>	<i>Performance Time</i>
Permanent Removal of Existing Billboards.	To be completed prior to commencement of installation and construction of the Digital Billboards upon the Relocation Site and after receipt of all Development Approvals (including Caltrans permits).
Commencement of installation and construction of the Digital Billboards.	Within twelve (12) months after the Effective Date of this Agreement, subject to extension by mutual agreement of the Parties pursuant to the terms of Section 1 of this Agreement. In the event the Development Approvals are not obtained prior to this date, Company shall have no obligation to commence installation and construction of the Digital Billboards and no obligation to remove the Existing Billboards.
Completion of installation and construction of the Digital Billboards. (Completion shall mean when the installation and construction work has received final inspection from City's Building & Safety Division.)	Within ninety (90) days after commencement of installation and construction of the Digital Billboards, or such later date as authorized by City's City Manager.

EXHIBIT "C"

ANNUAL MITIGATION FEE

Year	Annual Increase	East Face	West Face	Total
1	--	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
2	--	\$ 32,500.00	\$ 32,500.00	\$ 65,000.00
3	2.25%	\$ 33,231.25	\$ 33,231.25	\$ 66,462.50
4	2.25%	\$ 33,978.95	\$ 33,978.95	\$ 67,957.90
5	2.25%	\$ 34,743.48	\$ 34,743.48	\$ 69,486.96
6	2.25%	\$ 35,525.21	\$ 35,525.21	\$ 71,050.42
7	2.25%	\$ 36,324.53	\$ 36,324.53	\$ 72,649.06
8	2.25%	\$ 37,141.83	\$ 37,141.83	\$ 74,283.66
9	2.25%	\$ 37,977.52	\$ 37,977.52	\$ 75,955.04
10	2.25%	\$ 38,832.01	\$ 38,832.01	\$ 77,664.02
11	2.25%	\$ 39,705.73	\$ 39,705.73	\$ 79,411.46
12	2.25%	\$ 40,599.11	\$ 40,599.11	\$ 81,198.22
13	2.25%	\$ 41,512.59	\$ 41,512.59	\$ 83,025.18
14	2.25%	\$ 42,446.62	\$ 42,446.62	\$ 84,893.24
15	2.25%	\$ 43,401.67	\$ 43,401.67	\$ 86,803.34
TOTAL Years 1-15		\$ 577,920.50	\$ 577,920.50	\$ 1,155,841.00
16	2.25%	\$ 44,378.21	\$ 44,378.21	\$ 88,756.42
17	2.25%	\$ 45,376.72	\$ 45,376.72	\$ 90,753.44
18	2.25%	\$ 46,397.70	\$ 46,397.70	\$ 92,795.40
19	2.25%	\$ 47,441.65	\$ 47,441.65	\$ 94,883.30
20	2.25%	\$ 48,509.09	\$ 48,509.09	\$ 97,018.18
21	2.25%	\$ 49,600.54	\$ 49,600.54	\$ 99,201.08
22	2.25%	\$ 50,716.55	\$ 50,716.55	\$ 101,433.10
23	2.25%	\$ 51,857.67	\$ 51,857.67	\$ 103,715.34
24	2.25%	\$ 53,024.47	\$ 53,024.47	\$ 106,048.94
25	2.25%	\$ 54,217.52	\$ 54,217.52	\$ 108,435.04
26	2.25%	\$ 55,437.41	\$ 55,437.41	\$ 110,874.82
27	2.25%	\$ 56,684.75	\$ 56,684.75	\$ 113,369.50
28	2.25%	\$ 57,960.16	\$ 57,960.16	\$ 115,920.32
29	2.25%	\$ 59,264.26	\$ 59,264.26	\$ 118,528.52
30	2.25%	\$ 60,597.71	\$ 60,597.71	\$ 121,195.42
TOTAL Years 16-30		\$ 781,464.41	\$ 781,464.41	\$ 1,562,928.82
TOTAL Years 1-30		\$1,359,384.91	\$1,359,384.91	\$2,718,769.82

* In the event Company removes the digital display unit from either of the Digital Billboards and temporarily or permanently replaces such digital display unit with a non-digital static sign face in accordance with Subsection (D)(3)(l) of GGMC Section 9.20.110, then the amount of the Annual Mitigation Fee payable thereafter with respect to such sign face shall be fifty percent (50%) of the Annual Mitigation Fee amount(s) set forth above for those annual period(s) during which the sign is not operated as a Digital Billboard; provided, however, that if Company subsequently reinstalls a digital display unit and operates the sign face as a Digital Billboard, Company's obligation to pay the full Annual Mitigation Fee with respect to that sign face shall re-commence, payable on a pro-rata basis following the date of such reinstallation with respect to the annual period during which the digital display is reinstalled, and annually thereafter as long as the sign face is operated as a Digital Billboard.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of the Third Amendment of the Lease Agreement with SteelCraft Garden Grove, LP, for property located at 12900 Euclid Street, Garden Grove. (<i>Action Item</i>)	Date:	5/12/2020

OBJECTIVE

For the City Council to approve a third amendment to the SteelCraft Garden Grove, LP, lease ("Third Amendment") to defer monthly rent for an 18-month period, repayment over a five-year period, and waiver of CPI adjustment during the deferral period.

BACKGROUND

In 2017, the City entered into a ground lease agreement with SteelCraft to lease approximately 1.7-acres of City-owned unimproved real property, identified as APN 090-164-37 (12900 Euclid Street). The agreement provided for an initial 10-year term along with an option to extend up to four 5-year extensions (a total of 20 additional years). The monthly rent paid by SteelCraft for the first three years was set at \$8,120 with periodic Consumer Price Index (CPI) adjustment to rent.

In 2018, the City and Steelcraft executed an amendment ("First Amendment") for assignment of lease, assigned to SteelCraft Garden Grove LP.

In 2019, the City and Steelcraft executed an amendment ("Second Amendment") to extend the optional extensions of the lease from 30-years to a total of 55-years.

DISCUSSION

Due to the recent COVID-19 pandemic, the City received a request from Steelcraft to defer monthly rent for an 18-month period, beginning April 1, 2020 through September 30, 2021, requesting payment over a five-year period. Beginning October 1, 2021, Steelcraft would resume monthly rent along with the repayment rent of \$2,436 per month. The deferred amount would be \$146,160. Additionally, waiver of

the CPI adjustment during the deferral period is recommended. Except as modified by this Third Amendment, all other terms and conditions remain in full force and effect. The current COVID-19 pandemic has spread across the United States and forced temporary closure of business operations during this public health emergency. In order to best protect the health and safety of the tenants, workers, and clients, Steelcraft has opted to shut down their operations on a temporary basis until the Governor's stay-at-home order is lifted.

FINANCIAL IMPACT

The rent deferral would pause the collection of rent totaling \$146,160 for an 18-month period. The repayment of deferral rent would be repaid over a five-year period. At the end of the five-year repayment period, the City will be made whole.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Third Amendment to the Lease Agreement with SteelCraft Garden Grove LP, to pause the monthly rent for an eighteen-month period at no-interest, from April 1, 2020 through September 30, 2021, to be repaid over a five-year period commencing October 1, 2021;
- Approve to waive the first Consumer Price Index during the deferred period; and
- Authorize the City Manager to execute the Third Amendment and make minor modifications as needed on behalf of the City.

By: Paul Guerrero, Sr. Program Specialist - Real Property

ATTACHMENTS:

Description	Upload Date	Type	File Name
SteelCraft Third Amendment	4/30/2020	Agreement	SteelCraft_Third_Amendment.doc
SteelCraft Executed Lease Agreement	4/30/2020	Agreement	SteelCraft_Executed_Lease_Agreement.pdf
SteelCraft Executed First Amendment of Lease	4/30/2020	Agreement	SteelCraft_Executed_First_Amendment_of_Lease.pdf
SteelCraft Executed Second Amendment to Lease.	4/30/2020	Agreement	SteelCraft_Executed_Second_Amendment_to_Lease..pdf

THIRD AMENDMENT TO THE LEASE
APN 090-164-37
12900 Euclid Street
Garden Grove, CA 92840

This is the THIRD AMENDMENT OF LEASE AGREEMENT ("Third Amendment") is made and entered into by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("Landlord") and **STEELCRAFT GARDEN GROVE LP**, a Delaware limited liability company ("Tenant"), effective as of May 12, 2020.

RECITALS

A. WHEREAS, the Landlord and SteelCraft Long Beach, LP entered into that certain Lease Agreement, dated June 13, 2017 ("Lease"), for the Lease of City-owned property ("Property") identified as APN 090-164-37, located at 12900 Euclid Street, Garden Grove, 92840 for the development of a multi-tenant, outdoor commercial retail and food court use occupying modified shipping containers; and

B. WHEREAS, effective June 13, 2017, the Tenant assumed all rights, obligations, and liabilities as Tenant under the Lease; and

C. WHEREAS, Article 20 of the Lease stipulates that the Lease may be modified by written amendment executed by Landlord and Tenant; and

D. WHEREAS, the Lease was amended as to Tenant's contact information and assigned to Tenant by the Consent to Assignment and Amendment of Lease dated April 16, 2018; and

E. WHEREAS, the Lease was amended as to Tenant's term as to permit extensions up to 55-years of Lease dated November 26, 2019; and

F. WHEREAS, the Landlord and Tenant desire to further amend the Lease to modify the terms thereof subject to the terms set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the terms and conditions of this Third Amendment, Landlord and Tenant mutually agreed as follows:

1. The monthly rental amount of \$8,120 is hereby paused for an 18-month period at no-interest, beginning April 2020 through September 30, 2021, to be repaid to the City over a five-year period, with repayment commencing October 1, 2021,

2. The first Consumer Price Index increase to the monthly rent is hereby waived until through the deferral period, and

3. All other terms, covenants, and conditions set forth in the Lease shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment No. 3 to be executed by their officers duly authorized on the dates set forth opposite their signatures, below.

"LANDLORD"
CITY OF GARDEN GROVE, a municipal corporation

Date: _____

By: _____
Scott C. Stiles
City Manager

ATTEST:

By: _____
Teresa Pomeroy
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Omar Sandoval
City Attorney

Date: _____

"TENANT"
STEELCRAFT GARDEN GROVE LP,
A California limited partnership

By: _____

Name: _____

Title: _____

LEASE AGREEMENT BETWEEN
CITY OF GARDEN GROVE
AND
STEELCRAFT LONG BEACH, LP

12900 Euclid Street

This Lease Agreement (the "Lease") is made and entered into this 13th Day of June, 2017 ("Effective Date") by and between CITY OF GARDEN GROVE, a municipal corporation of the State of California ("Landlord"), and STEELCRAFT LONG BEACH LP., a California Limited Partnership ("Tenant"). The undersigned parties agree to this Lease based upon the following facts and upon the following terms and conditions.

RECITALS

- A. Landlord is the owner of certain 1.864 acre unimproved real property in the City of Garden Grove, County of Orange, State of California, identified as APN 090-16-437 (12900 Euclid Street), and more particularly described on Exhibit "A" attached hereto and made part hereof ("the Property"). Collectively, the Property, including all rights and appurtenances pertaining to such land, including all adjacent streets, parking lots, alleys or rights of way, is referenced throughout this Lease as the "Premises."
- B. Landlord desires to lease to Tenant and Tenant desires to lease from Landlord, the Premises pursuant to the terms and conditions set forth herein.

NOW THEREFORE, the Undersigned parties hereto agree as follows:

AGREEMENT

- 1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term (as hereinafter defined) and upon the terms and conditions as set forth herein. Tenant accepts the Premises in an "As Is" condition without any representation or warranties being made by Landlord. Landlord expressly disclaims any warranty or representation with regard to the condition, safety or security of the Premises or suitability of the Premises for the Tenant's intended use. This is a Triple-Net Lease.
- 2. Use.
 - 2.1. Generally. Tenant shall use the Premises for the purposes of developing, constructing and operating restaurant, retail, and office space within recycled shipping containers, along with ancillary seating and outdoor space, and for other reasonable associated uses consistent with current zoning (except residential) or Tenant's purposes, as approved by the Landlord. Notwithstanding the foregoing, Tenant shall not cause or permit

the Premises to be used in any way which (i) constitutes a violation of any law, ordinance, or governmental regulation or order regulating the manner of use by Tenant of the Premises (including, without limitation, any law ordinance, regulation, or order relating to Hazardous Materials), (ii) constitutes a nuisance or waste, or (iii) increases the cost of any insurance relating to the Premises paid by Landlord. Tenant shall obtain, at its sole cost and expense, all governmental permits, licenses and authorizations of whatever nature required by any governmental agencies having jurisdiction over Tenant's use of the Premises. Further, Tenant, at its sole cost, will comply with all applicable governmental laws and regulations in connection with its operations within the City of Garden Grove. Tenant will also comply with any and all reasonable rules and regulations promulgated by Landlord. The Premises shall be used solely for the use described in this Section and for no other use or purpose.

2.2. Hazardous Materials. As used in this Lease, the term "Hazardous Materials" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. However, "Hazardous Materials" shall not include ordinary and general office supplies and common household cleaning materials. Tenant shall not cause or permit any Hazardous Materials to be generated, produced, brought upon, used, stored, treated, or disposed of in or about the Premises by Tenant, its agents, employees, contractors, sublessees or invitees in violation of any applicable laws, codes ordinances or regulations governing the same. Tenant shall be solely responsible, both financially and legally, for remediation of Hazardous Materials on the Premises to the extent such Hazardous Materials were released, discharged, used, or stored on or about the Premises during the Term or any extension or holdover period of this Lease. Landlord shall be solely responsible, both financially and legally, for remediation of Hazardous Materials on the Premises to the extent such Hazardous Materials were released, discharged, used, or stored on or about the Premises prior to the Effective Date of this Lease and not caused by Tenant.

3. Term. The term of this lease shall be 10 years, commencing on the Effective Date (the "Term"), unless terminated earlier as provided in this lease. Tenant may extend the term for up to four 5-year extensions (a total of 20 additional years) upon giving

Landlord written notice of its election to extend the term 180 days but no less than 90 days prior to the end of the initial term and any subsequent 5-year term extension.

4. Taxes.

4.1. Real Property Taxes and Assessments. Should the property interest conveyed by this Lease be subject to real property taxation and/or assessments, Tenant shall pay, before delinquency, all lawful taxes, assessments, fees or charges which may be levied by the State, County, City, or any other tax or assessment-levying body upon the Premises and any improvement thereon. TENANT UNDERSTANDS THAT THIS LEASE MAY SUBJECT TENANT TO PROPERTY AND POSSESSORY INTEREST PROPERTY TAXATION as set out in Revenue & Taxation Code Section 107.6 *et seq.*

4.2. Personal Property Taxes. Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property belonging to Tenant, if any. Tenant shall use commercially reasonable efforts to have personal property taxes separately from the Premises if any tax becomes due as to the Premises. If any of Tenant's personal property is taxed with the Premises and paid by Landlord, Tenant shall reimburse Landlord the taxes for personal property within 15 days after tenant receives a written statement from Landlord for such personal property taxes, together with reasonable evidence showing the amount of personal property taxes paid by Landlord.

4.3. Payment of Taxes and Assessments. To the extent that any taxes or assessments are separately assessed to Tenant, Tenant shall pay the same before delinquency. If Tenant fails to pay any such taxes or assessments as and when Tenant is required to do so hereunder, Landlord shall have the option, but not the obligation, to pay such amount together with any and all interest and penalties, in which case the total amount so paid together with interest thereon at the rate of 10% per annum, calculated from the date of payment by Landlord to the date of repayment by Tenant, shall be due and payable by Tenant to Landlord upon receipt of written notice from Landlord. All taxes and assessments not separately assessed to Tenant shall be paid by Landlord to the taxing authority, but the amount thereof shall be payable by Tenant to Landlord within 30 days of Landlord's invoice therefor.

5. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephone, water, refuse disposal and all other utilities and services used at the Premises or supplied to the Premises at Tenant's request.

6. Rent.

- (a) Commencing on the date of the issuance of the Certificate of Occupancy, Tenant agrees to pay Landlord, without notice or demand, monthly rent of EIGHT THOUSAND ONE HUNDRED TWENTY dollars (\$8,120.00) in advance, on or before the first business day of each and every successive month during the Term. Rent for any period which is less than one month shall be a prorated portion of the monthly installment based upon a 30 day month.
- (b) Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America at 11222 Acacia Parkway, Garden Grove, California, 92840, or such other place as Landlord may from time to time designate in writing.
- (c) Commencing with the third anniversary of the term, and every third year thereafter, including any extension period, rent shall be increased in an amount equal to the lesser of (i) the percentage increase in the Consumer Price Index for the Los Angeles-Orange County Metropolitan Area, all consumers, for the prior 36 month period, or (ii) three percent (3.0%).
- (d) Rent shall be increased by 3% annually at the anniversary of any holdover period.
- (e) Late Charges. Tenant acknowledges that late payment of rent or other sums due will cause Landlord to incur costs, the exact amount of which will be difficult to ascertain. Accordingly, if any installment of rent or any other sum due from the Tenant is not received by Landlord within five (5) days of the date on which it is due, Tenant shall pay to Landlord as additional rent the lesser of the maximum amount allowed by law or five percent (5%) of such overdue amount. In addition, Tenant shall pay Landlord any attorneys' fees or notice/process service fees incurred by Landlord by reason of Tenant's failure to pay rent or other charges when due hereunder. In addition, all unpaid amounts shall accrue interest from the date due the lesser of the maximum rate allowed by law or 10% per annum until paid.
- (f) No Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than any payment of Rent due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment of Rent shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such payment of Rent or to pursue any other remedies available to Landlord. No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right of possession of the Premises shall reinstate, continue or extend the Term.

7. Improvements.

7.1 As Necessary to Use, Landlord Consent. Tenant shall, at its sole expense, make improvements to the Premises as necessary to fulfill or engage in its use of the Premises described herein. No construction or improvements to any part of the Premises shall be allowed unless Tenant first seeks and obtains Landlord's consent thereto, together with any necessary permits, approvals, licenses or other land use entitlements (in the aggregate, "Consent"). Such Consent, to the extent controlled by Landlord, shall not be unreasonably withheld or delayed.

7.2. Required Improvements by Tenant.

7.2.1. Tenant Improvements.

Tenant agrees to design, develop and construct improvements generally consisting of restaurant, retail, and office space within recycled shipping containers and ancillary seating and outdoor space, as more particularly displayed in the conceptual site plan and elevations in Exhibit "B" attached hereto and made part hereof ("Tenant Improvements"). Tenant shall be solely responsible for obtaining all necessary governmental approvals for the implementation of the design and construction of the Tenant Improvements. Landlord shall be allowed adequate opportunity to post Notices of Non-responsibility or other similar notices at the location of any Tenant Improvement before the commencement of work thereon.

7.2.2. All Work on Written Contract.

All work required in the construction of the Tenant Improvements, shall be performed only by competent contractors licensed under the laws of the State of California and shall be performed in accordance with written contracts with those contractors. Each such contract shall provide that the final payment under the contract due to the contractor shall be in an amount equaling at least 5 percent of the full amount payable under the contract and shall not be paid to contractor until whichever of the following last occurs: (i) The expiration of 35 days from the date of recording by Tenant as owner of a Notice of Completion of the Tenant Improvements, Tenant agreeing to record that Notice of Completion promptly within the time specified by law for the recording of that notice; or (ii) The settlement and discharge of all liens of record claimed by persons who supplied either labor or materials for the construction of the Tenant Improvements.

7.2.3. Time for Completion.

Tenant shall cause construction of the Tenant Improvements to be commenced no later than 120 days after obtaining permits, and shall then cause construction of the Tenant Improvements to be diligently pursued without unnecessary interruption, and shall cause the Tenant Improvements to be completed and ready for occupancy per Exhibit "C" Schedule of Performance. The Garden Grove City Manager is authorized to approve modifications to the Schedule of Performance and the compliance dates for the milestones therein on behalf of Landlord. Tenant shall be excused for any delays in construction or commencement of construction caused by the act of Landlord, the act of any agent of Landlord, the act of any governmental authority, the act of any public enemy, acts of God, the elements, war, war defense conditions, litigation, strikes, walkouts, or other causes beyond Tenant's control. Tenant shall, however, use reasonable diligence to avoid any such delay and to resume construction as promptly as possible after the delay.

- 7.3 Submission of Plans. Within 90 days of Landlord's approval of the lease, the Tenant shall submit final site plans, floor plans and elevations, and other such information to Landlord as Landlord may reasonably request, to allow Landlord to evaluate compliance with the construction of Tenant Improvements and any proposed alterations to Tenant Improvements. Such plans shall be prepared by a licensed architect or engineer. Landlord shall approve such plans within 14 days of Tenant's formal submission thereof. Tenant shall make any corrections within 14 days of Landlord's notice of required corrections.
- 7.4. Compliance with Governmental Regulations. The term "Governmental Regulations" means all federal, state, county, or municipal laws, ordinances, rules, regulations, directives, orders, or requirements now in force or which may hereafter be in force. Subject to Tenant's right to contest the same, Tenant shall, at all times, comply with all applicable Governmental Regulations, including all applicable federal, state and local occupation, safety and health laws, rules, regulations and standards, applicable federal and state labor standards, applicable prevailing wage requirements, zoning and development, building, plumbing, mechanical and electrical codes, and all other provisions of the City of Garden Grove Municipal Code, 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. Nothing in this Lease is a representation or warranty by Landlord, and Tenant hereby expressly acknowledges and agrees that Landlord has not previously affirmatively represented to Tenant or its agents, in writing or otherwise, that any Tenant improvement or construction or erection of improvements performed on the Premises on or after the date of this Lease is not a "public work," as defined in Section 1720 et seq. of the California Labor Code,

including but not limited to Sections 1771 and 1781. Tenant hereby agrees that Tenant shall have the obligation to provide any and all disclosures or identifications required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. In addition to any other Tenant indemnifications of Landlord set forth in this Lease, Tenant shall indemnify, protect, defend and hold harmless the Landlord and its officers, employees, contractors and agents, with counsel reasonably acceptable to Landlord, from and against any and all loss, liability, damage, claim, cost, expense and/or "increased costs" (including reasonable attorney's fees, court and litigation costs, and fees of expert witnesses) which, in connection with the construction (as defined by applicable law) and/or operation of the Premises, results or arises in any way from any of the following: (1) the noncompliance by Tenant of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, if applicable, the requirement to pay state prevailing wages and to hire apprentices); (2) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (3) failure by Tenant to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law. It is agreed by the Parties that, in connection with any construction (as defined by applicable law) of improvements on the Premises, maintenance and repairs by Tenant, Tenant shall bear all risks of payment or non-payment of prevailing wages and hiring of apprentices under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. "Increased costs," as used in this Section, shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive termination of this Lease.

- 7.5. Removal and Retention of Improvements. Upon termination or expiration of this lease, Tenant shall, at its sole cost and expense, remove all non-fixed improvements (including, but not limited to, containers and furniture) or alterations to the Premises upon written request and authorization by the Landlord, and shall return the Premises to Landlord in substantially the same condition as they were on the Effective Date of this Lease, or as improved via structural alteration approved by Landlord, ordinary wear and tear excepted. Any fixture or structural alteration or improvement to the Premises shall remain on and be surrendered with the Premises upon the termination or expiration of the Lease without compensation to Tenant, unless Landlord specifically directs Tenant in writing to remove all or any such fixture or alteration. Such direction to remove a fixture or structural alteration (a "Removal Directive") shall be given not less than sixty (60) days before the date of termination or expiration of the Lease. Tenant shall be solely responsible for implementing any Removal Directive and

restoring the Premises to substantially the same condition as upon the Effective Date of this Lease.

- 7.6. Quitclaim Deed. Upon termination of this Lease for any reason, including but not limited to termination because of default by Tenant, Tenant shall execute, acknowledge, and deliver to Landlord within 30 days after receipt of written demand therefor, a good and sufficient deed whereby all right, title and interest of Tenant in the Premises and any improvements which are not to be removed therefrom pursuant to this Lease is quitclaimed to Landlord. Should Tenant fail or refuse to deliver the required deed to Landlord, Landlord may prepare and record a notice reciting the failure of Tenant to execute, acknowledge, and deliver such deed and said notice shall be conclusive evidence of the termination of this Lease and of all right of Tenant or of those claiming under Tenant in and to the in the Premises and said improvements.
- 7.7. Signage, Limitations of Landlord Approval. Tenant expressly agrees to comply with all applicable signage ordinances. No structure, sign or other improvement of any kind shall be constructed on the Premises by Tenant, its employees, agents or contractors without the prior written approval of Landlord in each case. Approval may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. No changes, modifications or alterations from approved plans and specifications may be made without Landlord's prior written approval. No approval by Landlord of any plans specifications shall constitute: (i) approval of architectural or engineering sufficiency or representation (ii) warranty by Landlord as to the adequacy or sufficiency of the plans and specifications or the improvements contemplated for Tenant's use or purpose. Landlord, by approving the plans and specifications, assumes no responsibility or liability for any defect in any improvements constructed on the basis of the plans and specifications.

8. Encumbrance of Leasehold

- 8.1 Tenant's Right to Encumber. Tenant may encumber to any institutional construction lender regulated by state or federal authority (referred to in this lease as "Lender"), by deed of trust or mortgage or other security instrument, all of Tenant's interest under this lease and the leasehold estate hereby created in Tenant (referred to in this lease as a "Leasehold Encumbrance") for purposes only related to the construction of the Tenant Improvements. However, no Leasehold Encumbrance incurred by Tenant in accordance with this Section shall, and Tenant shall not have power to incur any encumbrance that shall constitute in any way a lien or encumbrance on Landlord's fee interest in the Premises. Any Leasehold Encumbrance shall be subject to all covenants, conditions, and restrictions set forth in this lease and to all rights and interests of Landlord, except as is otherwise provided in this lease. Tenant shall give Landlord prior written

notice of any Leasehold Encumbrance, together with a copy of the deed of trust, mortgage, or other security interest evidencing the Leasehold Encumbrance.

- 8.2. Notice to and Service on Lender. Landlord shall mail to any Lender who has given Landlord written notice of its name and address, a duplicate copy of any and all notices Landlord may from time to time give to or serve on Tenant in accordance with or relating to this lease, including but not limited to any notice of default, notice of termination, or notice regarding any matter on which Landlord may predicate or claim a default. Any notices or other communications permitted by this or any other section of this lease or by law to be served on or given to Lender by Landlord shall be deemed duly served on or given to Lender when deposited in the United States mail, first-class postage prepaid, addressed to Lender at the last mailing address for Lender furnished in writing by Lender to Landlord.
- 8.3. No Modification Without Lender's Consent. For as long as there is any Leasehold Encumbrance in effect, Tenant and Landlord hereby expressly stipulate and agree that they will not modify this lease in any way nor cancel this lease by mutual agreement without the written consent of Lender having that Leasehold Encumbrance.
- 8.4. Right of Lender to Realize on Security. A Lender with a Leasehold Encumbrance shall have the right at any time during the term of this lease and the existence of the encumbrance to do both of the following:
- 8.4.1. Any act or thing required of Tenant under this lease, and any such act or thing done and performed by Lender shall be as effective to prevent a forfeiture of Tenant's rights under this lease as if done by Tenant; and
 - 8.4.2. Realize on the security afforded by the leasehold estate by foreclosure proceedings, accepting an assignment in lieu of foreclosure, or other remedy afforded in law or in equity or by the security instrument evidencing the Leasehold Encumbrance (referred to in this lease as "the Security Instrument"), and
 - 8.4.3. To transfer, convey, or assign the title of Tenant to the leasehold estate created by this lease to any purchaser at any foreclosure sale, whether the foreclosure sale is conducted under court order or a power of sale contained in the Security Instrument, or to an assignee under an assignment in lieu of foreclosure; and
 - 8.4.4. To acquire and succeed to the interest of Tenant under this lease by virtue of any foreclosure sale, whether the foreclosure sale is conducted under a court order or a power of sale contained in the

Security Instrument, or by virtue of an assignment in lieu of foreclosure.

The Lender or any person or entity acquiring the leasehold estate shall be liable to perform Tenant's obligations under this lease only during the period, if any, in which that entity or person has ownership of the leasehold estate or possession of the Premises.

- 8.5. Right of Lender to Cure Defaults. For as long as there is in effect any Leasehold Encumbrance, before Landlord may terminate this lease because of any default under or breach of this lease by Tenant, Landlord must give written notice of the default or breach to Lender and afford Lender the opportunity after service of the notice to do one of the following:
- 8.5.1. Cure the breach or default within 10 days after expiration of the time period granted to Tenant under this lease for curing a default, when the default can be cured by the payment of money to Landlord or some other person;
 - 8.5.2. Cure the breach or default within 30 days after expiration of the time period granted to Tenant under this lease for curing a default, when the breach or default must be cured by something other than the payment of money and can be cured within that time; or
 - 8.5.3. Cure the breach or default in any reasonable time that may be required when something other than money is required to cure the breach or default and cannot be performed within 30 days after expiration of the time period granted to the tenant under this lease for curing a default, provided that acts to cure the breach or default are commenced within that time period after service of notice of default on Lender by Landlord and are thereafter diligently continued by Lender.
- 8.6. Foreclosure in Lieu of Curing Default. Notwithstanding any other provision of this lease, a Lender under a Leasehold Encumbrance may forestall termination of this lease by Landlord for a default under or breach of this lease by Tenant by commencing proceedings to foreclose the Leasehold Encumbrance. The proceedings so commenced may be for foreclosure of the Leasehold Encumbrance by order of court or for foreclosure of the Leasehold Encumbrance under a power of sale contained in the Security Instrument. The proceedings shall not, however, forestall termination of this lease by Landlord for the default or breach by Tenant unless all of the following conditions are met:
- 8.6.1. The proceedings are commenced within 30 days after service on Lender of the notice described in subsection (f) of Section 8;

- 8.6.2. The proceedings are, after having been commenced, diligently pursued in the manner required by law to completion; and
 - 8.6.3. Lender keeps and performs all of the terms, covenants, and conditions of this lease requiring the payment or expenditure of money by Tenant until the foreclosure proceedings are complete or are discharged by redemption, satisfaction, payment, or conveyance of the leasehold estate to Lender.
- 8.7. Assignment Without Consent on Foreclosure. A transfer of Tenant's leasehold interest under this lease to any of the following shall not require the prior consent of Landlord:
- 8.7.1. A purchaser at a foreclosure sale of the Leasehold Encumbrance, whether the foreclosure sale is conducted under court order or a power of sale in the instrument creating the encumbrance, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the purchaser and the effective date of the transfer;
 - 8.7.2. An assignee of the leasehold estate of Tenant under an assignment in lieu of foreclosure, provided Lender under the Leasehold Encumbrance gives Landlord written notice of the transfer, including the name and address of the assignee and the effective date of the assignment; or
 - 8.7.3. A purchaser or assignee of the purchaser at a foreclosure sale of the Leasehold Encumbrance or of the assignee of the leasehold estate of Tenant acquired under an assignment in lieu of foreclosure, provided the purchaser or assignee delivers to Landlord its written agreement to be bound by all of the provisions of this lease.
- 8.8. New Lease to Lender. Notwithstanding any other provision of this lease, should this lease terminate because of any default under or breach of this lease by Tenant, Landlord may enter into a new lease for the Premises with Lender under a Leasehold Encumbrance, as Tenant, provided all of the following conditions are satisfied:
- 8.8.1. A written request for the new lease is served on Landlord by Lender within 30 days after service on Lender of the notice described in Subsection (f) of Section 8 of this lease;
 - 8.8.2. The new lease

- 8.8.2.1. Is for a term ending on the same date the term of this lease would have ended had this lease not been terminated;
- 8.8.2.2. Provides for the payment of rent at the same rate that would have been payable under this lease during the remaining term of this lease had this lease not been terminated; and
- 8.8.2.3. Contains the same terms, covenants, conditions, and provisions as are contained in this lease (except those that have already been fulfilled or are no longer applicable);
- 8.8.3. Lender, on execution of the new lease by Landlord, shall pay any and all sums that would at the time of the execution of the new lease be due under this lease but for its termination and shall otherwise fully remedy, or agree in writing to remedy, any other defaults under or breaches of this lease committed by Tenant that can be remedied;
- 8.8.4. Lender, on execution of the new lease, shall pay all reasonable costs and expenses, including attorneys' fees and court costs, incurred in terminating this lease, recovering possession of the Premises from Tenant or the representative of Tenant, and preparing the new lease;
- 8.8.5. The new lease shall be subject to all existing subleases between Tenant and subtenants, provided that for any sublease, the subtenant agrees in writing to attorn to Lender (or its assignee); and
- 8.8.6. The new lease shall be assignable by Lender but not by any assignee of Lender without the prior written consent of Landlord.
- 8.9. No Merger of Leasehold and Fee Estates. For as long as any Leasehold Encumbrance is in existence, there shall be no merger of the leasehold estate created by this lease and the fee estate of Landlord in the Premises merely because both estates have been acquired or become vested in the same person or entity, unless Lender otherwise consents in writing.
- 8.10. Lender as Assignee of Lease. No Lender under any Leasehold Encumbrance shall be liable to Landlord as an assignee of this lease unless and until Lender acquires all rights of Tenant under this lease through foreclosure, an assignment in lieu of foreclosure, or as a result of some other action or remedy provided by law or by the instrument creating the Leasehold Encumbrance.
- 8.11. Lender as Including Subsequent Security Holders. The term "Lender" as used in this lease shall mean not only the institutional lender that loaned money to Tenant and is named as beneficiary, mortgagee, secured party, or security holder in the Security Instrument creating any Leasehold

Encumbrance, but also all subsequent purchasers or assignees of the leasehold interest secured by the Leasehold Encumbrance.

- 8.12. Two or More Lenders. In the event two or more Lenders each exercise their rights under this lease and there is a conflict that renders it impossible to comply with all requests of Lenders, the Lender whose Leasehold Encumbrance would have senior priority in the event of a foreclosure shall prevail.

9. Maintenance and Repair.

- 9.1. General Maintenance and Repairs. Tenant shall be responsible to perform general maintenance and repair of the Premises, including but not limited to all common areas, landscaping, irrigation and parking facilities, and keep all portions of the Premises in a clean and orderly condition. Tenant shall be responsible for any damage done in or to the Premises caused by Tenant, sub-tenants or its employees, agents, contractors and invitees. Upon termination of this Lease, Tenant shall peaceably surrender and quit the Premises in good order, condition and repair, reasonable wear and tear excepted, and at its sole expense, except as otherwise specified in Section 7.5 above, shall remove all of its trade fixtures and personal property and repair any damage to the Premises occasioned by removal of these items.
- 9.2. Capital Repairs and Improvements. Tenant acknowledges and agrees that Tenant has inspected the Premises and has substantial knowledge as to the condition of the Premises. Landlord shall not be responsible for capital repairs or improvements to the Premises. Subject to the terms herein, Tenant hereby waives its rights to compel Landlord to repair, replace, upgrade or otherwise maintain the Premises.
- 9.3. Destruction of Premises. If the Premises, or any portion thereof, are destroyed or damaged by any reason, Landlord and Tenant agree as follows: If the damage is covered by Tenant's insurance maintained per Section 12 below, Tenant shall immediately submit appropriate claims to effect repair and restoration of the Premises. If insurance proceeds are insufficient to fully effect such repair and restoration, or if the damage is not covered by Tenant's insurance, Tenant and Landlord shall work together to determine how to proceed, recognizing the special nature of the Premises.
10. Liens. Except as provided for in Section 8, Tenant shall not permit to be placed against the Premises, or any part of the Premises, any mechanics', materialmen's, contractors', subcontractors', or other liens. Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from all liability for any and all liens, claims, demands, together with the costs of defense and reasonable attorneys' fees related to same. Landlord reserves the right, at any time and from time to time, to post and maintain on the Premises, any portion thereof or

on the improvements on the Premises any notices of non-responsibility or other notice as may be desirable to protect Landlord against liability. In addition to and not in limitation of Landlord's other rights and remedies under this Lease, should Tenant fail, within ten (10) days of a written request from Landlord, to discharge any lien or claim related to Tenant's use of the Premises, or to indemnify, hold harmless and defend Landlord from and against any loss, damage, injury, liability or claim arising out of Tenant's use of the Premises as provided above, then Landlord, at its option, may elect to pay any lien, claim, loss, demand, injury, liability or damages or settle or discharge any action or satisfy any judgment and all costs, expenses, and attorney's fees incurred in doing so shall be paid to Landlord by Tenant upon written demand, together with interest thereon at the rate of seven percent (7%) per annum (but in no event more than maximum interest rate permitted by law) from the date incurred or paid through and including the payment date.

11. Indemnity. As a material part of the consideration to Landlord, to the fullest extent allowed by law, Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord, together with Landlord's agents, employees, officers, officials, and volunteers, harmless from and against any loss, damage, injury, accident, casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorney's fees) of any kind or character to any person, including wrongful death, or property (collectively, "Claims") arising from or related to: (i) Tenant's occupation and/or use of the Premises, before, during, and after the Term and/or (ii) any act or omission of Tenant, its employees, agents, contractors or invitees. Tenant shall not be liable for such Claims to the extent and in the proportion that the same is ultimately determined to be attributable to the sole gross negligence or intentional misconduct of Landlord. All indemnity obligations under this Section shall survive the expiration or termination of this Lease. Landlord shall not be liable for any loss or theft or any property on the Premises.

12. Insurance.

- 12.1. Coverage. Tenant, at its sole cost and expense, shall, during the entire Term, keep in full force and effect: (i) a worker's compensation insurance policy as required by the State of California; and (ii) a policy or policies of general liability and property damage insurance, with respect to the Premises, in which the combined single limit of liability shall not be less than TWO MILLION DOLLARS (\$2,000,000). Tenant shall also maintain a standard form all-risk policy covering fire and extended coverage, vandalism, malicious mischief, sprinkler leakage and other perils of direct physical loss or damage insuring the personal property, trade fixtures and equipment of Tenant. Said policies shall name Landlord as additional insured and contain a clause that the insurer may not cancel or change the insurance coverage limits without first giving Landlord thirty (30) days' prior written notice, except cancellation for nonpayment of premium, in which case only ten (10) days' prior written notice shall be required.

Tenant's general liability insurance shall include a contractual liability endorsement insuring performance of all indemnities of Tenant under this Lease and a cross-liability endorsement to the extent insurable. Said insurance policy shall be with an insurance company or companies with general policy holders' rating of not less than "A-VIII" as rated in the most current available Best's Key Rating Guide and which are qualified to do business in the state in which the Premises are located.

- 12.2. Risk of Loss. Landlord shall not be liable for injury to any person or for any damage to personal property sustained by Tenant or others that arises from or relates to : (i) any defect or alleged defect in the Premises or any service facilities, (ii) the occurrence of any accident, including but not limited to damage cause by water, wind, storm, or by any gas, steam, electrical wiring, sprinkler system, plumbing, heating or conditioning apparatus, (iii) Tenant's acts or omissions or those of Tenant's agents, employees, invitees/customers, officers, volunteers or other occupants of the Premises, present with Tenant's permission or knowledge, (iv) any part or appurtenance of the Premises, including any and all furniture, fixtures, and equipment of Tenant becoming out of repair
- 12.3. Waiver of Subrogation. Tenant hereby releases Landlord from liability and waives all right of recovery against Landlord for any loss in or about the Premises from perils insured against under its fire or liability insurance contracts, including any and all risk endorsements thereof, whether due to negligence or any other cause. However, this Section shall be inapplicable as to a particular insurance contract to the extent it would have the effect of invalidating the coverage provided by that contract, whether of Landlord or Tenant. Nothing herein shall relieve Tenant of its obligation to request and procure, to the extent available on a commercially reasonable basis, the necessary endorsements required to validly waive subrogation in accordance with this paragraph. Tenant shall, at the request of Landlord, execute and deliver to Landlord a Waiver of Subrogation in the form and content as reasonably required by Landlord's risk manager. To the extent Tenant fails to maintain the insurance required under the terms of this lease, such failure shall be a defense to any claim asserted by Tenant against Landlord by reason of any loss sustained by Tenant due to circumstances that would have been covered had such required insurance been maintained.
- 12.4. Certificate of Insurance. A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Tenant under the provisions of this Lease shall be delivered to Landlord upon or before the delivery of the Premises to Tenant for any purpose. Each of said certificates of insurance and each such policy of insurance required to be maintained by Tenant hereunder shall expressly evidence insurance coverage as required by this Lease.

13. Defaults and Remedies.

- 13.1. Events of Default. Should Tenant be in default in the prompt and full performance of any obligation of the Lease for more than ten (10) days, (unless due to the nature of such default it is not capable of being cured within ten (10) days, in which event Tenant shall be in default unless it commences to cure such obligation within such ten (10) day period and thereafter diligently prosecute such cure to completion), after written notice from Landlord specifying the particulars of the default (any such notice being required by this Section for any breach, being deemed in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, or any similar superseding statute), or should Tenant vacate or abandon the Premises, or should Tenant make any general assignment for the benefit of creditors (other than as provided in Section 8), or should substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease be attached or judicially seized where the seizure is not discharged within thirty (30) days, then Landlord may treat the occurrence of any one (1) or more of the foregoing events as a breach of this Lease and, in addition to any or all other rights or remedies of Landlord by law provided, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to Tenant or any other person: (i) to declare the Term ended and to re-enter and take possession of the Premises and remove all persons, property and improvements therefrom, or (ii) to re-enter the Premises, without declaring this Lease terminated and without terminating Tenant's rights to possession, and to occupy the whole or any part for and on account of Tenant, and to collect any unpaid rentals and other charges which have become payable or which may thereafter become payable, or (iii) to terminate this Lease and all of Tenant's rights as to the Premises hereunder, even though it may have previously re-entered the Premises without terminating this Lease. In any case in which Landlord shall re-enter and occupy the whole or any part of the Premises, by unlawful detainer proceedings or otherwise, Landlord, at its option, may repair, alter, subdivide, or change the character of the Premises from time to time in such manner as Landlord deems best, may re-let the Premises or any part thereof and receive the rents therefor, and none of such actions shall constitute a termination of this Lease, a release of Tenant from any liability hereunder. Landlord shall not be deemed to have terminated this Lease or liability of Tenant to pay any rent or other charges later accruing by any re-entry of the Premises as provided above, or by any action in unlawful detainer or otherwise to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate this Lease. Notwithstanding anything to the contrary set forth above, if the default complained of, other than a default for the payment of monies, cannot be rectified or cured within the period requiring rectification or curing, as specified in the written notice relating to the default, then, as to a default susceptible to being cured, the default

shall be deemed to be rectified or cured if Tenant, within the notice period, shall have commenced to rectify or cure the default and shall thereafter diligently and continuously prosecute same to completion.

13.2. Termination of Lease. Should Landlord elect to terminate this Lease pursuant to this Section, Landlord may recover from Tenant all damages caused as a result of Tenant's default.

14. Waiver. Any waiver by Landlord of any default or breach of any covenant, condition, term, and agreement contained in this Lease, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by Landlord to require exact, full, and complete compliance with any of the covenants, conditions, terms, or agreements contained in this Lease be construed as changing the terms of this Lease in any manner or preventing Landlord from enforcing the full provisions hereof. No delay, failure, omission of Landlord to exercise any right, power, privilege, or option arising from any default or breach, nor any subsequent acceptance of payment then or thereafter by Landlord, shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or breach, or as relinquishment of any right. The rights, powers, options, privileges, and remedies available to Landlord under this Lease shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this lease.

15. Attorneys' Fees. Should either party to this Lease have to resort to litigation to enforce any provision of this Lease, the prevailing party shall be entitled to its attorneys' fees and reasonable costs incurred in litigating any dispute.

16. Landlord's Access and Parking Lot Use.

16.1 Access and Inspection. Landlord and its representatives, employees, agents or independent contractors shall have access to the Premises, or any portion thereof, at all times, upon reasonable notice to Tenant, for purposes of inspection, to show the Premises to prospective purchasers, to provide necessary services, to make necessary repairs or perform other services, or to post appropriate Notices of Non-Responsibility, all without being liable for any breach of a covenant of quiet enjoyment possessed by Tenant, of eviction of Tenant, or any other damage to Tenant or its operations. In exercising these rights, Landlord shall use its best efforts to minimize disruption or inconvenience to Tenant, and shall unless in an emergency, provide reasonable advance notice of any such entry onto the Premises or inspection thereof.

16.2 Parking Lot Use. Landlord shall have use of a portion of the parking lot, consisting of not less than 20 parking spaces, located at the southeast end of the Property as generally delineated in Exhibit D, attached hereto and

made a part hereof, provided that such use shall be limited to Mondays through Friday from 7:00 a.m. to 5:30 p.m.

17. Prohibition on Assignment and Subletting.

17.1. Landlord's Consent. Tenant may sublease space within containers installed or brought upon the Premises by Tenant in accordance with, and for uses authorized by, this Lease; provided, however, that no such sublease shall relieve Tenant of any of its obligations under the Lease. Except as otherwise provided in the foregoing sentence and in Section 8, Tenant may not assign, sublet or otherwise transfer its interest, under this Lease without Landlord's prior written consent, which consent may be withheld, conditioned or delayed in Landlord's sole and absolute discretion. Any attempted assignment, sublet or transfer made in violation of this provision shall be void.

17.2. Approved Assignments. The following events shall not be considered a transfer of interest under Section 17.1 above: (a) a change in ownership of Tenant as a result of a merger, consolidation, reorganization, or joint venture; (b) the sale, exchange, issuance, or other transfer of Tenant's stock on a national exchange or between Tenant's parent company, if any, and any subsidiary, affiliate, related entity, or other entity that controls, is controlled by, or is under common control with Tenant; (c) the Transfer of this Lease to Tenant's parent entity, if any, or any subsidiary, affiliate, related entity, an entity that controls, is controlled by, or is under common control with Tenant; or (d) a collateral assignment of Tenant's interest in this Lease to a lender as security for any indebtedness of Tenant to the lender. Tenant shall not be required to obtain Landlord's consent and Landlord shall have no right to delay, alter, or impede any of the foregoing transactions or combinations thereof, but such transfer of interest shall be effective only upon not less than sixty (60) days written notice to Landlord.

18. Notices. All written notices required to be given pursuant to the terms hereof shall be either (a) personally delivered, (b) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (c) delivered by overnight courier service, or (d) by electronic mail in Portable Document Format (PDF) with confirmation of receipt, in which case notice shall be deemed delivered upon receipt of confirmation of receipt. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (a), (b) or (c) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To Tenant: SteelCraft Long Beach LP
3750 Long Beach Blvd., Suite 200

Long Beach CA 90807 Attn.: William Burkett
Phone: 562-427-4124

To Landlord: City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840
Attn.: City Manager
Phone: (714) 741-5100

19. No Principal/Agent Relationship. Nothing contained in this Lease shall be construed to render Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this lease be construed to authorize either to act as an agent for the other.
20. Entire Agreement, Modification. This lease constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter of this Lease and supersedes all prior and contemporaneous agreements, representations and understandings of Landlord and Tenant, oral or written. No supplement, modifications or amendment of this Lease shall be binding unless in writing and executed by Tenant and Landlord.
21. Applicable Law and Venue. This Lease shall be construed and enforced in accordance with, and governed by, the laws of the State of California. The parties consent to the jurisdiction of California Courts with venue in Orange County.
22. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
23. Headings and Recitals. The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provision.
24. Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Lease or any amendments hereto.
25. Memorandum of Lease for Recording. Landlord and Tenant shall, at the request of either at any time during the term of this lease, execute a memorandum or "short form" of this lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this lease shall describe the parties, set forth a description of the leased premises, specify the term of this lease, incorporate this lease by reference, and include any other provisions required by Lender(s).

26. Termination; Holdover. This Lease shall terminate without further notice at the expiration of the Lease Term. Any holding over by Tenant after expiration shall not constitute a renewal or extension or give Tenant any rights in or to the Premises.
27. Incorporation of Attachments. All Attachments included herein or attached hereto are hereby incorporated into this Lease by this reference, and constitute an integral part of this Lease.
28. Time. Time is of the essence of every provision contained in this Lease.
29. Severability. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.
30. Waiver of Relocation Rights. As consideration for entering into this Lease, Tenant expressly, voluntarily and knowingly understands, acknowledges and agrees that its status is and will be and remain as a "post-acquisition tenant" with no eligibility or rights to relocation assistance or benefits thereunder pursuant to the Relocation Assistance Laws. Tenant acknowledges the rights granted by State and/or Federal Relocation Assistance Laws and regulations and, notwithstanding any other provision of this Lease, expressly waives all such past, present and future rights, if any, to which Tenant might otherwise be or become entitled with regard to this Lease. Tenant hereby waives any right to relocation assistance, moving expenses, goodwill or other payments to which Tenant might otherwise be entitled under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq., and/or the California Relocation Assistance Law, as amended, Government Code § 7260 et seq. Tenant fully, intentionally, knowingly and voluntarily waives, releases and discharges Landlord, and its appointed and elected officials, officers, directors, employees, contractors, and agents (together "Indemnitees") from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to (i) the sale of the Premises or the relocation of any of Tenant's operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located on the Premises, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under the Relocation Assistance Laws notwithstanding that such relocation assistance, benefits and/or payments may be otherwise required under such state or federal law; and (ii) compensation for any interest in the operations at, on, or about the Premises including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, leasehold interest, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

31. Brokers. There have been no brokers, finders or agents involved in this Lease, and each party agrees to hold the other harmless from the failure to pay any other broker, finder or agent making a claim for compensation, commission or charges with respect to this Lease and/or the negotiation hereof.
32. Right of First Refusal. Tenant is hereby granted a Right of First Refusal to purchase the Property as follows:
- (a) Prior to soliciting any offer for sale of the Property or disposition of any interest in the Property, or accepting any offer to purchase the Property or any beneficial ownership interests in the Property, Landlord shall notify Tenant of such interest to sell or offer and deliver to Tenant a copy thereof. Tenant may exercise the Right of First Refusal by delivering to Landlord a written notice of exercise within ninety (90) days after Tenant has received Landlord's notice of an intent to sell. The purchase price shall be the fair market value of the Property determined as follows. Landlord shall provide Tenant with a list of no fewer than three appraisers for Tenant's approval. Tenant shall select one appraiser to perform the appraisal and determine the fair market value of the Property. Tenant may reject any appraiser for a reasonable cause. If any appraiser(s) are rejected with cause, Landlord will provide alternative appraiser(s) of an equal number. In the event Tenant fails to select an appraiser within fifteen (15) days of receiving the list of appraisers, Landlord may select an appraiser. Landlord shall pay the cost of the appraiser. Any appraiser selected pursuant to this section shall be an MAI appraiser with at least five years of experience.
 - (b) In the event Tenant does not exercise the Right of First Refusal pursuant to subparagraphs (a) above, Landlord may sell the Property.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument of the Effective Date.

LANDLORD
CITY OF GARDEN GROVE, a California
Municipal Corporation

TENANT
STEELCRAFT LONG BEACH LP, a
California Limited Partnership



City Manager

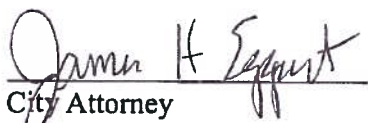
Date: 7/13/17

Attest:



City Clerk

Approved as to form:



City Attorney

By: GARDENING AT NITE, LLC, a
California Limited Partnership
Its: General Partner

By: HOWARD CDM, a
California Corporation
Its: Manager



By: Martin Howard, President

Date: 7-3-17

Exhibit "A"
LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1 AS SHOWN ON A MAP RECORDED IN BOOK 126, PAGES 18 AND 19 OF
PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY,
CALIFORNIA.

APN: 090-16-437

Exhibit "B"

PRELIMINARY CONCEPTUAL SITE PLAN AND ELEVATIONS



Exhibit "C"

SCHEDULE OF PERFORMANCE

MILESTONE		COMPLIANCE DATE
1.	Obtain all Entitlements and Building Permits	Within 180 days of lease approval by City Council.
2.	Submit evidence of financing to construct Tenant Improvements.	Within 180 days of lease approval by City Council.
3.	Commence Construction.	Within 240 days of lease approval by City Council.
4.	Completion of Construction.	Within 540 days (approximately 18 months) of lease approval by City Council, not later than December 5, 2018.

****The Garden Grove City Manager is authorized to approve modifications to the Schedule of Performance and the compliance dates for the milestones therein on behalf of Landlord.**

Exhibit "D"

PARKING LOT AREA RESERVED FOR LANDLORD'S USE

Monday - Friday
7:00 a.m. - 5:30 p.m.



CONSENT TO ASSIGNMENT AND AMENDMENT OF LEASE

**12900 Euclid Street,
Garden Grove, CA 92840**

This Consent to Assignment and Amendment of Lease ("Assignment") is made this 16 day of April, 2018, by and between the CITY OF GARDEN GROVE, a municipal corporation ("Lessor"), STEELCRAFT LONG BEACH LP ("Lessee") and STEELCRAFT GARDEN GROVE LP ("Assignee") together referred to herein as the "Parties." The Parties agree as follows:

1. **RECITALS.** This Assignment is made with reference to the following facts and objectives:
 - A. Lessor and Lessee entered into Lease Agreement ("Agreement") dated August 13, 2017, for the lease of City-owned property ("Property") located at 12900 Euclid St., Garden Grove, CA 92840 for the development of a multi-tenant, outdoor commercial retail and food court use occupying modified shipping containers ("Development").
 - B. Pursuant to Article 17 of the Agreement, the Agreement may not be assigned or transferred by Lessee without Lessor's consent.
 - C. Pursuant to Section 20 of the Agreement, the Agreement may be modified by written amendment executed by Lessor and Lessee.
 - D. Lessee desires to assign the Agreement to Assignee for purposes of creating a project specific entity to handle leasing activities and everyday operations of the Development.
2. **ASSIGNMENT OF LEASE.** CITY approves assignment of the Agreement to Assignee and Assignee hereby assumes all of Lessee's rights, obligations, and liabilities as "Tenant" under the Agreement.
3. **AMENDMENT REGARDING NOTICE.** Section 18 of the Agreement is amended by replacing the contact information for Notice as follows:

To Tenant at:

SteelCraft Garden Grove LP
3750 Long Beach Blvd., Suite 200
Long Beach, CA 90807
Attn: Martin Howard
4. **EFFECTIVENESS OF THE AGREEMENT.** Other than as expressly amended by this Amendment, all provisions of the Agreement remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

LESSOR:

CITY OF GARDEN GROVE,
a municipal corporation



City Manger

ATTEST:



City Clerk

APPROVED AS TO FORM



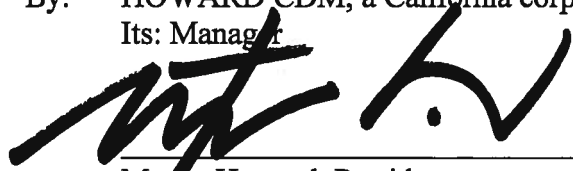
City Attorney

LESSEE:

STEELCRAFT LONG BEACH LP,
a California limited partnership

By: GARDENING AT NITE, LLC,
A California Limited Liability Company
Its: General Partner

By: HOWARD CDM, a California corporation
Its: Manager



Martin Howard, President

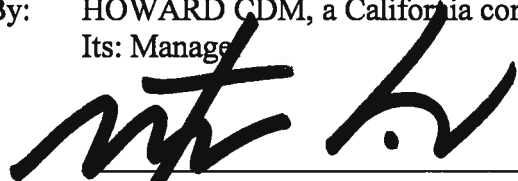
ASSIGNEE:

STEELCRAFT GARDEN GROVE LP,
a California limited partnership

By: GARDENING AT NITE, LLC,
A California Limited Liability Company
Its: General Partner

By: STEELCRAFT LONG BEACH LP,
A California Limited Partnership
Its: General Partner

By: HOWARD CDM, a California corporation
Its: Manager



Martin Howard, President

**SECOND AMENDMENT OF LEASE
12900 Euclid Street
Garden Grove, CA 92840**

This Second Amendment of Lease Agreement ("Amendment") is entered into by and between the **CITY OF GARDEN GROVE**, a municipal corporation ("Landlord"), and **STEELCRAFT GARDEN GROVE LP** ("Tenant"), effective as of November 26, 2019.

WHEREAS, Landlord and Steelcraft Long Beach LP entered into that Lease Agreement Dated August 13, 2017 ("Lease"), for the lease of City-owned property ("Property") located at 12900 Euclid St., Garden Grove, CA 92470 for the development of a multi-tenant, outdoor commercial retail and food court use occupying modified shipping containers; and

WHEREAS, Article 20 of the Lease stipulates that the Lease may be modified by written amendment executed by Landlord and Tenant; and

WHEREAS, the Lease was amended as to Tenant's contact information and assigned to Tenant by that Consent to Assignment and Amendment of Lease dated April 16, 2018; and

WHEREAS, Landlord and Tenant desire to further amend the Lease to permit extensions of the term for up to 55 years as more particularly provided herein.

NOW, THEREFORE, it is mutually agreed, by and between the parties as follows:

1. Section 3 of the Lease is hereby amended to read as follows:
 3. Term. The term of this lease shall be 10 years, commencing on the Effective Date (the "Term"), unless terminated earlier as provided in this lease. Tenant may extend the term for up to nine 5-year extensions (a total of 45 additional years) upon giving Landlord written notice of its election to extend the term 180 days but no less than 90 days prior to the end of the initial term and any subsequent 5-year term extension.
2. Except as expressly amended hereby, the Lease remains in full force and effect as originally executed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed by their respective officers duly authorized on the dates set forth opposite their signatures, below.

"LANDLORD"

CITY OF GARDEN GROVE, a municipal corporation

Date: 12/3/19

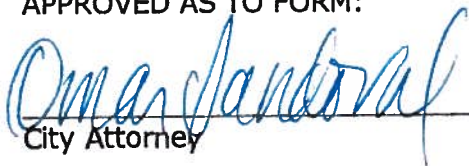
By: 
City Manager - Scott C. Stiles

ATTESTED:


City Clerk

Date: 12/3/19

APPROVED AS TO FORM:


City Attorney

"TENANT"

STEELCRAFT GARDEN GROVE LP,
A California limited partnership

By: STEELCRAFT LONG BEACH, LP
A California limited partnership, its
general partner

By: GARDENING AT NITE, LLC
A California limited liability
company, its general partner

By: HOWARD CDM, A California
corporation, its managing
member

By: 
Name Martin Howard

Title: President



City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy

Dept.: City Manager Dept.: City Clerk

Subject: Receive and file minutes Date: 5/12/2020
from the meeting held on
April 28, 2020. (*Action
Item*)

Attached are the minutes from the meeting held on April 28, 2020, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	5/7/2020	Minutes	cc-min_04_28_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, April 28, 2020

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

CONVENE MEETING

At 6:41 p.m., Mayor Jones convened the meeting telephonically.

ROLL CALL PRESENT: (7) Council Members Brietigam, D. Nguyen, Bui,
Klopfenstein, K. Nguyen, Mayor Pro Tem
O'Neill, Mayor Jones

ABSENT: (0) None

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

ORAL COMMUNICATIONS

Speakers: Nicholas Dibs

Electronic Communications: Walter Muneton, Hairo Cortes, Cesar Covarrubias,
Cynthia Guerra, Peter Mai

RECESS

At 7:00 p.m., Mayor Jones recessed the meeting.

RECONVENE

At 7:06 p.m., Mayor Jones reconvened the meeting telephonically with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING MAY 2020 AS ASIAN AMERICAN AND
PACIFIC ISLANDER HERITAGE MONTH (F: 83.1)

It was moved by Council Member Brietigam, seconded by Council Member D.

Nguyen that:

May 2020 be proclaimed as Asian American and Pacific Islander Heritage Month in Garden Grove.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

ADOPTION OF A PROCLAMATION DECLARING MAY 2020 AS BUILDING AND SAFETY MONTH (F: 83.1)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

May 2020 be and is hereby recognized as Building and Safety Month in Garden Grove.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

AUTHORIZE AN EXTENSION OF 60-DAY SURPLUS LAND ACT NOTIFICATION OF INTEREST DEADLINE DUE TO COVID-19 (F: 73.13) (XR: 117.2A)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

A sixty (60) day extension of the notification of interest for the sale or lease of the Willowick Golf Course property due from interested parties to July 10, 2020, be approved.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL OF A DONATION OF FIRE EQUIPMENT TO THE CITY OF LA HABRA HEIGHTS (F: 84.7) (XR: 61.3) (XR: 92.4)

It was moved by Council Member Brietigam, seconded by Council Member D.

Nguyen that:

The City Manager be authorized to sign and execute the Bill of Transfer donating the remaining AFG funded equipment to the City of La Habra Heights.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL OF THE WEST ORANGE COUNTY WATER BOARD CATHODIC PROTECTION PROJECT (F: 112.9)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

The West Orange County Water Board Cathodic Protection Project, at 4.2 percent of the project amount for an annual total of \$42,000, be approved.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL OF AN AGREEMENT WITH STOMMEL, INC. DBA LEHR AUTO FOR POLICE DEPARTMENT VEHICLE OUTFITTING (F: 55-Stommel, Inc. dba Lehr Auto)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

An agreement with Stommel, Inc. dba Lehr Auto, in the amount of \$78,000 to furnish all equipment, labor, and materials for outfitting five police vehicles, be approved;

An additional amount of \$7,800 for unanticipated costs related to the contracted services and equipment, be approved; and

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

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

APPROVAL OF AN AMENDMENT TO THE CITIZEN PARTICIPATION PLAN AND
SUBSTANTIAL AMENDMENT NO. 3 TO THE 2019-20 ANNUAL ACTION PLAN FOR THE
USE OF HOUSING AND URBAN DEVELOPMENT FUNDING (F: 117.10D) (XR: 117.2A)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

CDBG funding, fund 161, in the amount of \$1,194,311, be and is hereby appropriated for the Small Business Administration forgivable loan program, administrative costs, and public services, with unused appropriation carried over to Fiscal Year 2020-21 up to the timeline for use established by the CARES Act to be used for the same programs;

ESG funding, fund 164, in the amount of \$602,486, be and is hereby appropriated for rental assistance, homeless prevention, and street outreach, with unused appropriation carried over to Fiscal Year 2020-21 up to the timeline for use established by the CARES Act to be used for the same programs;

Staff be and is hereby directed to submit the Substantial Amendment to the Department of Housing and Urban Development; and

The City Manager be and is hereby authorized to execute agreements, and make modifications as appropriate thereto, on behalf of the City.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

RECEIVE AND FILE MINUTES FROM THE MEETING HELD ON APRIL 14, 2020
(F: VAULT)

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

Minutes from the meeting held on April 14, 2020, be received and filed.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

WARRANTS

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

Regular Warrants 660905 through 661219; 661220 through 661399; 661400 through 661575; Wires W2815 through W2819; W2820 through W2833; and W2834 through W2838; 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 184045 through 184061; Direct Deposits D363741 through D364337; and Wires W2690 through W2693; be received and filed as presented in the warrant register submitted, and have been audited for accuracy and funds are available for payment thereof by the Finance Director.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

WAIVER

It was moved by Council Member Brietigam, seconded by Council Member D. Nguyen that:

Full reading of Ordinances listed be waived.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

AWARD A PROFESSIONAL SERVICES CONTRACT TO CARL WARREN & COMPANY FOR THIRD-PARTY LIABILITY CLAIMS ADMINISTRATION SERVICES (F: 55-Carl Warren & Company)

Following staff introduction, it was moved by Council Member Brietigam, seconded by Mayor Pro Tem O'Neill that:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

INTRODUCTION AND FIRST READING OF AN ORDINANCE AMENDING CHAPTER 2.52 OF THE MUNICIPAL CODE INCREASING PUBLIC WORKS CONTRACTS BIDDING THRESHOLDS TO CONFORM WITH STATE LAW (F: 55.1) (XR: 50.2)

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

Following the introduction by City Attorney Sandoval, and reading of the title by the City Clerk, it was moved by Council Member Klopfenstein, seconded by Council Member Brietigam that:

Ordinance No. 2914 entitled: An Ordinance of the City Council of the City of Garden Grove amending provisions of Chapter 2.52 of Title 2 of the Garden Grove Municipal Code increasing public works contracts bidding thresholds to conform with State law, be passed to second reading.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

INTRODUCTION AND FIRST READING OF AN ORDINANCE TO REQUIRE ELECTRONIC SUBMITTAL OF CAMPAIGN DISCLOSURE STATEMENTS AND FORM 700 FILINGS (F: 50.2) (XR: 30.4) (XR: 30.3)

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

Following the introduction by City Attorney Sandoval, and reading of the title by the City Clerk, it was moved by Council Member D. Nguyen, seconded by Mayor Pro Tem O'Neill that:

Ordinance No. 2915 entitled: An Ordinance of the City Council of the City of Garden Grove, adding Chapter 2.14 to Title 2 of the Garden Grove Municipal Code relating to electronic filing of campaign finance disclosure statements, be passed to second reading.

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

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

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

DISCUSSION REGARDING A PROPOSED RESOLUTION DENOUNCING CORONAVIRUS DISCRIMINATION AGAINST ASIANS AND ASIAN AMERICANS, AS REQUESTED BY COUNCIL MEMBER DIEDRE THU-HA NGUYEN (F: 83.1) (XR: 117.2A)

Council Member D. Nguyen introduced the Resolution denouncing coronavirus discrimination, noting that there have been recent incidents involving verbal and physical assault on Asians and on Asian Americans. She requested support by the City Council and moved to adopt a Resolution that strongly condemns and denounces anti-Asian sentiment in any form; recognizes a racially inclusive environment as essential to the health and safety of all its residents; support local law enforcement in continuing their efforts to work with State and Federal law enforcement officials to investigate and document all credible reports of COVID-19 related hate crimes and threats; and commits to collecting and publicly reporting data on reported COVID-19 related bias in the City of Garden Grove.

The motion was seconded by Council Member K. Nguyen, and carried by a 7-0 vote as follows:

Ayes: (7) Brietigam, D. Nguyen, Bui, Klopfenstein, K.
Nguyen, O'Neill, Jones
Noes: (0) None

FINANCIAL UPDATE FOR FISCAL YEAR 2019-20 AND FISCAL YEAR 2020-21 AS REQUESTED BY CITY MANAGER STILES (F: 34.1 FY2019-20 2020-21) (XR: 117.2A)

City Manager Stiles introduced this matter stating that this is the first of three financial updates prior to the June budget study session. He reported the latest COVID-19 numbers for the County and Garden Grove, and noted that daily updates are available from the OC Health Care Agency website. The Garden Grove Police Department continues to perform at full strength along with the Orange County Fire Authority's paramedics and firefighters, and the Community Services Department is providing food to house-bound seniors. The City extended the Emergency Order to coincide with the Governor's Executive Order. The State is planning on opening the economy in four phases, and the County is also providing guidelines for businesses and residents. Several letters have been sent to State and Federal elected officials asking for assistance for small businesses, residents, and for the City. Community Services has lit up the clock tower blue in the Village Green to honor our health care workers. The Police Memorial and National Night Out are officially cancelled this year, and there will be information forthcoming on the status of summer

programs. Governor Newsom has extended Department of Motor Vehicles deadlines, and late fees for registration have been temporarily suspended. Grocers will provide bags without charge, and the County has mandated essential workers to wear face coverings when interfacing with the public, which includes retail drug, grocery stores, convenience stores, gas stations and food prep workers. COVID-19 information is also available on the City's website.

Patricia Song, Finance Director, provided a financial overview of how the City's budget is projected to be impacted by COVID-19. The initial damage assessment is \$12.5 million as of April 16, 2020, due to loss in sales tax and Transient Occupancy Tax (TOT). Loss of TOT revenue is \$6.3 million estimated through the end of May 2020. The City has also incurred \$712,000 in direct costs for purchase orders and credit card purchases for personal protective equipment, emergency services, sanitary supplies for disinfection and decontamination, salaries and overtime, and equipment to facilitate telecommuting for employees. The Emergency Operations Center team is tracking all costs related to COVID-19 for potential reimbursement. As of April 16, 2020, estimates for Fiscal Year 2019-20 will end with a surplus of \$3.2 million, a decrease of \$14.8 million. Other revenue sources, i.e., business tax and parking citations are anticipated to see a decline of more than \$300,000. Measures taken to date to slow spending are: A hiring freeze, with the exception of sworn public safety; pause on recruitments; suspension of all non-essential training and conferences; defer non-essential equipment and capital purchases; reassessment of personnel equipment needs, i.e., cellphone, uniform, take-home vehicles; and reassessment of business processes and elimination of low-value tasks. Further updates will be provided at the May 12, 2020, and May 26, 2020, City Council reports in preparation for the June 2, 2020 budget study session.

Mayor Jones thanked staff for keeping the council informed.

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

Mayor Jones stated that Garden Grove and Orange County has done a very good job keeping the COVID-19 numbers down. He noted the restlessness from people staying home and the protests taking place in Huntington Beach, Orange, and Irvine, and commented on the danger of people ignoring the stay at home orders. With these concerns in mind, he has formed an unofficial Mayor's Advisory Committee with people from different disciplines relevant to this issue. The advisory committee shares video clips, whitepapers, academic studies and guidelines with the intent to learn more information about testing and tracing and how to break the curve. It is necessary to establish prerequisites before reopening and what needs to happen in a gradual and methodical way to reopen to avoid having to revert back into a shut down or risk increased infections. He asked for input and plans on combining and sharing information to move forward in a well thought-out manner. He stated that any plans for reopening would be in concert with the State. He was pleased that when speaking with other Orange County

Mayors, all agreed on a regional and collaborative effort to work together and create a mutual methodology for reopening.

Council Member Brietigam thanked the Mayor and expressed his satisfaction on efforts focusing on reopening. He expressed his enthusiasm for spearheading an effort for public art and is working with local Garden Grove Artist, Jody Williams. Ms. Williams has created public art on electrical boxes in Garden Grove in tribute to the City's first responders, health care workers, and our local schools. He acknowledged local realtor Wyatt Hill for organizing a COVID classic mobile car show over the weekend for everyone to enjoy from their front yards.

Mayor Pro Tem O'Neill thanked the Mayor for his leadership and keeping everyone informed on the pandemic, and agreed with a regional approach for reopening cities. He also thanked City Manager Stiles for his leadership and expressed appreciation for regular updates to the City Council. He also recognized the Garden Grove Police Department, the Orange County Fire Authority, and city staff for doing an outstanding job adapting to circumstances caused by the pandemic.

Council Member D. Nguyen thanked the Mayor and staff for providing leadership as we begin reopening. However, she cautioned the public to not take this pandemic lightly, pointing to the data available from the OC Health Care Agency showing increased numbers of people with COVID-19. She highly encouraged everyone to wear masks and practice social distancing. She stressed the need for more testing, and asked that we be mindful of the wellbeing of ourselves and others.

Council Member Bui commented on the progress for the City's Enterprise Resource Planning system (ERP) that was approved by the City Council to replace the outdated "PIC" system used for tracking the City's finances. He stated that there was a meeting with the Mayor and Finance Director to review the timeline for rolling out the ERP, and noted that they are meeting the target date for going live on July 1, 2020, and are on budget. The ERP system will streamline processes and provide efficiency and accuracy. He noted that the Finance Director created a one page summary and asked for comment from City Manager Stiles.

City Manager Stiles stated that this is a complex project and he thanked the Finance Director, IT Director and Human Resources Director for their work and in getting the employees ready for the transition to the ERP system.

Finance Director Song stated that the project is on time and on budget for Phase 1 that includes the Accounts Payable and Receivable, and that Phase 2 will follow with the Human Resources Module and Payroll. She noted that this is a major investment for the City that will ultimately help decision makers to make better financial decisions for the City.

Council Member Bui stated that he has been approached by businesses expressing their appreciation for health care workers and first responders, and have asked him

how to help. He encouraged that they focus on Garden Grove Hospital, and is pleased to report that hundreds of meals have been delivered to the doctors and nurses at Garden Grove Hospital, Fire Station 81, and City Hall staff. They will also be donating hand sanitizers and N95 masks to the Garden Grove Police Department and Garden Grove Hospital next week. He is working on a plan for In-n-Out Burger restaurant to go mobile to the Garden Grove Hospital, and the Garden Grove Police Department. He recognized two Garden Grove Buddhist temples and their female monks for their donations as well. He thanked Mayor Jones for moving forward with an Advisory Committee to collaborate on reopening cities that will adhere to the State and County guidelines and done in phases. He expressed his view that people will be nervous once the stay at home order is lifted, and it is important to come up with a plan from a City perspective for reopening and getting the economy back on track quickly and safely. He concluded by recognizing the month of April as Black April, which marks the 45th year that South Vietnam lost their liberties and freedom, and millions of people in Vietnam are still suffering under an oppressive government. He noted with sadness the number of people who have died of COVID-19 has surpassed the number of people who fought for freedom in South Vietnam, and he asked for a minute of silence for those who lost their lives fighting for freedom.

Following a minute of silence, Council Member Klopfenstein thanked Mayor Jones for creating an Advisory Committee to begin having a conversation on the best approach for reopening the City. She understands the economic challenges people are suffering through and empathizes with the residents for feeling restless. She thanked the residents of Garden Grove for bravely adapting to the challenges and accepting changes brought on by this pandemic. She is optimistic with Mayor Jones' leadership, and taking gradual steps to get the City back on track.

Council Member K. Nguyen asked everyone to wear their denim on Wednesday in recognition of April as Sexual Assault Awareness Month, and to snap a photo and send to #atdenimday@SAAM. She reminded everyone to fill out the 2020 Census to help with shaping the future for the next ten years. She thanked Mayor Jones for his thoughtful and meticulous leadership for reopening the City, and in being aware of the increased cases of COVID-19, she asked everyone to practice social distancing as the numbers are not consistent enough to flatten the curve to ensure the safety of everyone in Garden Grove.

Mayor Jones stated that tonight's meeting will be adjourned in memory of Santiago High School teacher Jesse Goodwin, who passed away unexpectedly in his sleep on April 8, 2020. Mr. Goodwin was one of Council Member K. Nguyen's teachers, and he asked her to share her memories of Mr. Goodwin.

Council Member K. Nguyen shared a personal statement of remembrance to Mr. Goodwin

ADJOURNMENT

At 8:13 p.m., Mayor Jones adjourned the meeting in memory of Jesse Goodwin. The next Regular City Council Meeting will be held on Tuesday, May 12, 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. Date: 5/12/2020
 (*Action Item*)

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	5/1/2020	Warrants	5-12-20_CC_Warrants(4-22-20).pdf
Warrants	5/5/2020	Warrants	5-12-20_CC_Warrants_(04-29-20).pdf
Warrants	5/5/2020	Warrants	5-12-20_CC_Warrants_(05-01-20).pdf

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/22/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661576	BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	201.24 *
661577	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	1,511.83 *
661578	GREEN'S DISCOUNT GLASS & SCREENS	REGISTRATION FEES	27.19 *
661579	IRVINE PIPE & SUPPLY INC	PIPES/APPURTENANCES	140.76 *
661580	PLUMBERS DEPOT INC.	GEN PURPOSE TOOLS	997.87 *
661581	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	31.50 *
661582	TRAFFIC MANAGEMENT INC	OTHER MAINT ITEMS	20,643.50 *
661583	UNIFIRST CORP	LAUNDRY SERVICES	168.01 *
661584	O'REILLY AUTO PARTS	MOTOR VEH PARTS	4.34 *
661585	HOLLIE RETA	DEPOSIT REFUNDS	130.00 *
661586	OFFICE DEPOT, INC	ENG/DRAFTING INST	3,445.35 *
661587	LEIGHTON AND ASSOCIATES INC	OTHER PROF SERV	13,714.96 *
661588	GALLS, LLC DBA KEYSTONE UNIFORMS	UNIFORMS	500.00 *

PAGE TOTAL FOR "*" LINES = 41,516.55

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661589	UNION BANK	ADVERTISING	275.00 *
661590	UNION BANK	TELEPHONE	473.82
		NETWORK COMMUNICT	221.85
		NETWORKING SERVICES	129.43
		L/S/A TRANSPORTATION	275.96
		NETWORKING SUPPLIES	1,159.94
		SOFTWARE	329.36
		OFFICE SUPPLIES/EXP	752.58
		MINOR FURN/EQUIP	-2,024.11
			1,318.83 *
661591	UNION BANK	POSTAGE	7.75
		LODGING	3,292.86
		OTHER CONF/MTG EXP	60.00
		FOOD	334.18
		OTHER MAINT ITEMS	246.64
		OTHER MINOR TOOLS/EQ	694.74
			4,636.17 *
661601	LOOPNET	OTHER PROF SERV	950.00 *
661604	HOME DEPOT CREDIT SERVICES DEPT 32-2501437531	INTERCITY HVAC	478.43
		LABORATORY CHEMICALS	139.12
		MOTOR VEH PARTS	92.91
		PAINT/DYE/LUBRICANTS	269.60
		JANITORIAL SUPPLIES	11.93
		ELECTRICAL SUPPLIES	85.84
		HSHLD EQUIP/SUPPLIES	841.72
		PIPES/APPURTENANCES	157.03
		MAINT SUPP-TRAFF SIG	18.42
		OTHER MAINT ITEMS	1,817.20
		GEN PURPOSE TOOLS	1,067.68
		SAFETY EQ/SUPPLIES	560.85
		OTHER MINOR TOOLS/EQ	816.71
		end	28.47
		LUMBER	33.13
		HARDWARE	549.76
		OTHER CONST SUPPLIES	462.65

PAGE TOTAL FOR "*" LINES = 7,180.00

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661608	AT&T CORP	TELEPHONE	7,431.45 *
661609	SO CALIF EDISON CO	ELECTRICITY	8,718.14 *
661610	SO CALIF GAS CO	NATURAL GAS	134.73 *
661611	ADMINSURE	SELF-INS ADMN	5,696.32 *
661612	AKM CONSULTING ENGINEERS	ENGINEERING SERVICES	16,939.00 *
661613	ABSOLUTE INTERNATIONAL SECURITY	OTHER PROF SERV	2,752.00 *
661614	ALL AMERICAN ASPHALT	ASPHALT PRODUCTS	643.75 *
661615	ALL CITY MANAGEMENT SERVICES, INC.	CROSSING GUARD SERV	952.66 *
661616	ALS GROUP USA, CORP	OTHER PROF SERV	6,099.00 *
661617	AMAZON WEB SERVICES INC	NETWORKING SERVICES	2,232.00 *
661618	AQUA-METRIC SALES, CO.	WHSE INVENTORY	2,195.46 *
661619	BC TRAFFIC SPECIALIST	OTHER MAINT ITEMS	15,085.00 *
661620	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ	614.18 *
661621	BISHOP CO.	OTHER MINOR TOOLS/EQ	1,319.12 *
661622	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	70.08 *
661623	BUREAU VERITAS NORTH AMERICA INC	OTHER PROF SERV UNIFORMS	78.29 *
661624	CDW-GOVERNMENT INC	SOFTWARE	12,408.93 112.50
661625	CLEANSTREET	STREET SWEEPING SERV	12,521.43 *
661626	COMMUNITY VETERINARY HOSPITAL	POLICE CANINE EXP	1,202.22 *
			57,859.28 *
			88.25 *

PAGE TOTAL FOR "*" LINES = 142,632.36

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661627	CRUISE, GERALD J	INSTRUCTOR SERVICES	933.08 *
661628	WM OF SOUTHERN CALIFORNIA	OTHER PROF SERV	864.00 *
661629	DLT SOLUTIONS, LLC	SOFTWARE	21,654.75 *
661630	*DAVIS, RYAN	DUES/MEMBERSHIPS	55.00 *
661631	DOG SERVICES UNLIMITED	INSTRUCTOR SERVICES	476.28 *
661632	DUNN-EDWARDS CORPORATION	PAINT/DYE/LUBRICANTS	361.23 *
661633	*EIFERT, ANN CAO	MED TRUST REIMB	600.08 *
661634	ES ENGINEERING SERVICES, LLC	OTHER PROF SERV	15,494.10 *
661635	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	109.50 *
661636	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	576.00 *
661637	*PARK, BRANDY	TRAVEL ADVANCE	-152.84
		MILEAGE REIMB	163.72
		SUBSISTENCE	68.40
		OTHER CONF/MTG EXP	10.00
			89.28 *
661638	GARDEA, LAURA	INSTRUCTOR SERVICES	425.36 *
661639	GRISWOLD, CINDY	INSTRUCTOR SERVICES	239.40 *
661640	THE HOME DEPOT PRO	JANITORIAL SUPPLIES	969.73 *
661641	DANGELO CO	WHSE INVENTORY	2,284.40 *
661642	KNORR SYSTEMS, INC. ACCOUNTS RECEIVABLE	OTHER MAINT ITEMS	957.41 *
661643	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	1,770.85 *
661644	*LEE, JANY H	CELL PHONE/BEEPER	50.00 *
661645	LOS ANGELES ENGINEERING, INC	RETENTION PAYABLE	-25,222.67
		STREET CONSTR CONT	504,453.34
			479,230.67 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661646	MAGNUM OIL SPREADING INC	ASPHALT PRODUCTS	1,931.40 *
661647	MARK THOMAS & COMPANY, INC.	OTHER PROF SERV	5,163.50 *
661648	*MENDOZA-CAMPOS, MELISSA	TRAVEL ADVANCE	-152.84
		MILEAGE REIMB	163.72
		SUBSISTENCE	68.40
		OTHER CONF/MTG EXP	20.00
			99.28 *
661649	MERCHANTS BLDG MAINT LLC	MAINT-SERV CONTRACTS	2,342.12 *
661650	FIS ACCOUNTING DEPT	BANK FEES-CRDT CD	25,751.84 *
661651	MR. D'S AUTOMOTIVE	MOTOR VEHICLE MAINT	105.00 *
661652	MWI ANIMAL HEALTH	CANINE EXPENSES	107.40 *
661653	MYERS, NICOLE	INSTRUCTOR SERVICES	23.30 *
661654	OFFICE DEPOT, INC	ENG/DRAFTING INST	2,635.10 *
661655	NIKKI'S FLAG SHOP	WHSE INVENTORY	77.63 *
661656	ARC DOCUMENT SOLUTIONS, LLC	DUPLICATING	378.86 *
661657	ORANGE COUNTY SIGNS AND LIGHTING	OTHER PROF SERV	4,531.63 *
661658	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	HAZMAT REMOVAL	4,689.57 *
661659	ORANGE COUNTY STRIPING SERV	MAINT-SERV CONTRACTS	1,812.90 *
661660	ORANGE COUNTY WELDING, INC.	MOTOR VEH PARTS	500.00
		OTHER MAINT ITEMS	1,587.60
			2,087.60 *
661661	PACIFIC MEDICAL CLINIC	MEDICAL SERVICES	605.00 *
661662	PACIFIC4	WHSE INVENTORY	469.20 *
661663	PACIFIC TRUCK EQUIPMENT INC	MOTOR VEH PARTS	250.86 *
661664	LEGAL SHIELD	LEGAL	999.65 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/22/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661665	REFLEX TRAFFIC SYSTEMS, INC.	OTHER PROF SERV	61,600.00 *
661666	*SAUCEDO, DANA	TUITION REIMB	154.00 *
661667	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
661668	SMITH PIPE & SUPPLY COMPANY, INC	WHSE INVENTORY	745.02 *
661669	SO CALIF MUN ATHLETIC FEDERATION	OTHER PROF SERV	665.00 *
661670	SOUTHERN COUNTIES LUBRICANTS LLC	WHSE INVENTORY	695.28 *
661671	SOUTHERN COUNTIES OIL COMPANY	MV GAS/DIESEL FUEL	13,319.45 *
661672	SPARKLETT'S	OTHER MAINT ITEMS	69.75 *
661673	STATE INDUSTRIAL PRODUCTS	WHSE INVENTORY	374.69 *
661674	*STOVER, LAURA	CELL PHONE/BEEPER	48.12 *
661675	STRICTLY TECHNOLOGY LLC	TUITION/TRAINING MONITORED EQUIP	739.49 10,352.85 11,092.34 *
661676	THE RINKS- ANAHEIM ICE	INSTRUCTOR SERVICES	277.83 *
661677	THOMPSON DOOR & FRAME INC.	OTHER CONST SUPPLIES	105.31 *
661678	TRAFFIC MANAGEMENT INC	OTHER MAINT ITEMS	463.10 *
661679	TURBO DATA SYSTEMS, INC	OTHER PROF SERV OTHER MINOR TOOLS/EQ	2,134.44 3,490.19 5,624.63 *
661680	EVERETT TURNER	OTHER PROF SERV	250.00 *
661681	WEST GROVE VOLLEYBALL, LLC	INSTRUCTOR SERVICES	277.62 *
661682	UNIFIRST CORP	LAUNDRY SERVICES	884.29 *
661683	UNITED PARCEL SERVICE	DELIVERY SERVICES	124.00 *
661684	U.S. POSTAL SERVICE (HASLER)	POSTAGE	20,000.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661685	SUNG HO PARK FIVE STAR TAEKWONDO	INSTRUCTOR SERVICES	206.56 *
661686	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	18,332.61 *
661687	GRAINGER	WHSE INVENTORY	1,010.38
		OTHER MAINT ITEMS	550.44
		SAFETY EQ/SUPPLIES	18.38
			1,579.20 *
661688	WATERLINE TECHNOLOGIES, INC.	LABORATORY CHEMICALS	144.00 *
661689	WATER SOURCE SOLUTIONS INC	BOTTLED WATER	76.11 *
661690	WILLIAMS & MAHER INC	OTHER MAINT ITEMS	5,635.15 *
661691	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	50,810.24 *
661692	GROUP DELTA CONSULTANTS, INC	ENGINEERING SERVICES	1,335.00 *
661693	2-1-1 ORANGE COUNTY	OTHER PROF SERV	1,333.00 *
661694	DEPARTMENT OF CONSERVATION DIV OF ADMIN SVCS, ACTG OFFICE	OTHER PROF SERV	13,791.22 *
661695	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	95.29 *
661696	SCOTT EQUIPMENT	MOTOR VEH PARTS	1,923.22 *
661697	SAFEWAY SIGN COMPANY	OTHER MAINT ITEMS	249.66 *
661698	WESTERN WATER WORKS	WHSE INVENTORY	1,998.83 *
661699	AGO INDUSTRIES INC DBA: SO CAL PROPERTY SERVICES	MAINT-SERV CONTRACTS	575.00 *
661700	LEVEL 27 MEDIA	SIGNS/FLAGS/BANNERS	206.40 *
661701	ULINE INC.	WHSE INVENTORY	0.00 *
661702	STANDARD INSURANCE CO. RAS EXECUTIVE BENEFITS	DISABILITY INSURANCE	1,643.40 *
661703	O'REILLY AUTO PARTS	MOTOR VEH PARTS	5.56 *
661704	OCSD FINANCIAL MNGNT DIV	SEWER FEES	49,534.52 *

PAGE TOTAL FOR "*" LINES = 149,474.97

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661705	JM NURSERY	TREES	97.87 *
661706	MONTGOMERY, JESSE	DUES/MEMBERSHIPS	60.00 *
661707	LABSOURCE, INC.	WHSE INVENTORY	475.24 *
661708	METROLINK TRAINS	WAGE ATTACHMENT L/S/A TRANSPORTATION	767.00 220.00 987.00 *
661709	BANNER BANK	BONDS ESCROW ACCT	25,222.67 *
661710	KUNKEL, PETER	MED TRUST REIMB	1,760.21 *
661711	SUPPLY SOLUTIONS	PAPER/ENVELOPES	842.81 *
661712	HF&H CONSULTANTS, LLC	OTHER PROF SERV	6,367.50 *
661713	TOPAZ ALARM CORP	OTHER PROF SERV	35.00 *
661714	YO-FIRE SUPPLIES	WHSE INVENTORY	643.28 *
661715	TERESA HOWARTH	DEPOSIT REFUND	1,000.00 *
661716	ERICKSON-HALL CONSTRUCTION CO	DEPOSIT REFUND	1,000.00 *
661717	POWER TRAN	DEPOSIT REFUND	1,000.00 *
661718	SANG VO	DEPOSIT REFUND	1,000.00 *
661719	SAU VAN LE YOUNG JUICE	TRAF MITIGATION FEE	14,446.00 *
661720	JENNIFER HAHR	WATER REFUND	123.47 *
661721	MSC INDUSTRIAL SUPPLY CO. INC.	WHSE INVENTORY	232.42 *
661722	SEAVCO IVR SEAVER MOTORCYCLES	REPAIRS-FURN/MACH/EQ	415.28 *
661723	ORANGE COUNTY CLERK RECORDER HALL OF FINANCE & RECORDS	FEE REFUND	50.00 *
661724	CIMA	MISC LIABILITY INS	1,009.91 *
661725	CORELOGIC SOLUTIONS, LLC	SOFTWARE	394.50 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/22/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661726	SOUTHERN COMPUTER WAREHOUSE	OFFICE SUPPLIES/EXP MINOR FURN/EQUIP	345.85 654.63 1,000.48 *
661727	MAD SCIENCE OF WEST OC	INSTRUCTOR SERVICES	181.44 *
661728	NATEC INTERNATIONAL INC	OTHER MAINT ITEMS	1,780.00 *
661729	CARTRAC	OTHER PROF SERV	2,083.00 *
661730	ORANGE COUNTY EMERGENCY PET CLINIC	OTHER PROF SERV	1,112.25 *
661731	ONESOURCE DISTRIBUTORS, LLC	WHSE INVENTORY	2,095.18 *
661732	JTB SUPPLY CO INC	ELECTRICAL SUPPLIES	146.81 *
661733	FLEMING ENVIRONMENTAL INC.	OTHER PROF SERV	7,906.25 *
661734	*ATIN RAMOS, MARISA	MED TRUST REIMB	327.86 *
W2839	CALIFORNIA STATE DISBURSEMENT UNIT	WAGE ATTACHMENT	1,955.52 *
W2840	MARYLAND CHILD SUPPORT ACCOUNT CASE # 980094958	WAGE ATTACHMENT	343.38 *
W2841	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	HEALTH INSURANCE	618,743.10 *
W2842	REYNOLDS, MICHELE	WAGE ATTACHMENT	461.54 *
W2843	SHANNON WAINWRIGHT	WAGE ATTACHMENT	553.85 *
W2844	UNION BANK-COMM CUSTOMER SERV UNIT, GOVT ACCOUNTS	BANK FEES	4,916.64 *

PAGE TOTAL FOR "*" LINES = 643,607.30

FINAL TOTAL 1,739,610.73 *

DEMANDS #661576 - 661734 AND WIRES W2839 - W2844 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 22, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661735	STATE OF CALIF-FRANCHISE TAX BOARD	WAGE ATTACHMENT	190.10 *
661736	PETTY CASH-COMMUNITY SERV	OTHER RENTALS	13.70
		FACT:YTH ENRCH	19.58
		LAUNDRY SERVICES	15.00
		ADMN/ENTRANCE FEE	38.00
		FACT:OFFICE EXP	13.45
		FACT:PROGRAM EXP	95.16
		FACT:CAC EXP	53.55
		OTHER FOOD ITEMS	102.16
		OFFICE SUPPLIES/EXP	11.19
		OTHER REC/CULT SUPP	37.29
			399.08 *
661737	PETTY CASH - MUN SRVC CTR	JANITORIAL SUPPLIES	129.21
		ENG/DRAFTING INST	43.97
		GEN PURPOSE TOOLS	75.88
		SAFETY EQ/SUPPLIES	135.68
		OTHER MINOR TOOLS/EQ	105.23
		OTHER CONST SUPPLIES	100.00
		CELL PHONE/BEEPER	20.00
			609.97 *
661738	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	WAGE ATTACHMENT	250.00 *
661739	INTERNAL REVENUE SERVICE	WAGE ATTACHMENT	51.50 *
661740	A&A WIPING CLOTH, INC	WHSE INVENTORY	924.50 *
661741	ALAN'S LAWN AND GARDEN CENTER INC.	MOTOR VEH PARTS	679.95 *
661742	ALL AMERICAN ASPHALT	STORM DRAIN CONST	168,372.31 *
661743	AQUA-METRIC SALES, CO.	WHSE INVENTORY	3,793.94 *
661744	*BANUELOS, ALEJANDRO	DEP CARE REIMB	192.30 *
661745	BARR AND CLARK, INC.	OTHER PROF SERV	195.00 *

PAGE TOTAL FOR "*" LINES = 175,658.65

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661746	BAY ALARM COMPANY	MAINT OF REAL PROP	105.37 *
661747	BIG RON'S AUTO BODY & PAINT, INC.	REPAIRS-FURN/MACH/EQ MOTOR VEH PARTS	9,776.48 154.56 9,931.04 *
661748	BLAIS & ASSOCIATES, INC.	OTHER PROF SERV	527.65 *
661749	BROWNELLS, INC.	OTHER MINOR TOOLS/EQ	260.01 *
661750	CJ CONCRETE CONSTRUCTION, INC.	MAINT OF REAL PROP PROJECT REAPPROP	44,519.64 41,459.00 85,978.64 *
661751	C.L.E.A. CALIF LAW ENFORCEMENT ASSOC	DISABILITY INSURANCE	3,340.75 *
661752	CSG CONSULTANTS, INC.	MISC DEP REFUND	650.00 *
661753	C.WELLS PIPELINE MATERIALS INC.	WHSE INVENTORY	3,407.69 *
661754	CALIF FORENSIC PHLEBOTOMY INC	MEDICAL SERVICES	1,605.00 *
661755	CAMERON WELDING SUPPLY	MOTOR VEH PARTS GEN PURPOSE TOOLS	164.34 880.48 1,044.82 *
661756	CENTRAL HOSPITALITY	WHSE INVENTORY SAFETY EQ/SUPPLIES	3,717.37 1,858.69 5,576.06 *
661757	COASTLINE EQUIPMENT	MOTOR VEH PARTS	1,276.62 *
661758	CONTINENTAL CONCRETE CUTTING	OTHER MAINT ITEMS	4,489.00 *
661759	DIGITAL SCEPTER CORPORATION	MAINT-SERV CONTRACTS	1,512.00 *
661760	EWING IRRIGATION PRODUCTS, INC.	PIPES/APPURTENANCES	434.38 *
661761	EXCLUSIVE AUTO DETAIL	MOTOR VEHICLE MAINT	576.00 *
661762	THE FILE DEPOT BEACH CITIES	OTHER BLD/EQ/ST SERV	4,379.85 *
661763	*FRANCISCO, KATHERINE	MED TRUST REIMB	480.84 *

PAGE TOTAL FOR "*" LINES = 125,575.72

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661764	FRYE SIGN CO	MOTOR VEH PARTS	868.00 *
661765	GG CHAMBER OF COMMERCE	OTHER PROF SERV	2,500.00 *
661766	*GILDEA, PATRICK	DEP CARE REIMB TUITION REIMB	1,538.40 1,600.00 3,138.40 *
661767	GREEN'S DISCOUNT GLASS & SCREENS	MAINT-SERV CONTRACTS	610.00 *
661768	GREEN HALO SYSTEMS	SOFTWARE	273.00 *
661769	HAAKER EQUIPMENT COMPANY	FURN/MACH/EQ ADDS	17,165.00 *
661770	HACH COMPANY INC	LABORATORY CHEMICALS	1,656.40 *
661771	HARBOR POINTE AIR CONDITIONING & CONTROL SYSTEMS, INC.	MAINT-SERV CONTRACTS	978.13 *
661772	HILL'S BROS LOCK & SAFE INC	OTHER PROF SERV OTHER MAINT ITEMS	137.75 19.14 156.89 *
661773	*HINGCO, ERNIE	OFFICE SUPPLIES/EXP	75.41 *
661774	THE HOME DEPOT PRO	JANITORIAL SUPPLIES	95.04 *
661775	INSITUFORM TECHNOLOGIES, LLC	RETENTION PAYABLE WTR/SWR CONST CONTR	-15,375.00 307,500.00 292,125.00 *
661776	INTERVAL HOUSE	OTHER PROF SERV PROJECT REAPPROP	3,786.69 15,893.92 19,680.61 *
661777	JOHNSTONE SUPPLY	OTHER MAINT ITEMS	1,095.49 *
661778	JUNIPER SYSTEMS INC	WHSE INVENTORY	11,110.54 *
661779	LAWSON PRODUCTS, INC.	MOTOR VEH PARTS	689.56 *
661780	*LEE, GRACE	DEP CARE REIMB	192.30 *
661781	LEE & RO, INC	ENGINEERING SERVICES	35,324.00 *

PAGE TOTAL FOR "*" LINES = 387,733.77

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661782	LIFECOM, INC.	SAFETY EQ/SUPPLIES	130.00 *
661783	MAGNUM OIL SPREADING INC	ASPHALT PRODUCTS	1,487.70 *
661784	MCMaster-CARR SUPPLY CO	MOTOR VEH PARTS	37.66 *
661785	MERCHANTS BLDG MAINT LLC	MAINT OF REAL PROP	23,104.00 *
661786	NAPA AUTO PARTS	MOTOR VEH PARTS	1,617.63 *
661787	NATIONAL CONSTRUCTION RENTALS	OTHER RENTALS	20.80 *
661788	NEWMAN POOL SERVICE, INC	OTHER PROF SERV	95.00 *
661789	*NGUYEN, DUC TRUNG	SAFETY EQ/SUPPLIES	99.29 *
661790	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	MAINT-SERV CONTRACTS HAZMAT REMOVAL	989.56 1,166.49 2,156.05 *
661791	ORANGE COUNTY CONSERVATION CORP	OTHER PROF SERV	9,960.00 *
661792	ORANGE COUNTY WELDING, INC.	OTHER MAINT ITEMS	1,116.27 *
661793	PETDATA	OTHER PROF SERV	3,252.50 *
661794	PACIFIC PLUMBING SPECIALTIES	PIPES/APPURTENANCES	168.97 *
661795	*PASILLAS, CEL	PERMITS/OTHER FEES	140.00 *
661796	PAULUS ENGINEERING, INC.	RETENTION PAYABLE WTR/SWR CONST CONTR	-13,809.62 218,171.84 204,362.22 *
661797	PLUMBERS DEPOT INC.	REPAIRS-FURN/MACH/EQ	2,571.85 *
661798	POWERTRON BATTERY CO	ELECTRICAL SUPPLIES	461.93 *
661799	PRIM&MULTI-SPEC CLN OF ANAHEIM DBA GATEWAY URGENT CARE CTR	MEDICAL SERVICES	1,445.00 *
661800	PYRO-COMM SYSTEMS, INC.	MAINT-SERV CONTRACTS	526.00 *
661801	QUINN POWER SYSTEMS ASSOCIATES	MOTOR VEH PARTS	774.15 *

PAGE TOTAL FOR "*" LINES = 253,527.02

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661802	RAW BABY, INC.	OTHER PROF SERV	792.00 *
661803	*REYNOLDS, JOHN	MED TRUST REIMB	1,705.77 *
661804	ROSEBURROUGH TOOL, INC.	GEN PURPOSE TOOLS	154.08 *
661805	SAFETY 1st PEST CONTROL, INC	MAINT-SERV CONTRACTS	725.00 *
661806	PVP COMMUNICATIONS	UNIFORMS	538.74 *
661807	SEHI COMPUTER PRODUCTS	MINOR FURN/EQUIP	1,790.00 *
661808	SHIELDS, HARPER, & CO	MOTOR VEH PARTS	382.51 *
661809	SHRED CONFIDENTIAL, INC.	OTHER PROF SERV	63.00 *
661810	SITONE LANDSCAPE SUPPLY HLDING	WHSE INVENTORY	1,977.67 *
661811	SOUTH COAST AQMD	PERMITS/OTHER FEES	136.40 *
661812	STRADLING, YOCCA, CARLSON & RAUTH	LEGAL FEES	2,754.00 *
661813	T&B PLANNING, INC.	DEPOSIT REFUND	4,221.19 *
661814	THE RACK DEPOT INC	WHSE INVENTORY	231.64 *
661815	TRUCK & AUTO SUPPLY INC. TrucParCo	MOTOR VEH PARTS	59.87 *
661816	HD SUPPLY FACILITIES MAINTENANCE LTD-USA BLUEBOOK	GEN PURPOSE TOOLS	103.88 *
661817	UNIFIRST CORP	LAUNDRY SERVICES	851.97 *
661818	UNITED PARCEL SERVICE	DELIVERY SERVICES	203.81 *
661819	UNITED RENTALS NORTHWEST, INC	AGGREGATES/MASONRY	1,166.36 *
661820	VULCAN MATERIALS COMPANY WESTERN DIVISION	ASPHALT PRODUCTS	34,098.26 *
661821	GRAINGER	WHSE INVENTORY	793.96
		LABORATORY CHEMICALS	65.61
		MOTOR VEH PARTS	43.76
		GEN PURPOSE TOOLS	128.59
		SAFETY EQ/SUPPLIES	134.49

PAGE TOTAL FOR "*" LINES = 51,956.15

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661822	WATERLINE TECHNOLOGIES, INC.	82200 LABORATORY CHEMICALS	1,166.41 *
661823	WAXIE SANITARY SUPPLY	WHSE INVENTORY	1,946.54 *
661824	WELLS TAPPING SERVICE, INC.	OTHER MAINT ITEMS	425.00 *
661825	FERGUSON ENTERPRISES, INC #1350	WHSE INVENTORY	4,616.44 *
661826	WEST YOST ASSOCIATES	OTHER PROF SERV	73,498.18 *
661827	WESTERN EXTERMINATOR	MAINT-SERV CONTRACTS	681.50 *
661828	WESTERN ILLUMINATED PLASTICS INC	ELECTRICAL SUPPLIES	252.33 *
661829	CITY OF WESTMINSTER	PISTOL RANGE RENTAL	900.00 *
661830	*WHITNEY, CARL	MED TRUST REIMB DEP CARE REIMB	123.15 46.15 169.30 *
661831	WILLIAMS & MAHER INC	OTHER MAINT ITEMS	375.04 *
661832	WOODRUFF, SPRADLIN & SMART A PROFESSIONAL CORP	LEGAL FEES	3,153.60 *
661833	WOOD ENVIRONMENT & INFRASTRUCTURE SOLUTIONS, INC.	OTHER PROF SERV	6,079.50 *
661834	GEORGE YARDLEY COMPANY	PIPES/APPURTENANCES	691.83 *
661835	YORBA LINDA FEED STORE, INC.	CANINE EXPENSES	0.00 *
661836	ZEP SALES & SERVICE	WHSE INVENTORY	809.10 *
661837	GROUP DELTA CONSULTANTS, INC	ENGINEERING SERVICES	1,110.00 *
661838	A.M. BEST COMPANY INC.	BOOKS/SUBS/CASSETTES	399.50 *
661839	*VALDIVIA, CLAUDIA	MED TRUST REIMB DEP CARE REIMB	15.00 138.46 153.46 *

PAGE TOTAL FOR "*" LINES = 97,118.93

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661840	MIKE RAAHAUGES SHOOTING ENTERPRISES	PISTOL RANGE RENTAL	132.00 *
661841	ALVAREZ, ALEJANDRO	DEPOSIT REFUNDS	500.00
		ROOM FEE REFUND	1,154.00
			1,654.00 *
661842	STANTON UNIVERSITY	DEPOSIT REFUNDS	500.00
		ROOM FEE REFUND	599.00
			1,099.00 *
661843	AGUINAGA GREEN	OTHER AGR SUPPLIES	1,680.18 *
661844	FACTORY MOTOR PARTS CO BIN 139107	MOTOR VEH PARTS	2,664.63 *
661845	CHARLES P. CROWLEY CO. INC.	LABORATORY CHEMICALS	13,015.10 *
661846	WESTERN WATER WORKS	WHSE INVENTORY	1,768.06 *
661847	CHEMEX INDUSTRIES	JANITORIAL SUPPLIES	887.74 *
661848	TRAPEZE SOFTWARE GROUP, INC ASSETWORKS LLC	MOTOR VEH PARTS	1,805.99 *
661849	TRAFFIC MANAGEMENT PRODUCTS INC.	REPAIRS-FURN/MACH/EQ	1,664.42 *
661850	BEE REMOVERS	MAINT-SERV CONTRACTS	333.00 *
661851	GGUSD	DEPOSIT REFUNDS	250.00
		ROOM FEE REFUND	119.00
			369.00 *
661852	O'REILLY AUTO PARTS	MOTOR VEH PARTS	530.83 *
661853	NATURE'S GROWERS NURSERY	SEEDS/PLANTS	132.75 *
661854	CAMEIL, USA INC.	OTHER MAINT ITEMS	583.50 *
661855	*BAEK, SHARON S	MED TRUST REIMB	263.90 *
661856	GMS AUTOGLASS	MOTOR VEH PARTS	75.00 *
661857	JM NURSERY	TREES	163.12 *
661858	A-THRONE CO., INC.	OTHER RENTALS	394.63 *

PAGE TOTAL FOR "*" LINES = 29,216.85

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661859	AMERINATIONAL COMMUNITY SERVICES, INC.	OTHER PROF SERV	326.70 *
661860	THE ORANGE COUNTY HUMANE SOCIETY	OTHER PROF SERV	48,333.32 *
661861	DEPARTMENT OF JUSTICE ACCOUNTING/CASHERING DEPT	LIFESCAN FEE-DOJ	64.00 *
661862	SCHAFER CONSULTING, INC.	OTHER PROF SERV	24,487.50 *
661863	SUPPORT PRODUCT SERVICES INC.	MAINT-SERV CONTRACTS	2,313.22 *
661864	FAIR HOUSING FOUNDATION	OTHER PROF SERV	2,698.39 *
661865	FASTENAL INDUSTRIAL CONSTRUCTION SUPPLY	WHSE INVENTORY	549.53 *
661866	STANDARD INSURANCE COMPANY 00 643061 0001	DISABILITY INSURANCE	21,243.01 *
661867	YO-FIRE SUPPLIES	OTHER MAINT ITEMS	482.04 *
661868	RAFAEL AND/OR GEORGINA GONZALEZ	DEPOSIT REFUNDS RECREATION REFUND	1,000.00 -50.00 950.00 *
661869	SONIA CORONA	DEPOSIT REFUNDS ROOM FEE REFUND	1,000.00 1,154.00 2,154.00 *
661870	ELSA NADIA CERDA	DEPOSIT REFUNDS ROOM FEE REFUND	1,000.00 1,227.00 2,227.00 *
661871	PADDY KAKIHARA	DEPOSIT REFUNDS ROOM FEE REFUND RECREATION REFUND	500.00 2,152.00 715.00 3,367.00 *
661872	IRMA A. NAIR	DEPOSIT REFUNDS	500.00 *
661873	TERESA G CASEY	DEPOSIT REFUNDS	500.00 *
661874	KAREN BURRIS	LICENSING REVENUE	27.00 *
661875	MIGUEL CASTRO	CITATION DIST	47.00 *

PAGE TOTAL FOR "*" LINES = 110,269.71

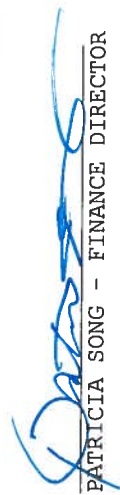
WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 04/29/20

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661876	JOYCE WILLIAMS	DEPOSIT REFUNDS	125.00 *
661877	SEAVCO IVR SEAVER MOTORCYCLES	MOTOR VEH PARTS	36.85 *
661878	CALVARY CHAPEL LIVING WATER LITTLE SAIGON	ROOM FEE REFUND	1,314.00 *
661879	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	MOTOR VEHICLE REPL	39,543.73 *
661880	MIWALL CORPORATION	GUNS/AMMUNITION	1,582.50 *
661881	SOUTHERN COMPUTER WAREHOUSE	OFFICE SUPPLIES/EXP	274.75 *
661882	FUN EXPRESS	ADMN/ENTRANCE FEE	66.00 *
661883	CLA-VAL	MAINT-SERV CONTRACTS	24,904.31 *
661884	GLOBAL ENVIRONMENTAL NETWORK INC.	PERMITS/OTHER FEES	74.36
		OTHER PROF SERV	950.00
		SAFETY EQ/SUPPLIES	1,835.00
			2,859.36 *
661885	ONESOURCE DISTRIBUTORS, LLC	WHSE INVENTORY	984.37 *
661886	TRIMBLE, EMILY	MED TRUST REIMB	586.39 *
661887	GOLDENWEST LAWNMOWERS & SCOOTERS	MOTOR VEH PARTS	38.06 *
661888	COMMUNITY SENIOR SERV, INC DBA MEALS ON WHEELS OC	OTHER PROF SERV	5,000.00 *
661889	SOUTHERN CALIFORNIA NEWS GROUP	ADVERTISING	2,307.78 *
W2845	ORANGE COUNTY FIRE AUTHORITY	OTHER PROF SERV	1,931,500.00 *
W2846	U.S. BANK	FA-UBOC DEBT SVC	334,303.51 *
W2847	DELTA CARE USA	SELF-INS ADMN	6,924.55 *

PAGE TOTAL FOR "*" LINES = 2,352,351.16

FINAL TOTAL 3,583,407.96 *

DEMANDS #661735 - 661889 AND WIRES W2845 - W2847 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL APRIL 29, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661890	ADAMS, WILLIAM	RENT SUBSIDY	1,109.00 *
661891	ALISO VIEJO 621, LP	RENT SUBSIDY	2,245.00 *
661892	ANAHEIM REVITALIZATION II PART	RENT SUBSIDY	1,815.00 *
661893	ANAHEIM REVITALIZATION IV PARTNERS, LP	RENT SUBSIDY	1,688.00 *
661894	ANAHEIM REVITALIZATION PARTNERS III L.P	RENT SUBSIDY	317.00 *
661895	BAHIA VILLAGE MOBILEHOME PARK	RENT SUBSIDY	814.00 *
661896	BUI JR, RICHARD	RENT SUBSIDY	3,285.00 *
661897	BUI JR, RICHARD	RENT SUBSIDY	650.00 *
661898	BUI, JIMMY QUOC	RENT SUBSIDY	4,278.00 *
661899	BUI, LAN HUYNH NGOC	RENT SUBSIDY	1,250.00 *
661900	BUI, PHAT	RENT SUBSIDY	2,403.00 *
661901	BUI, SON MINH	RENT SUBSIDY	1,282.00 *
661902	BUI, TAN H.	RENT SUBSIDY	1,136.00 *
661903	BUI, TINH TIEN	RENT SUBSIDY	640.00 *
661904	CALKINS, RONALD	RENT SUBSIDY	1,345.00 *
661905	CHANTECLAIR APTS	RENT SUBSIDY	1,062.00 *
661906	CHEN, DAVID	RENT SUBSIDY	785.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661907	CHOI, JOON	RENT SUBSIDY	5,009.00 *
661908	CHRISTMAN, ROBERT	RENT SUBSIDY	1,822.00 *
661909	CHU, MEI-LING	RENT SUBSIDY	1,104.00 *
661910	CLARY, KIM	RENT SUBSIDY	1,579.00 *
661911	CMIF III CORONADO PALMS LLC	RENT SUBSIDY	1,279.00 *
661912	CONCEPCION, RODRIGO	RENT SUBSIDY	929.00 *
661913	CRESTWOOD ON 7, LLC	RENT SUBSIDY	3,123.00 *
661914	CROCKETT, JACK	RENT SUBSIDY	4,361.00 *
661915	CUNG, KHA T	RENT SUBSIDY	1,405.00 *
661916	DAISY VI ASSOCIATES LTD	RENT SUBSIDY	5,380.00 *
661917	DANG, STACY HOA TUOI	RENT SUBSIDY	1,748.00 *
661918	DINH, KIM-ANH T	RENT SUBSIDY	2,822.00 *
661919	DO, PHUONG V. & NGUYEN, NHI C.	RENT SUBSIDY	1,986.00 *
661920	DO, THO	RENT SUBSIDY	2,421.00 *
661921	DO, THUAN	RENT SUBSIDY	1,574.00 *
661922	DO, TIM	RENT SUBSIDY	927.00 *
661923	DOAN, DINH T	RENT SUBSIDY	1,347.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661924	DONNER, HELMUT	RENT SUBSIDY	2,349.00 *
661925	DUONG, LAN	RENT SUBSIDY	1,299.00 *
661926	DUONG, CHI THI	RENT SUBSIDY	1,873.00 *
661927	EL CAMINO LU, LLC	RENT SUBSIDY	644.00 *
661928	ELDEN EAST APARTMENTS	RENT SUBSIDY	1,189.00 *
661929	EMERALD GARDENS APT	RENT SUBSIDY	1,557.00 *
661930	EUCLID PARK APTS	RENT SUBSIDY	1,316.00 *
661931	FENWAY PROPERTIES	RENT SUBSIDY	1,392.00 *
661932	FULLWOOD, DALE A	RENT SUBSIDY	1,234.00 *
661933	GAMA APART LLC	RENT SUBSIDY	1,469.00 *
661934	GIA VU, INC	RENT SUBSIDY	829.00 *
661936	GROVE PARK LLC	RENT SUBSIDY	3,498.00 *
661937	HA, MANH MINH	RENT SUBSIDY	1,003.00 *
661938	HANSEN, RICHARD D	RENT SUBSIDY	1,183.00 *
661939	HARA, KULJIT	RENT SUBSIDY	972.00 *
661940	HARA, STEVE	RENT SUBSIDY	6,984.00 *
661941	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	RENT SUBSIDY	725.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661942	HO, THOMAS P	RENT SUBSIDY	1,900.00 *
661943	HOANG, LIEN	RENT SUBSIDY	1,159.00 *
661944	HOFFMAN, NICK	RENT SUBSIDY	2,017.00 *
661945	HUANG, CHONG WEI	RENT SUBSIDY	1,754.00 *
661946	HUYNH, DOANH	RENT SUBSIDY	1,497.00 *
661947	HUYNH, NATALIE N	RENT SUBSIDY	2,759.00 *
661948	HUYNH, NGHIA TRUNG	RENT SUBSIDY	2,412.00 *
661949	HUYNH, TRANG	RENT SUBSIDY	3,310.00 *
661950	JEANNE JURADO TRUSTEE	RENT SUBSIDY	1,124.00 *
661951	JOHNSON, LINDA	RENT SUBSIDY	2,220.00 *
661952	JOMARC PROPERTIES LTD		9,611.00 *
661953	JOSEPH & KIM CORP.	RENT SUBSIDY	1,127.00 *
661954	KDF HERMOSA LP	RENT SUBSIDY	4,393.00 *
661955	KDF MALABAR LP	RENT SUBSIDY	34,405.00 *
661956	KDF SEA WIND LP	RENT SUBSIDY	971.00 *
661957	KLEIN, MARTIN	RENT SUBSIDY	846.00 *
661958	KOLSY, M I	RENT SUBSIDY	968.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661959	KUNZMAN, WILLIAM	RENT SUBSIDY	1,275.00 *
661960	KWON, THOMAS	RENT SUBSIDY	2,441.00 *
661961	LE FAMILY TRUST	RENT SUBSIDY	4,058.00 *
661962	LE, DON	RENT SUBSIDY	777.00 *
661963	LE, DONALD	RENT SUBSIDY	1,169.00 *
661964	LE, HUY	RENT SUBSIDY	2,377.00 *
661965	LE, NGHIA V	RENT SUBSIDY	2,200.00 *
661966	LE, TRACEY	RENT SUBSIDY	1,090.00 *
661967	LE, VIET Q.	RENT SUBSIDY	970.00 *
661968	LE, YENHI	RENT SUBSIDY	1,750.00 *
661969	LE, BAO GIA	RENT SUBSIDY	2,491.00 *
661970	LE-MUNZER, HOABINH	RENT SUBSIDY	1,307.00 *
661971	LEONG, DOUG	RENT SUBSIDY	1,242.00 *
661972	LIAO, ALICE	RENT SUBSIDY	2,338.00 *
661973	LL PROPERTY LANDLORD, LLC	RENT SUBSIDY	1,240.00 *
661974	LUONG, BUI	RENT SUBSIDY	1,227.00 *
661975	MACDONALD, WILLIAM T	RENT SUBSIDY	2,230.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661976	MAGIC LAMP MOBILE HOME PARK	RENT SUBSIDY	1,199.00 *
661977	MAH, LARRY	RENT SUBSIDY	1,029.00 *
661978	MAI-NGUYEN, HANH T	RENT SUBSIDY	1,345.00 *
661979	MAMMEN, TERRY	RENT SUBSIDY	3,734.00 *
661980	MANNIL, SUPUNNEE	RENT SUBSIDY	2,212.00 *
661981	MANTONG, LLOYD	RENT SUBSIDY	355.00 *
661982	MAO, ZHIYAN	RENT SUBSIDY	2,320.00 *
661983	MATTAR REAL ESTATE INVESTMENT	RENT SUBSIDY	1,796.00 *
661984	MIDWAY INTEREST LP	RENT SUBSIDY	2,269.00 *
661985	MITTAL LEGACY LP	RENT SUBSIDY	2,938.00 *
661986	MIYAMOTO, JEAN	RENT SUBSIDY	369.00 *
661987	MONARK, LP	RENT SUBSIDY	4,820.00 *
661988	NGO, ANDREW	RENT SUBSIDY	1,970.00 *
661989	NGO, KIM	RENT SUBSIDY	783.00 *
661990	NGO, MARY	RENT SUBSIDY	5,389.00 *
661991	NGO, HOA KIM	RENT SUBSIDY	1,442.00 *
661992	NGUYEN'S FAMILY INVESTMENTS, LP	RENT SUBSIDY	4,797.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
661993	NGUYEN, BACH THI	RENT SUBSIDY	1,086.00 *
661994	NGUYEN, BICHLE T	RENT SUBSIDY	4,468.00 *
661995	NGUYEN, BOYCE JR	RENT SUBSIDY	1,312.00 *
661996	NGUYEN, CHRISTINA M	RENT SUBSIDY	2,769.00 *
661997	NGUYEN, D DUY MD	RENT SUBSIDY	922.00 *
661998	NGUYEN, FRANK M	RENT SUBSIDY	1,504.00 *
661999	NGUYEN, HOC VAN	RENT SUBSIDY	1,810.00 *
662000	NGUYEN, LE THUY	RENT SUBSIDY	1,556.00 *
662001	NGUYEN, LINDA MAI	RENT SUBSIDY	2,172.00 *
662002	NGUYEN, LOAN THANH	RENT SUBSIDY	1,027.00 *
662003	NGUYEN, MAI	RENT SUBSIDY	1,988.00 *
662004	NGUYEN, NICOLE U	RENT SUBSIDY	1,425.00 *
662005	NGUYEN, QUOC KIM	RENT SUBSIDY	1,900.00 *
662006	NGUYEN, STEVEN	RENT SUBSIDY	1,036.00 *
662007	NGUYEN, THANH VAN	RENT SUBSIDY	2,340.00 *
662008	NGUYEN, THUY T.	RENT SUBSIDY	1,152.00 *
662009	NGUYEN, VINH K	RENT SUBSIDY	1,168.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
662010	NGUYEN, VY & NGUYEN, THI	RENT SUBSIDY	1,469.00 *
662011	NGUYEN, NICOLE UYEN	RENT SUBSIDY	1,582.00 *
662012	NGUYEN, SHERRY LIEU	RENT SUBSIDY	2,004.00 *
662013	NGUYEN, TON SANH	RENT SUBSIDY	1,125.00 *
662014	NGUYEN, TRACY	RENT SUBSIDY	1,366.00 *
662015	NGUYEN-TU, THUY-TIEN	RENT SUBSIDY	2,129.00 *
662016	NORTHWOOD PLACE	RENT SUBSIDY	3,554.00 *
662017	PALMA VISTA APTS, LLC	RENT SUBSIDY	1,271.00 *
662018	PARK VISTA APTS	RENT SUBSIDY	1,026.00 *
662019	PARK, CHONG PIL	RENT SUBSIDY	1,099.00 *
662020	PATTUMMADITH, SUWAPANG	RENT SUBSIDY	1,338.00 *
662021	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	RENT SUBSIDY	3,154.00 *
662022	PHAM, ANH THI	RENT SUBSIDY	1,489.00 *
662023	PHAM, DAVID VU	RENT SUBSIDY	1,529.00 *
662024	PHAM, QUYEN	RENT SUBSIDY	1,007.00 *
662025	PHAM, THANH	RENT SUBSIDY	984.00 *
662026	PHAM, TUNG	RENT SUBSIDY	978.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
662027	PHAM, VANTHI	RENT SUBSIDY	1,445.00 *
662028	PHAM, LOAN ANH THI	RENT SUBSIDY	1,243.00 *
662029	PHAN, HUNG	RENT SUBSIDY	2,602.00 *
662030	PHAN, STEVEN	RENT SUBSIDY	1,694.00 *
662031	PHAN, VAN KHANH	RENT SUBSIDY	1,481.00 *
662032	PINEMEADOWS APARTMENTS ATTN: LEASING OFFICE	RENT SUBSIDY	1,439.00 *
662033	PLAZA WOODS, LLC	RENT SUBSIDY	4,915.00 *
662034	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	RENT SUBSIDY	1,337.00 *
662035	RANCHO ALISAL	RENT SUBSIDY	1,655.00 *
662036	RAYMOND AND LYNN RUAIS	RENT SUBSIDY	743.00 *
662037	S.E. AMSTER	RENT SUBSIDY	1,132.00 *
662038	SCHWERMANN, CELESTE	RENT SUBSIDY	1,373.00 *
662039	SILLO NORTHEAST, LLC	RENT SUBSIDY	2,923.00 *
662040	STONECREST POINT APTS	RENT SUBSIDY	1,611.00 *
662043	TA, CATHY	RENT SUBSIDY	1,849.00 *
662044	TERESINA APARTMENTS	RENT SUBSIDY	1,184.00 *
662045	THE KNOLLS	RENT SUBSIDY	453.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
662046	THE OVERLOOK	RENT SUBSIDY	1,683.00 *
662047	THOMSON EQUITIES	RENT SUBSIDY	1,159.00 *
662048	THOMSON EQUITIES	RENT SUBSIDY	2,016.00 *
662049	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	1,906.00 *
662050	TIC INVESTMENT COMPANY LLC NORTHWOOD PLACE APARTMENTS	RENT SUBSIDY	2,878.00 *
662051	TON, VINH THAT	RENT SUBSIDY	2,074.00 *
662052	TRAN, EDWARD T	RENT SUBSIDY	1,300.00 *
662053	TRAN, ERIC	RENT SUBSIDY	855.00 *
662054	TRAN, LONG QUOC	RENT SUBSIDY	1,519.00 *
662055	TRAN, THERESA T	RENT SUBSIDY	1,916.00 *
662056	TRAN-NGUYEN, LIEN KIM	RENT SUBSIDY	986.00 *
662057	TRG FULLERTON AFFORDABLE LP / VENTANA APARTMENTS	RENT SUBSIDY	589.00 *
662058	TRINH, TRANG N	RENT SUBSIDY	1,166.00 *
662059	TRUONG, THUAN BICH	RENT SUBSIDY	1,268.00 *
662060	TRUONG, THUAN BICH	RENT SUBSIDY	3,593.00 *
662061	TRUONG, SON BICH	RENT SUBSIDY	1,395.00 *
662064	TURI, ANGELO S	RENT SUBSIDY	2,519.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
662065	VELASTEGUI, MARCO	RENT SUBSIDY	1,301.00 *
662066	VILLA CAPRI ESTATES	RENT SUBSIDY	1,859.00 *
662067	VINH, THUA	RENT SUBSIDY	799.00 *
662068	VISTA DEL SOL APARTMENTS	RENT SUBSIDY	1,312.00 *
662069	VISTA DEL SOL APTS	RENT SUBSIDY	1,086.00 *
662070	VO, KIMCHI	RENT SUBSIDY	1,661.00 *
662071	VO, NAM T	RENT SUBSIDY	657.00 *
662072	VO, THIEN T.	RENT SUBSIDY	1,525.00 *
662073	VO, TIN TRUNG	RENT SUBSIDY	1,100.00 *
662074	VPM BRIDGES APTS	RENT SUBSIDY	1,410.00 *
662075	VPM MANAGEMENT	RENT SUBSIDY	1,122.00 *
662076	VPM SHER LANE LP	RENT SUBSIDY	1,103.00 *
662077	VU, DANNY	RENT SUBSIDY	1,723.00 *
662078	WEST, NEIL E	RENT SUBSIDY	1,291.00 *
662079	WINDSOR-DAWSON LP	RENT SUBSIDY	5,233.00 *
662080	WINDWOOD KNOLL APARTMENTS	RENT SUBSIDY	2,904.00 *
662081	WOODBIDGE WILLOWS	RENT SUBSIDY	1,565.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
662082	WOODBURY SQUARE	RENT SUBSIDY	1,520.00 *
662083	WOODSTONE VILLAGE NNC WOODSTONE VILLAGE, LLC	RENT SUBSIDY	1,860.00 *
662084	YIANG, VINCE	RENT SUBSIDY	1,228.00 *
W661889	15915 LA FORGE ST WHITTIER LLC	RENT SUBSIDY	1,795.00 *
W661889	19822 BROOKHURST, LLC	RENT SUBSIDY	2,563.00 *
W661889	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	RENT SUBSIDY	1,167.00 *
W661889	ABCO CROWN VILLA,LTD	RENT SUBSIDY	1,825.00 *
W661889	ACACIAN APTS	RENT SUBSIDY	34,546.00 *
W661889	ACT EQUITIES, LLC	RENT SUBSIDY	1,437.00 *
W661889	13251 NEWLAND LLC	RENT SUBSIDY	11,398.00 *
W661889	ACACIA VILLAGE	RENT SUBSIDY	22,960.00 *
W661889	8080 BEVER PLACE-NEGBA LLC	RENT SUBSIDY	1,386.00 *
W661889	12911 GALWAY ST, LLC	RENT SUBSIDY	4,175.00 *
W661889	7632 21ST ST LP	RENT SUBSIDY	4,330.00 *
W661889	2300 W EL SEGUNDO, LP	RENT SUBSIDY	9,293.00 *
W661889	8572 STANFORD, LLC	RENT SUBSIDY	1,094.00 *
W661889	606 SOUTH 6TH ST ASSOCIATES LP DBA FRANCISCAN GARDEN APTS	RENT SUBSIDY	7,837.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661890	ALFRED P VU & JULIE NGH HO, LLC	RENT SUBSIDY	3,768.00 *
W661890	ALIBULLA, REHANA	RENT SUBSIDY	1,717.00 *
W661890	AEGEAN APARTMENTS	RENT SUBSIDY	5,827.00 *
W661890	ADRIATIC APTS	RENT SUBSIDY	942.00 *
W661890	ADVANTAGE PROPERTY MANAGEMENT	RENT SUBSIDY	713.00 *
W661890	ALAI, PARVIZ	RENT SUBSIDY	5,786.00 *
W661891	ALLARD APARTMENT, LLC	RENT SUBSIDY	5,302.00 *
W661891	ALLEN, LYNN KATHLEEN	RENT SUBSIDY	1,476.00 *
W661891	ALTEZA, INC	RENT SUBSIDY	2,047.00 *
W661891	AMERICAN FAMILY HOUSING	RENT SUBSIDY	1,468.00 *
W661891	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	RENT SUBSIDY	1,789.00 *
W661894	ANAHEIM SUNSET PLAZA APTS	RENT SUBSIDY	7,060.00 *
W661894	AOU, CHUNG NAN	RENT SUBSIDY	1,240.00 *
W661894	ARBOR VILLAS, LLC	RENT SUBSIDY	1,476.00 *
W661894	ARJON, TIMOTEO	RENT SUBSIDY	1,278.00 *
W661894	ATTIA, EIDA A	RENT SUBSIDY	1,658.00 *
W661894	AUDUONG, PAUL	RENT SUBSIDY	1,559.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661894	AUGUSTA GROUP INVESTMENTS INC	RENT SUBSIDY	1,423.00 *
W661894	AYERS, MARILISA BRADFORD	RENT SUBSIDY	1,013.00 *
W661894	BACH & JASON NGUYEN INVESTMENT LLC	RENT SUBSIDY	1,395.00 *
W661894	AYNEM INVESTMENTS, LP	RENT SUBSIDY	14,841.00 *
W661894	ARTESIA BOULEVARD 44, LLC	RENT SUBSIDY	1,629.00 *
W661895	BANH, HA	RENT SUBSIDY	1,411.00 *
W661895	BARRY SAYWITZ PROP TWO, LP	RENT SUBSIDY	5,931.00 *
W661895	BEHRENS PROPERTIES, LLC	RENT SUBSIDY	940.00 *
W661895	BELAGE PRESERVATION, LP	RENT SUBSIDY	1,436.00 *
W661895	BERTRAN, JAIME OR MAGALI	RENT SUBSIDY	1,294.00 *
W661895	BHALANI, ANIL	RENT SUBSIDY	1,121.00 *
W661895	BHATT, N C	RENT SUBSIDY	4,256.00 *
W661895	BOUTROS, ADEL A	RENT SUBSIDY	1,161.00 *
W661895	BOWEN PROPERTY, LLC	RENT SUBSIDY	1,355.00 *
W661895	BOZARJIAN, MAI	RENT SUBSIDY	24,127.00 *
W661895	BRIAR CREST / ROSE CREST	RENT SUBSIDY	3,806.00 *
W661895	BROWN, SHARON OR NORMAN	RENT SUBSIDY	2,996.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661895	BUENA PARK SUNRISE APTS LP	RENT SUBSIDY	1,203.00 *
W661895	BERTINA PANG LOH CHANG	RENT SUBSIDY	1,175.00 *
W661895	BAKER RANCH AFFORDABLE LP	RENT SUBSIDY	1,845.00 *
W661895	BORTHWICK, KELLY	RENT SUBSIDY	1,249.00 *
W661895	BEACHWOOD VILLAGE APARTMENTS	RENT SUBSIDY	1,033.00 *
W661895	BMN INVESTMENTS, INC	RENT SUBSIDY	2,245.00 *
W661895	BAK, PHINAK	RENT SUBSIDY	1,165.00 *
W661895	BDA INVESTMENTS LLC	RENT SUBSIDY	1,016.00 *
W661895	BRIDGE WF CRYSTAL VIEW AGP LLC	RENT SUBSIDY	3,481.00 *
W661895	BEACH CREEK PARTNERS II, LP	RENT SUBSIDY	1,255.00 *
W661897	BUI, BACH	RENT SUBSIDY	1,055.00 *
W661897	BUI, DUNG	RENT SUBSIDY	1,694.00 *
W661897	BUI, DANIEL D.	RENT SUBSIDY	1,807.00 *
W661898	BUI, KIMBERLY	RENT SUBSIDY	2,471.00 *
W661898	BUI, LAI	RENT SUBSIDY	1,160.00 *
W661898	BUI, KIMLOAN THI	RENT SUBSIDY	1,298.00 *
W661899	BUI, MINH Q	RENT SUBSIDY	3,723.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661899	BUI, MONICA	RENT SUBSIDY	2,335.00 *
W661899	BUI, NGA HUYNH	RENT SUBSIDY	1,005.00 *
W661899	BUI, LONG	RENT SUBSIDY	1,156.00 *
W661901	BUI, SON VAN	RENT SUBSIDY	1,660.00 *
W661901	BUI, TAM	RENT SUBSIDY	963.00 *
W661902	BUI, THUAN	RENT SUBSIDY	2,336.00 *
W661902	BUI, THINH	RENT SUBSIDY	2,565.00 *
W661903	BUI, TRIET THO-MINH	RENT SUBSIDY	1,768.00 *
W661903	C.S.T. CAPITAL LLC	RENT SUBSIDY	1,580.00 *
W661903	CAI-NGUYEN, THU T	RENT SUBSIDY	745.00 *
W661903	BURLEY, DAVID M	RENT SUBSIDY	1,524.00 *
W661904	CAMBRIDGE HEIGHTS, LP	RENT SUBSIDY	1,593.00 *
W661904	CAO, MYTRANG	RENT SUBSIDY	1,361.00 *
W661904	CAO, PHUOC GIA	RENT SUBSIDY	984.00 *
W661904	CASCADE TERRACE APARTMENTS	RENT SUBSIDY	4,736.00 *
W661904	CHAN, KOU LEAN	RENT SUBSIDY	912.00 *
W661904	CHAN, TIFFANNIE L.	RENT SUBSIDY	1,045.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661904	CHAN, MIN OR TRAN, CHIEN	RENT SUBSIDY	2,441.00 *
W661904	CHANG, EVELYN	RENT SUBSIDY	2,784.00 *
W661904	CHANG, SHERRI	RENT SUBSIDY	1,774.00 *
W661904	CHANG, WARREN	RENT SUBSIDY	801.00 *
W661904	CASA MADRID	RENT SUBSIDY	4,533.00 *
W661904	CASCINO, DAVID G.	RENT SUBSIDY	2,292.00 *
W661904	CAO, HUONG B	RENT SUBSIDY	630.00 *
W661905	CHATHAM VILLAGE APTS	RENT SUBSIDY	6,287.00 *
W661905	CHAU, ALICE	RENT SUBSIDY	2,403.00 *
W661905	CHEN, DENNIS KYINSAN	RENT SUBSIDY	4,096.00 *
W661905	CHEN, SHIAO-YUNG	RENT SUBSIDY	5,991.00 *
W661905	CHEN, T C	RENT SUBSIDY	26,091.00 *
W661905	CHARLESTON GARDENS, LLC	RENT SUBSIDY	1,271.00 *
W661905	CHAU, KENNY	RENT SUBSIDY	1,640.00 *
W661906	CHERRY WEST PROPERTIES	RENT SUBSIDY	1,612.00 *
W661906	CHEUNG, STEPHEN	RENT SUBSIDY	1,589.00 *
W661906	CHEY, PAUL M	RENT SUBSIDY	1,059.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661906	CHIANG, LI-YONG	RENT SUBSIDY	1,602.00 *
W661906	CHHUM, NARITH	RENT SUBSIDY	1,691.00 *
W661907	CHONG, DON J G	RENT SUBSIDY	5,128.00 *
W661909	CHUN, JOHN	RENT SUBSIDY	1,059.00 *
W661909	CINCO TRAN, LLC	RENT SUBSIDY	1,450.00 *
W661909	CHUNG, KYU B	RENT SUBSIDY	4,795.00 *
W661909	CITRUS GROVE, LP	RENT SUBSIDY	544.00 *
W661910	CLIFTON, KATHLEEN P	RENT SUBSIDY	1,249.00 *
W661910	CM 2080 NEW LLC	RENT SUBSIDY	817.00 *
W661911	COLACION, KATHY D	RENT SUBSIDY	2,222.00 *
W661911	COMMUNITY GARDENS PARTNERS LP	RENT SUBSIDY	5,119.00 *
W661911	CONCEPCION, NORMA S	RENT SUBSIDY	1,288.00 *
W661911	CO, PONCH	RENT SUBSIDY	1,101.00 *
W661912	CONCORD MGMT LLC	RENT SUBSIDY	622.00 *
W661912	CONNOR PINES LLC	RENT SUBSIDY	12,022.00 *
W661912	CONTINENTAL GARDENS APTS	RENT SUBSIDY	14,001.00 *
W661912	COURTYARD VILLAS	RENT SUBSIDY	8,823.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661912	COY, CHRISTINE OR FREEMAN, CYNTHIA	RENT SUBSIDY	1,355.00 *
W661912	CORNER CAPITAL INVESTMENTS	RENT SUBSIDY	771.00 *
W661914	CRUZAT, KERILYN	RENT SUBSIDY	1,038.00 *
W661914	CTC INVESTMENT GROUP, INC	RENT SUBSIDY	484.00 *
W661915	CUNG, KHANH	RENT SUBSIDY	3,759.00 *
W661915	DAC,NGHIA HO OR PHAN VE TU	RENT SUBSIDY	2,894.00 *
W661915	CURTIS FAMILY TRUST	RENT SUBSIDY	1,505.00 *
W661915	DAI, HUONG NGOC	RENT SUBSIDY	1,230.00 *
W661915	D1 SENIOR IRVINE HOUSING PARTNERS, LP	RENT SUBSIDY	1,290.00 *
W661916	DAM, BINH DINH	RENT SUBSIDY	1,241.00 *
W661916	DANG, ANNIE	RENT SUBSIDY	1,715.00 *
W661916	DANG, CHINH VAN	RENT SUBSIDY	1,760.00 *
W661916	DANG, MIKE M	RENT SUBSIDY	2,054.00 *
W661916	DANG, DAVID	RENT SUBSIDY	1,026.00 *
W661917	DANG, THANH-THUY THI	RENT SUBSIDY	962.00 *
W661917	DAO, JOSEPH N	RENT SUBSIDY	1,262.00 *
W661917	DAO, MINH	RENT SUBSIDY	866.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661917	DAO, NELSON NGUYEN	RENT SUBSIDY	4,356.00 *
W661917	DAO, TRU	RENT SUBSIDY	4,173.00 *
W661917	DAO, TU VAN	RENT SUBSIDY	2,012.00 *
W661917	DAO,NGOC-THUY	RENT SUBSIDY	1,266.00 *
W661917	DAO-PHAM, LOC THI OR PHAM, LUONG-NGUYEN	RENT SUBSIDY	2,380.00 *
W661917	DAVIS, SON OR MICHELLE	RENT SUBSIDY	1,101.00 *
W661917	DE ANZA PLAZA APTS II	RENT SUBSIDY	2,309.00 *
W661917	DEWYER, CLARA J.	RENT SUBSIDY	951.00 *
W661917	DIEP, HOI TUAN	RENT SUBSIDY	1,532.00 *
W661917	DINH, CHINH	RENT SUBSIDY	1,546.00 *
W661917	DINH, HANH	RENT SUBSIDY	2,002.00 *
W661917	DINH, KATHLEEN	RENT SUBSIDY	1,593.00 *
W661917	DINH, KATHY	RENT SUBSIDY	2,642.00 *
W661917	DINH, KIM	RENT SUBSIDY	1,082.00 *
W661917	DINH, LAN THAI	RENT SUBSIDY	4,380.00 *
W661917	DINH, LONG T	RENT SUBSIDY	3,370.00 *
W661917	DINH, NHU Y	RENT SUBSIDY	1,244.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661917	DINH, THU V.	RENT SUBSIDY	2,133.00 *
W661917	DINH, TUAN	RENT SUBSIDY	1,606.00 *
W661917	DINH, Y NHA	RENT SUBSIDY	2,113.00 *
W661917	DDA LLC	RENT SUBSIDY	1,219.00 *
W661917	DEERING II FAMILY L.P.	RENT SUBSIDY	1,055.00 *
W661917	DAVIS, RICHARD	RENT SUBSIDY	1,472.00 *
W661918	DINH, THANH	RENT SUBSIDY	1,545.00 *
W661918	DNK PROPERTY LLC	RENT SUBSIDY	15,101.00 *
W661918	DO, BRANDON BINH	RENT SUBSIDY	2,205.00 *
W661918	DO, DOMINIC HAU	RENT SUBSIDY	2,184.00 *
W661918	DO, JONATHAN	RENT SUBSIDY	1,022.00 *
W661918	DO, MINH C.	RENT SUBSIDY	4,540.00 *
W661918	DO, MINH TAM	RENT SUBSIDY	1,678.00 *
W661918	DO, MY-PHUONG	RENT SUBSIDY	1,835.00 *
W661918	DO, NANCY	RENT SUBSIDY	1,043.00 *
W661918	DO, BYRON	RENT SUBSIDY	2,650.00 *
W661918	DO, DAITRANG	RENT SUBSIDY	2,777.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661918	DO, NG A N.	RENT SUBSIDY	2,301.00 *
W661919	DO, SELENA	RENT SUBSIDY	2,086.00 *
W661921	DO, THUY THI	RENT SUBSIDY	1,073.00 *
W661922	DO, TINA	RENT SUBSIDY	4,710.00 *
W661922	DO, XUYEN THI	RENT SUBSIDY	1,105.00 *
W661923	DOAN, HARRY	RENT SUBSIDY	654.00 *
W661923	DOAN, HOAI T	RENT SUBSIDY	1,123.00 *
W661923	DOAN, HUY	RENT SUBSIDY	2,497.00 *
W661923	DOAN, KYLAM	RENT SUBSIDY	1,620.00 *
W661923	DOAN, NHA & JOANNE TRANG VU	RENT SUBSIDY	1,616.00 *
W661923	DOAN, PHUONGNGA THI	RENT SUBSIDY	2,119.00 *
W661923	DOAN, THANH QUE	RENT SUBSIDY	1,616.00 *
W661923	DOHANH, WILLIAM D	RENT SUBSIDY	2,292.00 *
W661923	DOIDGE, JERRY	RENT SUBSIDY	493.00 *
W661923	DOLCE VITA INVESTMENTS, LLC	RENT SUBSIDY	3,677.00 *
W661923	DONG, MINH TRANG	RENT SUBSIDY	951.00 *
W661923	DOAN, HIEP THI	RENT SUBSIDY	3,845.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661923	DOAN, HUEY G	RENT SUBSIDY	3,773.00 *
W661924	DORADO SENIOR APARTMENTS, LP	RENT SUBSIDY	1,982.00 *
W661924	DOWD III, WILLIAM A.	RENT SUBSIDY	891.00 *
W661924	DSN INVESTMENT GROUP, LLC	RENT SUBSIDY	5,666.00 *
W661924	DTP INVESTMENTS, LLC	RENT SUBSIDY	2,730.00 *
W661924	DJ, CHRISTINE H.	RENT SUBSIDY	1,429.00 *
W661924	DUC NGUYEN AND PAULINE NGUYEN, LLC	RENT SUBSIDY	1,345.00 *
W661924	DUNNETT, DAVID F	RENT SUBSIDY	2,699.00 *
W661924	DUONG, HONG MANH	RENT SUBSIDY	937.00 *
W661924	DUNN, DAVID C	RENT SUBSIDY	2,985.00 *
W661924	DUCATO GARDENS, LLC	RENT SUBSIDY	852.00 *
W661925	DUONG, LOM	RENT SUBSIDY	1,437.00 *
W661925	DUONG, MINH B	RENT SUBSIDY	5,008.00 *
W661925	DUONG, THAI VAN	RENT SUBSIDY	1,296.00 *
W661926	DUONG, HUNG Q	RENT SUBSIDY	1,236.00 *
W661926	EASTWIND PROPERTIES, LLC	RENT SUBSIDY	2,440.00 *
W661926	EHLE, GERALD	RENT SUBSIDY	1,959.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661926	DYO, GLADYS	RENT SUBSIDY	559.00 *
W661926	EDLUND, DANIEL T	RENT SUBSIDY	1,556.00 *
W661926	EBL, LLC	RENT SUBSIDY	5,634.00 *
W661927	EL PUEBLO APTS	RENT SUBSIDY	1,501.00 *
W661927	EL RAY PARTNERS, LLC	RENT SUBSIDY	7,230.00 *
W661928	EMERALD COURT APARTMENTS ATTEN: LEASING OFFICE	RENT SUBSIDY	1,603.00 *
W661928	ELIAS CAPITAL GROUP, LLC	RENT SUBSIDY	2,579.00 *
W661929	ENGEL, TERRY C	RENT SUBSIDY	326.00 *
W661930	EVERGREEN ESTATE EXPANSION LLC	RENT SUBSIDY	7,973.00 *
W661930	FAIRVIEW MGMT COMPANY	RENT SUBSIDY	2,498.00 *
W661930	FAN, BOONE	RENT SUBSIDY	2,616.00 *
W661930	FBC APARTMENTS	RENT SUBSIDY	780.00 *
W661931	FIELDS, FLOYD H	RENT SUBSIDY	1,081.00 *
W661931	FINCH, WENDY	RENT SUBSIDY	981.00 *
W661931	FIVE POINTS SENIOR APTS	RENT SUBSIDY	2,286.00 *
W661931	FOREVERGREEN EXPANSION, LLC	RENT SUBSIDY	1,463.00 *
W661931	FOUNTAIN GLEN AT ANAHEIM HILLS	RENT SUBSIDY	1,310.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661931	FRECHTMAN, WILLIAM	RENT SUBSIDY	1,221.00 *
W661931	FREEDOMPATH PROPERTIES, LLC	RENT SUBSIDY	1,309.00 *
W661931	FU CRAIG FA, LLC	RENT SUBSIDY	4,866.00 *
W661931	FREMONT 2225	RENT SUBSIDY	1,546.00 *
W661931	FRANCISCAN GARDENS APTS-	RENT SUBSIDY	21,520.00 *
W661931	FG GOLDENWEST SENIOR APTS, LP	RENT SUBSIDY	11,799.00 *
W661933	GANZ, KARL	RENT SUBSIDY	969.00 *
W661933	GARCIA, ALBINO	RENT SUBSIDY	2,593.00 *
W661933	GARCIA, NORMA OR WILLIAM	RENT SUBSIDY	1,103.00 *
W661933	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	HAP-ESCROW	5,057.00 *
W661933	GARDEN GROVE HOUSING ASSOCIATE	RENT SUBSIDY	4,013.00 *
W661933	GARZA, CAROL	RENT SUBSIDY	632.00 *
W661933	GEORGIAN APTS	RENT SUBSIDY	1,107.00 *
W661933	GERMAIN, AARON & CASSANDRA	RENT SUBSIDY	1,276.00 *
W661934	GIACALONE, BRIGITTE	RENT SUBSIDY	966.00 *
W661934	GIGI APARTMENTS	RENT SUBSIDY	1,964.00 *
W661934	GLENHAVEN MOBILODGE	RENT SUBSIDY	385.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661934	GOMEZ, HENRY S.	RENT SUBSIDY	1,540.00 *
W661934	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	RENT SUBSIDY	392.00 *
W661934	GREENFIELDSDIDE, LLC	RENT SUBSIDY	2,934.00 *
W661934	GREEN, WILLIAM	RENT SUBSIDY	1,199.00 *
W661934	GIERS WELLS PARTNERSHIP	RENT SUBSIDY	2,955.00 *
W661935	GROVE PARK L.P.	RENT SUBSIDY	65,572.00 *
W661936	GULMESOFF, JIM	RENT SUBSIDY	6,148.00 *
W661936	GUSTIN, TIMOTHY M	RENT SUBSIDY	699.00 *
W661936	GUYUMJYAN, GINA	RENT SUBSIDY	3,076.00 *
W661936	HA, DAC T	RENT SUBSIDY	1,211.00 *
W661936	HA, KHIEM Q	RENT SUBSIDY	1,025.00 *
W661936	HA, CASIE	RENT SUBSIDY	2,288.00 *
W661937	HA, TRAN D	RENT SUBSIDY	2,886.00 *
W661937	HA, TRIET M.	RENT SUBSIDY	1,136.00 *
W661937	HALL & ASSOCIATES, INC.	RENT SUBSIDY	4,183.00 *
W661937	HAN, LINDA	RENT SUBSIDY	2,081.00 *
W661937	HAH, YU	RENT SUBSIDY	1,061.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661938	HANSON, CLIFTON & BRENDA	RENT SUBSIDY	2,544.00 *
W661940	HAU, STEVEN	RENT SUBSIDY	1,819.00 *
W661940	HERITAGE PARK	RENT SUBSIDY	3,525.00 *
W661940	HERITAGE VILLAGE ANAHEIM	RENT SUBSIDY	1,316.00 *
W661940	HARBOR GROVE LUXURY APARTMENTS	RENT SUBSIDY	25,673.00 *
W661941	HILLIARD, SHERRY OR RICHARD	RENT SUBSIDY	1,738.00 *
W661941	HMZ RESIDENTIAL PARK LP	RENT SUBSIDY	1,881.00 *
W661941	HO, HENRY HOI	RENT SUBSIDY	2,021.00 *
W661941	HO, HIEP or DAO, NGOC THUY	RENT SUBSIDY	4,859.00 *
W661941	HO, KEVIN TRIEU	RENT SUBSIDY	2,320.00 *
W661941	HO, LIEN KIM	RENT SUBSIDY	1,776.00 *
W661941	HO, PAULINE	RENT SUBSIDY	2,363.00 *
W661941	HIGHLAND FINANCE INVESTMENTS CORP.	RENT SUBSIDY	1,540.00 *
W661942	HOANG, JAMES	RENT SUBSIDY	3,839.00 *
W661942	HOANG, LAN T	RENT SUBSIDY	1,400.00 *
W661943	HOANG, LONG	RENT SUBSIDY	1,650.00 *
W661943	HOANG, TRACY	RENT SUBSIDY	998.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661943	HOANG, TUAN	RENT SUBSIDY	1,850.00 *
W661943	HOANG, LANG	RENT SUBSIDY	1,053.00 *
W661943	HOANG, NHAN TIEN	RENT SUBSIDY	927.00 *
W661943	HOANG, THINH	RENT SUBSIDY	1,725.00 *
W661943	HOANG, TRIEU	RENT SUBSIDY	1,417.00 *
W661944	HOLTZMAN, ROSEMARY LC	RENT SUBSIDY	904.00 *
W661944	HOPPE, SALLY	RENT SUBSIDY	1,228.00 *
W661944	HSU, CHANG-HUA LIU	RENT SUBSIDY	1,474.00 *
W661944	HUA, LUC	RENT SUBSIDY	1,435.00 *
W661945	HUERTA, DANIEL	RENT SUBSIDY	376.00 *
W661945	HUNTINGTON WESTMINSTER APT, LLC	RENT SUBSIDY	1,315.00 *
W661945	HUSS, DON	RENT SUBSIDY	2,640.00 *
W661945	HUYNH, CHEN THI	RENT SUBSIDY	3,444.00 *
W661946	HUYNH, FELIX	RENT SUBSIDY	864.00 *
W661946	HUYNH, KELVIN	RENT SUBSIDY	1,516.00 *
W661946	HUYNH, LOAN	RENT SUBSIDY	769.00 *
W661946	HUYNH, MINH HUY	RENT SUBSIDY	2,106.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661946	HUYNH, MINH T MAI	RENT SUBSIDY	967.00 *
W661946	HUYNH, JOANNE	RENT SUBSIDY	1,212.00 *
W661947	HUYNH, PHILIP	RENT SUBSIDY	588.00 *
W661947	HUYNH, SALLY B	RENT SUBSIDY	1,249.00 *
W661947	HUYNH, SCOTT THANH OR LE, KIM DONG T	RENT SUBSIDY	1,094.00 *
W661947	HUYNH, LONG BAO	RENT SUBSIDY	1,249.00 *
W661947	HUYNH, TONY	RENT SUBSIDY	677.00 *
W661947	HUYNH, THAI C	RENT SUBSIDY	2,377.00 *
W661949	HWANG, C.M.	RENT SUBSIDY	1,346.00 *
W661949	IMPERIAL NORTH HOLDINGS, LLC	RENT SUBSIDY	3,082.00 *
W661949	IMPERIAL NORTHWEST HOLDINGS	RENT SUBSIDY	4,133.00 *
W661949	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	RENT SUBSIDY	1,113.00 *
W661949	J & E ESTATES, LLC	RENT SUBSIDY	1,780.00 *
W661949	J.D. PROPERTY MANAGEMENT, INC	RENT SUBSIDY	2,171.00 *
W661949	JANESKI, JERRY	RENT SUBSIDY	1,011.00 *
W661949	HWINN, TUE T	RENT SUBSIDY	1,059.00 *
W661949	JEAN, NARIYA	RENT SUBSIDY	1,989.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661950	JG & B CORPORATION	RENT SUBSIDY	8,558.00 *
W661950	JGKALLINS INVESTMENTS LP	RENT SUBSIDY	1,300.00 *
W661950	JOHNSON, NATHAN D.	RENT SUBSIDY	2,522.00 *
W661950	JENSEN SOMMERVILLE CONZELMAN CO. LP	RENT SUBSIDY	1,699.00 *
W661953	JTK & ASSOCIATES	RENT SUBSIDY	1,275.00 *
W661953	JTM BAYOU, LLC	RENT SUBSIDY	1,468.00 *
W661953	JU, LIN J	RENT SUBSIDY	2,192.00 *
W661953	JU, FRED	RENT SUBSIDY	1,076.00 *
W661953	KAID MALINDA INVESTMENT INC	RENT SUBSIDY	2,150.00 *
W661953	KAMAT, JAIDEEP	RENT SUBSIDY	1,444.00 *
W661953	KASHI TRUST	RENT SUBSIDY	11,482.00 *
W661953	KATELLA MOBILE HOME ESTATES	RENT SUBSIDY	744.00 *
W661953	KAY VEE, LLC	RENT SUBSIDY	2,866.00 *
W661953	KCM INVESTMENTS LLC	RENT SUBSIDY	1,962.00 *
W661953	JUNG SUN NOH	RENT SUBSIDY	9,707.00 *
W661953	KD RENT	RENT SUBSIDY	1,752.00 *
W661953	KAO, JUN-WEI	RENT SUBSIDY	1,547.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661953	KATELLA FAMILY HOUSING PARTNER dba STONEGATE I APTS	RENT SUBSIDY	1,328.00 *
W661956	KEH, LU-YONG	RENT SUBSIDY	4,719.00 *
W661956	KEITH AND HOLLY CORPORATION	RENT SUBSIDY	2,734.00 *
W661956	KELLEY, ROBERT	RENT SUBSIDY	3,932.00 *
W661956	KENSINGTON GARDENS	RENT SUBSIDY	841.00 *
W661956	KHA, DAN VAN	RENT SUBSIDY	2,322.00 *
W661956	KHA, CAM MY	RENT SUBSIDY	1,646.00 *
W661956	KHEANG, SETH S	RENT SUBSIDY	2,499.00 *
W661956	KHUU, HENRY THAI	RENT SUBSIDY	1,249.00 *
W661956	KIM, MELVIN LEE	RENT SUBSIDY	1,061.00 *
W661956	KIM, SON H	RENT SUBSIDY	3,439.00 *
W661956	KING COUNTY HOUSING AUTHORITY	PORTABILITY ADMIN	146.70 *
W661956	KING COUNTY HOUSING AUTHORITY	RENT SUBSIDY	2,691.00 *
W661956	KING, BERNARD	RENT SUBSIDY	1,248.00 *
W661956	KITSELMAN, KENT M	RENT SUBSIDY	1,388.00 *
W661956	KIM, DAVID S	RENT SUBSIDY	801.00 *
W661956	KING INVESTMENT GROUP, INC	RENT SUBSIDY	4,558.00 *
W661956	KIM, HARRY H	RENT SUBSIDY	1,351.00 *
W661957	KNK PROPERTIES	RENT SUBSIDY	7,709.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661957	KLUNK, MARILYN c/o SHEPHERD PROPERTIES	RENT SUBSIDY	3,962.00 *
W661958	KPKK, LLC	RENT SUBSIDY	1,245.00 *
W661959	KUO, EDWARD	RENT SUBSIDY	2,525.00 *
W661959	KURZ, JOAQUIN	RENT SUBSIDY	4,412.00 *
W661959	KURATA, SATOKO ATTN: JUDY KURATA-WONG	RENT SUBSIDY	1,119.00 *
W661960	LAGUNA STREET APARTMENTS, LLC	RENT SUBSIDY	1,883.00 *
W661960	LAKESIDE ASSOCIATION	RENT SUBSIDY	3,275.00 *
W661960	LALLY, JULIE	RENT SUBSIDY	1,614.00 *
W661960	LALLY, STEVE	RENT SUBSIDY	1,238.00 *
W661960	LAM, ANDRE	RENT SUBSIDY	1,586.00 *
W661960	LAM, CHAU	RENT SUBSIDY	6,268.00 *
W661960	LAM, HAI	RENT SUBSIDY	5,746.00 *
W661960	LAM, HOLLY AND STEVE	RENT SUBSIDY	2,322.00 *
W661960	LAM, QUOC D	RENT SUBSIDY	1,837.00 *
W661960	LAM, THONG KIM	RENT SUBSIDY	2,713.00 *
W661960	LAM, TONY	RENT SUBSIDY	520.00 *
W661960	LAM, MAI	RENT SUBSIDY	1,156.00 *
W661960	LAMPLIGHTER VILLAGE APTS	RENT SUBSIDY	12,930.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661960	LAMY OANH LLC	RENT SUBSIDY	5,350.00 *
W661960	LANDA, SALVADOR	RENT SUBSIDY	1,027.00 *
W661960	LARDERUCCIO, SAL	RENT SUBSIDY	1,085.00 *
W661960	LAU, STEPHEN	RENT SUBSIDY	2,672.00 *
W661960	LAM, HUNG	RENT SUBSIDY	2,139.00 *
W661960	LAGUNA HILLS TRAVELODGE LLC	RENT SUBSIDY	34,789.00 *
W661960	LAZENBY, JOHN	RENT SUBSIDY	2,407.00 *
W661960	LA, TUYET B	RENT SUBSIDY	2,233.00 *
W661960	LADERA WNG II, LLC	RENT SUBSIDY	2,539.00 *
W661960	LAS PALMAS APTS	RENT SUBSIDY	1,518.00 *
W661960	LAMPSON EP, LLC	RENT SUBSIDY	2,162.00 *
W661960	LAM, THUY T	RENT SUBSIDY	994.00 *
W661961	LE MORNINGSIDE, LLC	RENT SUBSIDY	1,538.00 *
W661961	LE, BILL B.Q.	RENT SUBSIDY	1,313.00 *
W661961	LE, CHRIS	RENT SUBSIDY	1,982.00 *
W661961	LE, DANIEL	RENT SUBSIDY	1,362.00 *
W661961	LE, ANH	RENT SUBSIDY	1,324.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661963	LE, HIEN QUANG	RENT SUBSIDY	1,786.00 *
W661963	LE, HIEP THI	RENT SUBSIDY	2,464.00 *
W661963	LE, HUNG	RENT SUBSIDY	691.00 *
W661964	LE, HUY	RENT SUBSIDY	1,327.00 *
W661964	LE, JIMMY T	RENT SUBSIDY	1,892.00 *
W661964	LE, JOHN	RENT SUBSIDY	2,533.00 *
W661964	LE, JOHN TOAN	RENT SUBSIDY	3,292.00 *
W661964	LE, KIM CHI THI	RENT SUBSIDY	1,151.00 *
W661964	LE, LAN V.	RENT SUBSIDY	1,972.00 *
W661964	LE, LANH C	RENT SUBSIDY	1,802.00 *
W661964	LE, LANH VAN	RENT SUBSIDY	1,256.00 *
W661964	LE, LY PHUONG	RENT SUBSIDY	1,463.00 *
W661964	LE, MICHAEL	RENT SUBSIDY	2,137.00 *
W661964	LE, NGA	RENT SUBSIDY	1,980.00 *
W661964	LE, NGAT THI	RENT SUBSIDY	2,920.00 *
W661964	LE, MY	RENT SUBSIDY	523.00 *
W661964	LE, KIM	RENT SUBSIDY	1,042.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661965	LE, NGUYEN NHU	RENT SUBSIDY	1,400.00 *
W661965	LE, PHU THI NOC	RENT SUBSIDY	760.00 *
W661965	LE, RICHARD TUANANH	RENT SUBSIDY	1,338.00 *
W661965	LE, STEPHANIE THU	RENT SUBSIDY	3,945.00 *
W661965	LE, THANH TIEN	RENT SUBSIDY	2,286.00 *
W661965	LE, TINA M	RENT SUBSIDY	1,077.00 *
W661965	LE, PHUONG L.	RENT SUBSIDY	619.00 *
W661966	LE, VICTOR	RENT SUBSIDY	1,741.00 *
W661966	LE, VANESSA	RENT SUBSIDY	1,485.00 *
W661969	LE,XAN NGOC	RENT SUBSIDY	1,448.00 *
W661970	LEDUC, MONIQUE	RENT SUBSIDY	1,989.00 *
W661970	LEE, DAVID OR TRINH	RENT SUBSIDY	1,453.00 *
W661970	LEMON GROVE LP	RENT SUBSIDY	1,225.00 *
W661971	LEUNG, ROGER	RENT SUBSIDY	2,135.00 *
W661971	LI, SOL M	RENT SUBSIDY	1,804.00 *
W661972	LIM, HONG S	RENT SUBSIDY	2,094.00 *
W661972	LIN, DAVID	RENT SUBSIDY	2,484.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661972	LIN, EEL-YU	RENT SUBSIDY	854.00 *
W661972	LINCOLN VILLAS APT HOMES, LLC	RENT SUBSIDY	8,516.00 *
W661972	LINCOLN WOODS APARTMENTS	RENT SUBSIDY	2,514.00 *
W661972	LITTON, KATHERINE	RENT SUBSIDY	1,494.00 *
W661973	LLE LLC	RENT SUBSIDY	972.00 *
W661973	LONG, TU-ANH & DUONG, TROY	RENT SUBSIDY	987.00 *
W661973	LOUIE, CINDY W	RENT SUBSIDY	2,263.00 *
W661973	LU, QUYNH THUY	RENT SUBSIDY	2,529.00 *
W661974	LUONG, KHANH	RENT SUBSIDY	1,243.00 *
W661974	LUONG, LONG DUC	RENT SUBSIDY	1,053.00 *
W661974	LUONG, TRA THI-PHUONG	RENT SUBSIDY	2,340.00 *
W661974	LUU, ALLEN	RENT SUBSIDY	1,461.00 *
W661974	LUU, TUAN V	RENT SUBSIDY	1,466.00 *
W661974	LUU, XUYEN	RENT SUBSIDY	1,513.00 *
W661974	LUVIE CORPORATION	RENT SUBSIDY	966.00 *
W661974	LY, DUC T	RENT SUBSIDY	1,558.00 *
W661974	LY, MING	RENT SUBSIDY	1,600.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661974	LY, TAN Q	RENT SUBSIDY	880.00 *
W661974	LY, THANH	RENT SUBSIDY	1,770.00 *
W661974	LY, TUYEN X	RENT SUBSIDY	2,451.00 *
W661974	LY, TRANH	RENT SUBSIDY	2,769.00 *
W661974	LY, ANDY	RENT SUBSIDY	2,455.00 *
W661975	MADJE-STAMPER PATRICIA A MADJE	RENT SUBSIDY	6,681.00 *
W661977	MAI, ANN N	RENT SUBSIDY	2,880.00 *
W661977	MAI, FRANK	RENT SUBSIDY	2,128.00 *
W661977	MAI, LINDA	RENT SUBSIDY	1,775.00 *
W661977	MAI, CHUCK	RENT SUBSIDY	2,094.00 *
W661977	MAI-NGO, JAIMIE	RENT SUBSIDY	1,150.00 *
W661977	MAI, JENNIE THUY	RENT SUBSIDY	2,625.00 *
W661979	MANDAS, KONSTANTINOS P.	RENT SUBSIDY	4,371.00 *
W661980	MANTAS, HARALAMBOS & GEORGIA	RENT SUBSIDY	2,246.00 *
W661982	MARIPOSA PROPERTIES	RENT SUBSIDY	1,059.00 *
W661983	MAYER, LEOPOLD	RENT SUBSIDY	2,412.00 *
W661983	MC GOFF, JOHN	RENT SUBSIDY	1,020.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661983	MCCOWN, A R	RENT SUBSIDY	650.00 *
W661983	MCGRATH, GRACE OR GERALD	RENT SUBSIDY	2,480.00 *
W661983	MEAK, MANH	RENT SUBSIDY	1,348.00 *
W661983	MEHTA, JAGDISH P	RENT SUBSIDY	2,548.00 *
W661983	MERCY HOUSING CA XXVIII, LP	RENT SUBSIDY	813.00 *
W661983	MEYSENBURG, MAURICE F.	RENT SUBSIDY	1,138.00 *
W661983	MIDWAY CAPITAL PARTNERS	RENT SUBSIDY	1,159.00 *
W661983	MEAGHER FAMILY BYPASS TRUST	RENT SUBSIDY	791.00 *
W661983	MEAGHER, ELAINE	RENT SUBSIDY	1,097.00 *
W661984	MIKE & KATHY LEE LP	RENT SUBSIDY	2,765.00 *
W661984	MILLER, ROSEMARY	RENT SUBSIDY	1,381.00 *
W661986	MONARCH POINTE	RENT SUBSIDY	785.00 *
W661987	MONTEBELLO, ANTHONY	RENT SUBSIDY	1,157.00 *
W661987	MONTECITO VISTA APT HOMES	RENT SUBSIDY	1,277.00 *
W661987	N & V DEVELOPMENT, LLC	RENT SUBSIDY	7,354.00 *
W661987	N&V DEVELOPMENT, LLC	RENT SUBSIDY	10,208.00 *
W661987	NACHAM, ABRAM B	RENT SUBSIDY	1,022.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661987	NAMSIH, PATRICK	RENT SUBSIDY	1,726.00 *
W661987	NEW HORIZONVIEW, LLC	RENT SUBSIDY	1,338.00 *
W661987	NEW KENYON APARTMENTS LLC	RENT SUBSIDY	1,054.00 *
W661987	NEWPORT ESTATE EXPANSION LLC	RENT SUBSIDY	1,154.00 *
W661987	NGHIEM, DALE XUAN	RENT SUBSIDY	1,100.00 *
W661987	NGHIEM, DANIEL	RENT SUBSIDY	19,655.00 *
W661987	MORALES, BACH	RENT SUBSIDY	2,593.00 *
W661987	MORNINGSIDE APTS, LLC	RENT SUBSIDY	8,148.00 *
W661987	MOTHE, UDAYA CHAITHANYA	RENT SUBSIDY	1,457.00 *
W661987	NAPO OF CALIFORNIA, LLC	RENT SUBSIDY	1,319.00 *
W661988	NGO, HONG DIEP LE	RENT SUBSIDY	938.00 *
W661988	NGO, DAVID	RENT SUBSIDY	1,254.00 *
W661988	NGO, DUNG T	RENT SUBSIDY	1,430.00 *
W661989	NGO, LOC T	RENT SUBSIDY	802.00 *
W661990	NGO, TAMMY	RENT SUBSIDY	1,053.00 *
W661992	NGUYEN, ANDREW Q	RENT SUBSIDY	1,929.00 *
W661992	NGUYEN, ANH	RENT SUBSIDY	736.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661992	NGUYEN, ANH-DAO	RENT SUBSIDY	1,073.00 *
W661992	NGUYEN, ANTHONY	RENT SUBSIDY	1,278.00 *
W661992	NGUYEN, ANDREA	RENT SUBSIDY	1,271.00 *
W661992	NGUYEN, AN MANH	RENT SUBSIDY	1,900.00 *
W661992	NGUYEN, ANA-KARINA A.	RENT SUBSIDY	1,237.00 *
W661994	NGUYEN, BINH NGOC	RENT SUBSIDY	3,391.00 *
W661994	NGUYEN, BINH QUOC	RENT SUBSIDY	2,135.00 *
W661995	NGUYEN, BRIAN BAO-KHA	RENT SUBSIDY	2,520.00 *
W661995	NGUYEN, CALVIN H	RENT SUBSIDY	987.00 *
W661995	NGUYEN, CHARLIE	RENT SUBSIDY	1,416.00 *
W661996	NGUYEN, CHRISTINE	RENT SUBSIDY	1,903.00 *
W661996	NGUYEN, CHRISTOPHER	RENT SUBSIDY	1,584.00 *
W661996	NGUYEN, CHUONG	RENT SUBSIDY	1,286.00 *
W661996	NGUYEN, CUONG	RENT SUBSIDY	2,275.00 *
W661997	NGUYEN, DAT	RENT SUBSIDY	1,602.00 *
W661997	NGUYEN, DAVID / HA, LOAN T	RENT SUBSIDY	1,655.00 *
W661997	NGUYEN, DIEM-THUY	RENT SUBSIDY	1,584.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661997	NGUYEN, DONG	RENT SUBSIDY	1,008.00 *
W661997	NGUYEN, DUONG	RENT SUBSIDY	1,967.00 *
W661997	NGUYEN, DZUNG DAN	RENT SUBSIDY	2,540.00 *
W661997	NGUYEN, DAN	RENT SUBSIDY	1,047.00 *
W661997	NGUYEN, DUNG KIM	RENT SUBSIDY	1,970.00 *
W661997	NGUYEN, ERIC	RENT SUBSIDY	1,776.00 *
W661997	NGUYEN, DEBBY & TRAN, RICHARD	RENT SUBSIDY	1,445.00 *
W661997	NGUYEN, DENISE LOAN THU	RENT SUBSIDY	1,088.00 *
W661998	NGUYEN, HANG	RENT SUBSIDY	1,898.00 *
W661998	NGUYEN, HANH V	RENT SUBSIDY	1,825.00 *
W661998	NGUYEN, HAO & HUONG T	RENT SUBSIDY	850.00 *
W661998	NGUYEN, HOA THI OR NGUYEN, JOSEPH	RENT SUBSIDY	5,284.00 *
W661998	NGUYEN, HOAN VAN	RENT SUBSIDY	845.00 *
W661999	NGUYEN, HUAN NGOC	RENT SUBSIDY	1,574.00 *
W661999	NGUYEN, HUE THI	RENT SUBSIDY	1,226.00 *
W661999	NGUYEN, HUNG	RENT SUBSIDY	1,085.00 *
W661999	NGUYEN, HUNG X	RENT SUBSIDY	1,663.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W661999	NGUYEN, HUONG THY OR PHAM, TIEN D	RENT SUBSIDY	1,398.00 *
W661999	NGUYEN, JEANNIE	RENT SUBSIDY	1,202.00 *
W661999	NGUYEN, KENNETH	RENT SUBSIDY	1,581.00 *
W661999	NGUYEN, KHAI HUE	RENT SUBSIDY	2,751.00 *
W661999	NGUYEN, KHANH	RENT SUBSIDY	1,633.00 *
W661999	NGUYEN, KHANH DANG	RENT SUBSIDY	1,186.00 *
W661999	NGUYEN, KHOI	RENT SUBSIDY	1,600.00 *
W661999	NGUYEN, KIEN	RENT SUBSIDY	4,720.00 *
W661999	NGUYEN, LANIE	RENT SUBSIDY	2,768.00 *
W661999	NGUYEN, JULIE MAI	RENT SUBSIDY	1,363.00 *
W661999	NGUYEN, KEVIN	RENT SUBSIDY	2,121.00 *
W661999	NGUYEN, LAN HUONG	RENT SUBSIDY	1,745.00 *
W661999	NGUYEN, JULIE	RENT SUBSIDY	1,243.00 *
W661999	NGUYEN, KIEN THI	RENT SUBSIDY	1,450.00 *
W661999	NGUYEN, LE B	RENT SUBSIDY	1,665.00 *
W662000	NGUYEN, LINDA	RENT SUBSIDY	3,368.00 *
W662000	NGUYEN, LINDA LIEN	RENT SUBSIDY	1,800.00 *

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662002	NGUYEN, LONG HUYEN DAC	RENT SUBSIDY	4,288.00 *
W662002	NGUYEN, LUONG	RENT SUBSIDY	1,392.00 *
W662002	NGUYEN, LYND A	RENT SUBSIDY	1,280.00 *
W662003	NGUYEN, MAI H	RENT SUBSIDY	2,056.00 *
W662003	NGUYEN, MAN M	RENT SUBSIDY	1,350.00 *
W662003	NGUYEN, MICHAEL THANG	RENT SUBSIDY	1,852.00 *
W662003	NGUYEN, MY THI	RENT SUBSIDY	1,166.00 *
W662003	NGUYEN, MYLY	RENT SUBSIDY	1,402.00 *
W662003	NGUYEN, MYRA D	RENT SUBSIDY	3,539.00 *
W662003	NGUYEN, NANCY	RENT SUBSIDY	8,399.00 *
W662003	NGUYEN, NGHIA	RENT SUBSIDY	1,395.00 *
W662003	NGUYEN, NGHI	RENT SUBSIDY	2,317.00 *
W662003	NGUYEN, MINH	RENT SUBSIDY	1,387.00 *
W662003	NGUYEN, NGOC	RENT SUBSIDY	1,660.00 *
W662003	NGUYEN, MY CHAU	RENT SUBSIDY	1,243.00 *
W662004	NGUYEN, ORCHID	RENT SUBSIDY	1,689.00 *
W662004	NGUYEN, OSCAR THUAN	RENT SUBSIDY	2,148.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662004	NGUYEN, PETER	RENT SUBSIDY	3,911.00 *
W662004	NGUYEN, PHONG	RENT SUBSIDY	3,282.00 *
W662004	NGUYEN, PHUONG MY THI	RENT SUBSIDY	9,815.00 *
W662004	NGUYEN, QUAN	RENT SUBSIDY	2,021.00 *
W662004	NGUYEN, QUANG M	RENT SUBSIDY	660.00 *
W662005	NGUYEN, SKY	RENT SUBSIDY	2,389.00 *
W662005	NGUYEN, SON DINH	RENT SUBSIDY	1,170.00 *
W662005	NGUYEN, STEVE	RENT SUBSIDY	1,267.00 *
W662005	NGUYEN, STEVEN	RENT SUBSIDY	1,041.00 *
W662005	NGUYEN, SHAWN B	RENT SUBSIDY	1,881.00 *
W662006	NGUYEN, STEVEN	RENT SUBSIDY	1,832.00 *
W662006	NGUYEN, STEVENS	RENT SUBSIDY	1,844.00 *
W662006	NGUYEN, THAI DUC	RENT SUBSIDY	1,940.00 *
W662006	NGUYEN, THANG XUAN	RENT SUBSIDY	1,023.00 *
W662006	NGUYEN, TAM N	RENT SUBSIDY	4,185.00 *
W662006	NGUYEN, TAN QUOC VIET	RENT SUBSIDY	2,769.00 *
W662007	NGUYEN, THANH-LE	RENT SUBSIDY	1,817.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662007	NGUYEN, THANH-NHAN	RENT SUBSIDY	386.00 *
W662007	NGUYEN, THUY	RENT SUBSIDY	5,438.00 *
W662007	NGUYEN, THINH QUOC	RENT SUBSIDY	1,479.00 *
W662007	NGUYEN, THU-DUNG TRAN	RENT SUBSIDY	1,271.00 *
W662007	NGUYEN, THOMAS	RENT SUBSIDY	2,161.00 *
W662008	NGUYEN, THUYHUONG THI	RENT SUBSIDY	1,375.00 *
W662008	NGUYEN, TIEP	RENT SUBSIDY	1,875.00 *
W662008	NGUYEN, TIMMY	RENT SUBSIDY	2,857.00 *
W662008	NGUYEN, TOM ANH	RENT SUBSIDY	787.00 *
W662008	NGUYEN, TRACY TRUC	RENT SUBSIDY	904.00 *
W662008	NGUYEN, TUAN HOANG	RENT SUBSIDY	1,695.00 *
W662008	NGUYEN, TUAN NGOC	RENT SUBSIDY	2,156.00 *
W662008	NGUYEN, TUNG XUAN	RENT SUBSIDY	1,675.00 *
W662008	NGUYEN, TUYET TRINH	RENT SUBSIDY	2,662.00 *
W662008	NGUYEN, VAN HUY	RENT SUBSIDY	1,930.00 *
W662008	NGUYEN, VANANH & DO, SOAN P	RENT SUBSIDY	244.00 *
W662008	NGUYEN, TRANG	RENT SUBSIDY	1,638.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662008	NGUYEN, TUYET MAI	RENT SUBSIDY	1,243.00 *
W662008	NGUYEN, TUONG LAN DAI	RENT SUBSIDY	2,391.00 *
W662008	NGUYEN, TUNG QUOC	RENT SUBSIDY	2,247.00 *
W662008	NGUYEN, UYEN	RENT SUBSIDY	1,821.00 *
W662008	NGUYEN, TRAM ANH	RENT SUBSIDY	1,588.00 *
W662009	NGUYEN, VIVIAN	RENT SUBSIDY	1,152.00 *
W662010	NGUYEN, CANG	RENT SUBSIDY	1,086.00 *
W662010	NGUYEN, CUONG CHI	RENT SUBSIDY	4,618.00 *
W662010	NGUYEN, DUNG VAN	RENT SUBSIDY	1,253.00 *
W662010	NGUYEN, HAN	RENT SUBSIDY	1,026.00 *
W662010	NGUYEN, HUNG C.	RENT SUBSIDY	1,509.00 *
W662010	NGUYEN, HUYNH	RENT SUBSIDY	2,114.00 *
W662010	NGUYEN, HUYNH T.T.	RENT SUBSIDY	4,130.00 *
W662010	NGUYEN, JAMES	RENT SUBSIDY	1,180.00 *
W662010	NGUYEN, LANI LAN T	RENT SUBSIDY	1,064.00 *
W662010	NGUYEN, LAN-NGOC	RENT SUBSIDY	1,257.00 *
W662010	NGUYEN, MINH NGOC	RENT SUBSIDY	1,350.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662010	NGUYEN, YVONNE QUYEN	RENT SUBSIDY	2,347.00 *
W662010	NGUYEN, LAN PHUONG THI	RENT SUBSIDY	2,131.00 *
W662011	NGUYEN, PAULINE KIMPHUNG	RENT SUBSIDY	3,807.00 *
W662011	NGUYEN, PERRY	RENT SUBSIDY	1,195.00 *
W662012	NGUYEN, THANH	RENT SUBSIDY	3,410.00 *
W662012	NGUYEN, THANH-TUYEN	RENT SUBSIDY	3,465.00 *
W662012	NGUYEN, THINH THI	RENT SUBSIDY	7,993.00 *
W662012	NGUYEN, TIFFANY	RENT SUBSIDY	2,994.00 *
W662012	NGUYEN, TIM	RENT SUBSIDY	1,516.00 *
W662014	NGUYEN, WIN	RENT SUBSIDY	1,552.00 *
W662014	NGUYEN, XUAN YEN	RENT SUBSIDY	1,067.00 *
W662014	NGUYEN-LAM, PHIYEN TERESA	RENT SUBSIDY	1,405.00 *
W662014	NGUYEN-THIEN-NH, DIANA	RENT SUBSIDY	2,479.00 *
W662015	NORMANDY APARTMENTS, LLC	RENT SUBSIDY	996.00 *
W662015	NIGUEL EQUITY PARTNERS, LLC	RENT SUBSIDY	1,468.00 *
W662015	NNT PROPERTIES LLC	RENT SUBSIDY	1,740.00 *
W662016	OLSEN, MARIEL J	RENT SUBSIDY	1,260.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662016	OMDAHL, JOHN	RENT SUBSIDY	1,658.00 *
W662016	ORANGE COUNTY COMMUNITY HOUSING CORP	RENT SUBSIDY	31,041.00 *
W662016	ORANGE TREE APTS	RENT SUBSIDY	14,313.00 *
W662016	OZAKI, SUIKO	RENT SUBSIDY	1,349.00 *
W662016	P & J PROPERTY MANAGEMENT	RENT SUBSIDY	2,295.00 *
W662016	PAHU, BRADRAKUMAR L	RENT SUBSIDY	2,466.00 *
W662016	PALM COURT APARTMENTS	RENT SUBSIDY	1,429.00 *
W662016	PALM ISLAND	RENT SUBSIDY	11,820.00 *
W662016	PALM VISTA APTS - RENTAL OFFICE -	RENT SUBSIDY	1,189.00 *
W662016	ORRWAY APTS HOMES, LLC	RENT SUBSIDY	1,762.00 *
W662016	OLIVEWOOD APTS	RENT SUBSIDY	1,222.00 *
W662017	PARISIAN APARTMENTS, LP	RENT SUBSIDY	1,246.00 *
W662017	PARK LANDING APARTMENTS	RENT SUBSIDY	1,286.00 *
W662017	PARK PLACE APTS LLP	RENT SUBSIDY	6,869.00 *
W662018	PARK, JIN	RENT SUBSIDY	1,464.00 *
W662019	PATEL DILIP M	RENT SUBSIDY	4,213.00 *
W662019	PATEL, SMITA DIPAK	RENT SUBSIDY	1,099.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662021	PELICAN INVESTMENTS #6 LLC	RENT SUBSIDY	2,691.00 *
W662021	PELICAN INVESTMENTS #8 LLC	RENT SUBSIDY	1,707.00 *
W662021	PELICAN INVESTMENTS, LLC	RENT SUBSIDY	461.00 *
W662021	PETITE ELISE, LLC	RENT SUBSIDY	658.00 *
W662022	PHAM, BINH Q	RENT SUBSIDY	1,517.00 *
W662022	PHAM, CAROLINE	RENT SUBSIDY	3,026.00 *
W662022	PHAM, CHIEN DINH	RENT SUBSIDY	1,880.00 *
W662022	PHAM, DAVID DUNG	RENT SUBSIDY	2,846.00 *
W662022	PHAM, DAVID LINH	RENT SUBSIDY	1,972.00 *
W662022	PHAM, CHINH VAN	RENT SUBSIDY	1,700.00 *
W662023	PHAM, DUNG TIEN	RENT SUBSIDY	1,440.00 *
W662023	PHAM, HIEU	RENT SUBSIDY	1,877.00 *
W662023	PHAM, HOANG	RENT SUBSIDY	3,766.00 *
W662023	PHAM, KHANG	RENT SUBSIDY	992.00 *
W662023	PHAM, KIM ANH OR PHAM, LUCY	RENT SUBSIDY	3,293.00 *
W662023	PHAM, IAN VAN	RENT SUBSIDY	2,899.00 *
W662023	PHAM, LIEN	RENT SUBSIDY	1,249.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662023	PHAM, MINH VAN	RENT SUBSIDY	1,627.00 *
W662023	PHAM, NGHIA	RENT SUBSIDY	1,474.00 *
W662023	PHAM, PHUONG T	RENT SUBSIDY	1,281.00 *
W662023	PHAM, NHAC T.	RENT SUBSIDY	1,725.00 *
W662023	PHAM, PAULINE TRAM	RENT SUBSIDY	1,558.00 *
W662023	PHAM, KHANH CONG	RENT SUBSIDY	1,762.00 *
W662024	PHAM, QUYNH GIAO	RENT SUBSIDY	2,466.00 *
W662024	PHAM, RICHARD	RENT SUBSIDY	850.00 *
W662024	PHAM, SON THAI	RENT SUBSIDY	2,312.00 *
W662024	PHAM, QUYNH-ANH HOANG	RENT SUBSIDY	1,806.00 *
W662025	PHAM, THANH QUOC	RENT SUBSIDY	3,466.00 *
W662025	PHAM, TIM	RENT SUBSIDY	2,988.00 *
W662025	PHAM, TRI	RENT SUBSIDY	1,785.00 *
W662025	PHAM, TUAN A	RENT SUBSIDY	1,123.00 *
W662025	PHAM, TUAN A.	RENT SUBSIDY	1,208.00 *
W662025	PHAM, TRUONG TAI	RENT SUBSIDY	2,350.00 *
W662025	PHAM, TRANG	RENT SUBSIDY	2,247.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662026	PHAM, VAN LOAN THI	RENT SUBSIDY	981.00 *
W662027	PHAM, VERONIQUE	RENT SUBSIDY	1,470.00 *
W662027	PHAM, VU	RENT SUBSIDY	1,211.00 *
W662027	PHAM, XUANNHA T	RENT SUBSIDY	912.00 *
W662027	PHAM, HAI MINH	RENT SUBSIDY	8,781.00 *
W662027	PHAM, HELEN	RENT SUBSIDY	1,025.00 *
W662028	PHAM, QUANG	RENT SUBSIDY	1,467.00 *
W662029	PHAN, OANH	RENT SUBSIDY	3,575.00 *
W662029	PHAN, KATHY	RENT SUBSIDY	2,839.00 *
W662030	PHAN, TAMMY	RENT SUBSIDY	1,537.00 *
W662030	PHAN, THANH T	RENT SUBSIDY	518.00 *
W662030	PHAN, TRUNG QUANG	RENT SUBSIDY	1,303.00 *
W662031	PHAN, DON	RENT SUBSIDY	1,450.00 *
W662031	PHAN, TOAN CONG	RENT SUBSIDY	988.00 *
W662031	PHARN, ART S	RENT SUBSIDY	2,280.00 *
W662031	PINE TREE PROPERTY, LLC	RENT SUBSIDY	1,311.00 *
W662031	PHI, ANH	RENT SUBSIDY	2,379.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662032	PJP PROPERTIES, LLC	RENT SUBSIDY	1,405.00 *
W662032	PLANO HOUSING AUTHORITY	PORTABILITY ADMIN	58.36 *
W662032	PLANO HOUSING AUTHORITY	RENT SUBSIDY	894.00 *
W662032	PLAZA PATRIA COURT LTD	RENT SUBSIDY	1,125.00 *
W662033	PLYMOUTH HRA	PORTABILITY ADMIN	67.05 *
W662033	PLYMOUTH HRA	RENT SUBSIDY	380.00 *
W662033	PORTILLO, OSCAR OR ANISA	RENT SUBSIDY	1,625.00 *
W662033	POKAL, SAILESH	RENT SUBSIDY	1,072.00 *
W662033	PNB GREEN EXPANSION MGMT, LLC	RENT SUBSIDY	2,697.00 *
W662034	POWELL, LEO OR DEBORAH	RENT SUBSIDY	2,233.00 *
W662034	PRINCE NEW HORIZON VILLAGE	RENT SUBSIDY	4,682.00 *
W662034	PUGH, RONNIE	RENT SUBSIDY	868.00 *
W662034	QUACH, JAMIE	RENT SUBSIDY	1,071.00 *
W662034	QUACH, SAN T	RENT SUBSIDY	1,156.00 *
W662034	QUAN, DERRICK WILLIAM	RENT SUBSIDY	1,387.00 *
W662034	QUAN, VAN-LAN	RENT SUBSIDY	2,562.00 *
W662034	QUINN, GARY L	RENT SUBSIDY	817.00 *
W662034	POST STERLING COURT, LP	RENT SUBSIDY	1,117.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662035	RATANJEE, D M	RENT SUBSIDY	949.00 *
W662035	RAVART PACIFIC LP	RENT SUBSIDY	1,014.00 *
W662035	RAVENWOOD PROPERTIES, LLC	RENT SUBSIDY	1,203.00 *
W662036	REO INTERNATIONAL CORPORATION	RENT SUBSIDY	1,111.00 *
W662036	REYES, RAYMOND	RENT SUBSIDY	1,759.00 *
W662036	ROANOKE INC	RENT SUBSIDY	1,367.00 *
W662036	ROBERTA APTS LP	RENT SUBSIDY	2,072.00 *
W662036	ROCEL PROPERTIES MGMT INC	RENT SUBSIDY	1,233.00 *
W662036	RODRIGUEZ, ALBERT/PATRICIA	RENT SUBSIDY	1,030.00 *
W662036	ROSSIGNOL, CHARLENE	RENT SUBSIDY	906.00 *
W662036	RED BLOSSOM INVESTMENTS, LLC	RENT SUBSIDY	1,332.00 *
W662036	REED, ROGER LEE	RENT SUBSIDY	2,451.00 *
W662036	RBJ INVESTMENTS CORP.	RENT SUBSIDY	1,153.00 *
W662037	SABUNJIAN, MIHRAN	RENT SUBSIDY	8,984.00 *
W662037	SALSOL PROPERTIES, LLC	RENT SUBSIDY	2,098.00 *
W662037	SAN MARCO APTS	RENT SUBSIDY	1,405.00 *
W662037	SARGENT, PAT	RENT SUBSIDY	1,363.00 *

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WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662037	SCHLEIFER, JILL ANN	RENT SUBSIDY	2,518.00 *
W662037	SAN MARINO	RENT SUBSIDY	668.00 *
W662038	SEO, LISA & BRYAN	RENT SUBSIDY	1,372.00 *
W662038	SERRANO WOODS, LP	RENT SUBSIDY	583.00 *
W662038	SHIH, MOLLY	RENT SUBSIDY	1,616.00 *
W662038	SHREEVES PROPERTIES, LLC	RENT SUBSIDY	5,093.00 *
W662038	SCOTT G JOE	RENT SUBSIDY	966.00 *
W662038	SCULLIN, ALFRED L	RENT SUBSIDY	1,387.00 *
W662038	SIGEL, IRV D	RENT SUBSIDY	1,354.00 *
W662038	SERNA, ALVINA	RENT SUBSIDY	671.00 *
W662039	SINGING TREE	RENT SUBSIDY	1,337.00 *
W662039	SIU, BAY	RENT SUBSIDY	1,409.00 *
W662039	SPEARS, JAMES	RENT SUBSIDY	1,092.00 *
W662039	SPRINGDALE STREET APARTMENTS	RENT SUBSIDY	2,431.00 *
W662039	SPRINGSIDE, LLC	RENT SUBSIDY	8,712.00 *
W662039	STANTON GROUP THREE, LLC	RENT SUBSIDY	6,969.00 *
W662039	STANTON GROUP, LLC	RENT SUBSIDY	1,959.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662039	STEWART PROPERTIES	RENT SUBSIDY	1,044.00 *
W662039	STIDHAM, ERICA	RENT SUBSIDY	4,105.00 *
W662039	SILVERSTEIN, IRVIN	RENT SUBSIDY	1,105.00 *
W662039	SILVER COVE APARTMENTS, LP	RENT SUBSIDY	982.00 *
W662039	SOCF LLC	RENT SUBSIDY	1,455.00 *
W662042	SU, UN	RENT SUBSIDY	2,274.00 *
W662042	SUNGROVE SENIOR APTS	RENT SUBSIDY	24,774.00 *
W662042	SUNNYGATE, LLC	RENT SUBSIDY	2,493.00 *
W662042	SUNRISE VILLAGE PROPERTIES, LLC	RENT SUBSIDY	7,811.00 *
W662042	SUNWISE PROPERTIES LLC	RENT SUBSIDY	725.00 *
W662042	SWEIDA, EMILE J	RENT SUBSIDY	1,165.00 *
W662042	SYCAMORE COURT APARTMENTS	RENT SUBSIDY	10,204.00 *
W662042	SYLVAN REALTY INC	RENT SUBSIDY	1,360.00 *
W662042	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	RENT SUBSIDY	1,901.00 *
W662042	STUART DRIVE/ROSE GARDEN APTS	RENT SUBSIDY	87,374.00 *
W662043	TA, VINH	RENT SUBSIDY	2,072.00 *
W662043	TAHAMI, ALI	RENT SUBSIDY	2,017.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662043	TAMERLANE APARTMENTS	RENT SUBSIDY	907.00 *
W662043	TANG, ENLIANG T	RENT SUBSIDY	1,229.00 *
W662043	TDT WASHINGTON, LLC	RENT SUBSIDY	2,309.00 *
W662043	TAMERLANE ASSOCIATES LLC	RENT SUBSIDY	2,470.00 *
W662044	THACH, HENRY	RENT SUBSIDY	2,319.00 *
W662044	THAI, PAULA	RENT SUBSIDY	3,439.00 *
W662044	THE BERNTH FAMILY TRUST	RENT SUBSIDY	2,938.00 *
W662044	THE CORINTHIAN APARTMENTS	RENT SUBSIDY	810.00 *
W662044	THE FLORENTINE APTS	RENT SUBSIDY	1,771.00 *
W662044	THE GROVE SENIOR APARTMENTS	RENT SUBSIDY	39,651.00 *
W662044	THAI, LYNN	RENT SUBSIDY	1,297.00 *
W662044	TH 12622 MORNINGSIDE, LLC ATTN: NATALIE JULIEN	RENT SUBSIDY	253.00 *
W662044	THE KELVIN APARTMENTS	RENT SUBSIDY	1,739.00 *
W662045	THE MEDITERRANEAN APTS	RENT SUBSIDY	1,001.00 *
W662046	THE ROSE GARDEN APTS	RENT SUBSIDY	7,266.00 *
W662048	THULSTRAJ, ANA MARIA	RENT SUBSIDY	2,082.00 *
W662048	THSW PARTNERS, LLC dba DALE APTS	RENT SUBSIDY	6,261.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662049	TIC INVESTMENT COMPANY LLC	RENT SUBSIDY	4,378.00 *
W662050	TLHA PALM LLC	RENT SUBSIDY	2,250.00 *
W662050	TN INVESTMENTS GROUP, LLC	RENT SUBSIDY	18,856.00 *
W662050	TN INVESTMENTS PROPERTIES, LLC	RENT SUBSIDY	25,748.00 *
W662050	TO, KIMTRUNG THI	RENT SUBSIDY	1,615.00 *
W662050	TO, VAN THU	RENT SUBSIDY	6,585.00 *
W662050	TON, TAP THAT	RENT SUBSIDY	2,100.00 *
W662050	TLHA DOTY, LLC	RENT SUBSIDY	2,773.00 *
W662050	TOC TOC, LLC	RENT SUBSIDY	3,008.00 *
W662050	TNL PROPERTY LLC	RENT SUBSIDY	2,642.00 *
W662051	TON, KHANH	RENT SUBSIDY	2,240.00 *
W662051	TONNU, JOANNE C	RENT SUBSIDY	2,425.00 *
W662051	TOPADVANCED, LLC	RENT SUBSIDY	3,555.00 *
W662051	TRAN, ANDREW	RENT SUBSIDY	5,195.00 *
W662051	TRAN, ANH TUYET T	RENT SUBSIDY	1,076.00 *
W662051	TRAN, CATHY	RENT SUBSIDY	1,269.00 *
W662051	TRAN'S APARTMENTS	RENT SUBSIDY	4,313.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662051	TRAN, ANNA THI	RENT SUBSIDY	1,137.00 *
W662051	TRAN, CHRISTINE LINH	RENT SUBSIDY	1,700.00 *
W662053	TRAN, FREDERICK M	RENT SUBSIDY	1,155.00 *
W662053	TRAN, HANG	RENT SUBSIDY	1,409.00 *
W662053	TRAN, HENRY	RENT SUBSIDY	1,069.00 *
W662053	TRAN, HIEP OR TRAN, JACLYN	RENT SUBSIDY	3,201.00 *
W662053	TRAN, HO VAN	RENT SUBSIDY	5,568.00 *
W662053	TRAN, HOA THU	RENT SUBSIDY	1,222.00 *
W662053	TRAN, HUNG QUOC	RENT SUBSIDY	1,032.00 *
W662053	TRAN, JANE	RENT SUBSIDY	1,108.00 *
W662053	TRAN, JIM DUC	RENT SUBSIDY	1,555.00 *
W662053	TRAN, JOSEPH QUANG	RENT SUBSIDY	462.00 *
W662053	TRAN, JOSEPHINE	RENT SUBSIDY	1,870.00 *
W662053	TRAN, KEVIN THANH	RENT SUBSIDY	1,420.00 *
W662053	TRAN, KIM VAN	RENT SUBSIDY	1,447.00 *
W662053	TRAN, LAY THI	RENT SUBSIDY	1,610.00 *
W662053	TRAN, LOC H	RENT SUBSIDY	2,062.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662053	TRAN, HOA	RENT SUBSIDY	392.00 *
W662053	TRAN, JOHNNY	RENT SUBSIDY	2,237.00 *
W662053	TRAN, KHOI NGOC	RENT SUBSIDY	2,531.00 *
W662054	TRAN, LUAN D.	RENT SUBSIDY	954.00 *
W662054	TRAN, LUCIA THUY	RENT SUBSIDY	869.00 *
W662054	TRAN, MAI	RENT SUBSIDY	3,031.00 *
W662054	TRAN, MARY	RENT SUBSIDY	432.00 *
W662054	TRAN, MY T	RENT SUBSIDY	2,266.00 *
W662054	TRAN, NGOC THI	RENT SUBSIDY	1,336.00 *
W662054	TRAN, NHUT NGUYEN	RENT SUBSIDY	3,118.00 *
W662054	TRAN, SON THANH	RENT SUBSIDY	750.00 *
W662054	TRAN, SONNY	RENT SUBSIDY	776.00 *
W662054	TRAN, TAM ANH	RENT SUBSIDY	1,977.00 *
W662054	TRAN, TAM MINH	RENT SUBSIDY	1,645.00 *
W662054	TRAN, NGAN	RENT SUBSIDY	3,012.00 *
W662054	TRAN, MINH	RENT SUBSIDY	1,042.00 *
W662054	TRAN, PHUONG THUY	RENT SUBSIDY	1,390.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662055	TRAN, THERESA T	RENT SUBSIDY	1,136.00 *
W662055	TRAN, THONG	RENT SUBSIDY	1,449.00 *
W662055	TRAN, THU HUONG THI	RENT SUBSIDY	824.00 *
W662055	TRAN, TIM	RENT SUBSIDY	1,331.00 *
W662055	TRAN, TINA	RENT SUBSIDY	4,380.00 *
W662055	TRAN, TRUNG H.	RENT SUBSIDY	1,204.00 *
W662055	TRAN, TRUYEN & HELEN	RENT SUBSIDY	1,923.00 *
W662055	TRAN, TU	RENT SUBSIDY	1,426.00 *
W662055	TRAN, VAN	RENT SUBSIDY	778.00 *
W662055	TRAN, VICTORIA	RENT SUBSIDY	2,202.00 *
W662055	TRAN,BAU	RENT SUBSIDY	976.00 *
W662055	TRAN, PAUL TUAN DUC	RENT SUBSIDY	1,195.00 *
W662055	TRAN, THU-HANG	RENT SUBSIDY	4,101.00 *
W662055	TRAN, TUAN HUY	RENT SUBSIDY	1,169.00 *
W662055	TRAN, TRI	RENT SUBSIDY	896.00 *
W662056	TRANG, TOM	RENT SUBSIDY	2,466.00 *
W662057	TRIEU, NANCY	RENT SUBSIDY	1,327.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662057	TRINH, EMMA	RENT SUBSIDY	1,080.00 *
W662057	TRINH, HAI	RENT SUBSIDY	1,662.00 *
W662057	TRINH, THANH-MAI	RENT SUBSIDY	1,942.00 *
W662057	TRIEU, HONG QUANG	RENT SUBSIDY	1,157.00 *
W662058	TRINH, TUAN	RENT SUBSIDY	1,399.00 *
W662058	TRINH, TUNG XUAN	RENT SUBSIDY	1,426.00 *
W662058	TRUONG, DUNG T	RENT SUBSIDY	309.00 *
W662058	TRUONG, HANH NGOC	RENT SUBSIDY	1,066.00 *
W662058	TRUONG, KHOA BUU	RENT SUBSIDY	1,371.00 *
W662058	TRUONG, STEVE OR HO, NATALIE	RENT SUBSIDY	1,967.00 *
W662058	TRUONG, KENNY N.	RENT SUBSIDY	2,438.00 *
W662060	TRUONG, QUYEN MY	RENT SUBSIDY	1,346.00 *
W662060	TRUONG, TOMMY	RENT SUBSIDY	1,600.00 *
W662061	TSAI, CAROLINE	RENT SUBSIDY	3,505.00 *
W662061	TSAO, YUNGLIN & SHU-MEI	RENT SUBSIDY	1,209.00 *
W662063	TUDOR GROVE	RENT SUBSIDY	74,757.00 *
W662064	TUSTIN AFFORDABLE HOUSING ATTN: OFFICE	RENT SUBSIDY	1,363.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662064	TUSTIN SOUTHERN APTS - OFFICE	RENT SUBSIDY	1,541.00 *
W662064	V W PROPERTY	RENT SUBSIDY	4,464.00 *
W662064	VAZQUEZ, ARTURO ENRIQUEZ	RENT SUBSIDY	2,781.00 *
W662064	VALLEY VIEW SENIOR APTS	RENT SUBSIDY	9,723.00 *
W662064	VAN, RONALD	RENT SUBSIDY	2,345.00 *
W662064	VALDEZ, CONNIE	RENT SUBSIDY	1,142.00 *
W662064	VAN, MINH XUONG c/o KEVIN VAN	RENT SUBSIDY	619.00 *
W662065	VERSAILLES APTS	RENT SUBSIDY	2,877.00 *
W662065	VILLA BARCELONA APTS	RENT SUBSIDY	1,872.00 *
W662066	VINE FULLER LLC	RENT SUBSIDY	1,215.00 *
W662067	VINTAGE CANYON SR APTS	RENT SUBSIDY	1,145.00 *
W662067	VINTAGE FLAGSHIP, LLC	RENT SUBSIDY	3,009.00 *
W662067	VIRAMONTES, ARTHUR E	RENT SUBSIDY	1,076.00 *
W662069	VJ SURGICAL, LLC	RENT SUBSIDY	1,063.00 *
W662069	VLE RENTAL, LLC	RENT SUBSIDY	5,302.00 *
W662069	VO, JEFF	RENT SUBSIDY	1,148.00 *
W662069	VO, KHANH MAI	RENT SUBSIDY	3,985.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662069	VO, HUNG MINH	RENT SUBSIDY	2,143.00 *
W662070	VO, LOAN	RENT SUBSIDY	1,625.00 *
W662070	VO, LOC ANH	RENT SUBSIDY	1,086.00 *
W662070	VO, MICKEY	RENT SUBSIDY	2,700.00 *
W662073	VOLE, TINA NGA	RENT SUBSIDY	2,110.00 *
W662073	VORA, NIPA D	RENT SUBSIDY	3,233.00 *
W662076	VU, ANNIE	RENT SUBSIDY	1,171.00 *
W662076	VU, DAT	RENT SUBSIDY	12,209.00 *
W662076	VU, DAVID	RENT SUBSIDY	1,170.00 *
W662076	VU, DEAN	RENT SUBSIDY	1,352.00 *
W662076	VU, HOA	RENT SUBSIDY	1,203.00 *
W662076	VU, HUAN	RENT SUBSIDY	1,067.00 *
W662076	VU, LEO M	RENT SUBSIDY	1,763.00 *
W662076	VU, LINH DUY	RENT SUBSIDY	2,450.00 *
W662076	VU, MARY ANN	RENT SUBSIDY	846.00 *
W662076	VU, MINH	RENT SUBSIDY	1,412.00 *
W662076	VU, NAM H	RENT SUBSIDY	1,242.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662076	VU, PHUONG MINH	RENT SUBSIDY	1,735.00 *
W662076	VU, TAN DUY	RENT SUBSIDY	2,706.00 *
W662076	VU, TRUNG QUOC	RENT SUBSIDY	2,844.00 *
W662076	VU, VIVIAN	RENT SUBSIDY	2,618.00 *
W662076	VU, DEANNA PHUONG	RENT SUBSIDY	1,548.00 *
W662076	VU, TUONG MANH	RENT SUBSIDY	2,161.00 *
W662076	VU, QUANG DANG	RENT SUBSIDY	1,536.00 *
W662076	VU, KRYSTINA	RENT SUBSIDY	1,576.00 *
W662076	VU, THERESE	RENT SUBSIDY	1,172.00 *
W662076	VU, YEN T.	RENT SUBSIDY	917.00 *
W662077	VUONG, HELEN DO	RENT SUBSIDY	1,770.00 *
W662077	WALDEN APTS	RENT SUBSIDY	4,731.00 *
W662077	WAN, HO PONG	RENT SUBSIDY	1,054.00 *
W662077	WANG, CHARLES	RENT SUBSIDY	4,986.00 *
W662077	WANG, SUZY	RENT SUBSIDY	4,410.00 *
W662077	WEGENER, STELLA	RENT SUBSIDY	951.00 *
W662077	WEISER, IRVING	RENT SUBSIDY	828.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662077	WEISSER INVESTMENTS	RENT SUBSIDY	7,015.00 *
W662077	WESLEY VILLAGE APARTMENTS	RENT SUBSIDY	5,808.00 *
W662077	WESSEIN, HENRY B	RENT SUBSIDY	2,783.00 *
W662077	WALD, DAVID	RENT SUBSIDY	973.00 *
W662077	VUONG, PETER H.	RENT SUBSIDY	1,377.00 *
W662077	WASHINGTON COUNTY HRA	PORTABILITY ADMIN	66.21 *
W662077	WASHINGTON COUNTY HRA	RENT SUBSIDY	222.00 *
W662077	WALDEN GLEN APTS	RENT SUBSIDY	372.00 *
W662078	WESTCHESTER PARK LP	RENT SUBSIDY	1,520.00 *
W662078	WESTLAKE APARTMENTS LLC	RENT SUBSIDY	7,165.00 *
W662078	WESTMINSTER HOUSING PARTNER LP	RENT SUBSIDY	9,635.00 *
W662078	WESTPARK APTS	RENT SUBSIDY	1,334.00 *
W662078	WICK, CINDY OR ED	RENT SUBSIDY	1,150.00 *
W662078	WILSHIRE CREST	RENT SUBSIDY	1,625.00 *
W662078	WINDSOR TOWNE LP	RENT SUBSIDY	806.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
W662078	WINDMILL APARTMENTS	RENT SUBSIDY	6,131.00 *
W662078	WILLOWICK ROYAL ATTN: MANAGER OFFICE	RENT SUBSIDY	409.00 *
W662079	WINDWOOD GLEN APTS	RENT SUBSIDY	1,201.00 *
W662080	WINSTON PLACE, LLC	RENT SUBSIDY	1,270.00 *
W662080	WONDERFUL IDEA, LLC	RENT SUBSIDY	1,311.00 *
W662080	WONG, GIN O	RENT SUBSIDY	7,366.00 *
W662080	WONG, PHILLIP	RENT SUBSIDY	1,461.00 *
W662080	WONG, THOMAS G.	RENT SUBSIDY	1,465.00 *
W662080	WINNIE INVESTMENT	RENT SUBSIDY	6,072.00 *
W662080	WOODBRIIDGE VILLAS APARTMENT HOMES	RENT SUBSIDY	98.00 *
W662080	WOODBRIIDGE VILLAS PARTNERS	RENT SUBSIDY	960.00 *
W662083	YAU, LEON SHU	RENT SUBSIDY	2,324.00 *
W662083	YEOM, JIYUN	RENT SUBSIDY	1,978.00 *
W662084	YOUNG, HENRY H	RENT SUBSIDY	1,071.00 *
W662084	ZARGARI, ROY	RENT SUBSIDY	783.00 *
W662084	ZHAO, GEORGE	RENT SUBSIDY	1,397.00 *
W662084	ZASLAVSKY, EUGENIA	RENT SUBSIDY	4,220.00 *

WARRANTS SUBMITTED TO CITY COUNCIL FOR APPROVAL 05/01/2020

WARRANT	VENDOR	DESCRIPTION	AMOUNT
FINAL TOTAL			3,001,004.32

DEMANDS #661890 - 662084 AND WIRES W661889 - W662084 AS PRESENTED IN THE WARRANT REGISTER SUBMITTED TO THE GARDEN GROVE CITY COUNCIL MAY 1, 2020, HAVE BEEN AUDITED FOR ACCURACY AND FUNDS ARE AVAILABLE FOR PAYMENT THEREOF


PATRICIA SONG - FINANCE DIRECTOR

DIRECT DEPOSITS \$2,618,247.32

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Approval of a Community Workforce Agreement with Los Angeles and Orange Counties Building and Construction Trades Council and Signatory Craft Council and Local Unions. (<i>Action Item</i>)		
		Date:	5/12/2020

OBJECTIVE

To consider approval of a Community Workforce Agreement between the City of Garden Grove, and the Los Angeles and Orange Counties Building and Construction Trades Council, and the signatory Craft Councils and Local Unions.

BACKGROUND

A Community Workforce Agreement ("CWA") is often referred to as a Project Labor Agreement in which the purpose is to promote use of local workforce to complete construction projects and develop a pipeline of construction careers within local communities. This is achieved through a contract between a public agency and local/regional building trades unions that governs labor practices for certain public works construction projects. Typically, the CWA include provisions that establish specific local hiring goals based on community priorities. It is recognized that the goals are aspirational and designed to encourage and promote local hiring with private contractors who bid publicly-funded projects.

DISCUSSION

At the November 12, 2019 City Council meeting, staff presented information related to research conducted on: 1) evaluations of CWAs in Orange County; 2) exploration of possible options for a CWA in Garden Grove; and, 3) initiated discussions with LA/OC Building and Construction Trades Council. Based on the evaluation of existing CWAs in Orange County and California, consideration of a CWA in Garden Grove is achievable. Subsequently, staff received direction to initiate negotiations with the Los Angeles/Orange Counties Building and Construction Trades Council (LA/OC Building Trades) for a CWA. The proposed CWA has taken into consideration review of

other agencies CWA framework and the negotiated CWA terms for consideration are summarized below.

1. CWA Duration: five-year (5) term
2. Project Application:
 - Project Work included in this CWA is based on the City's Capital Improvement Plan for FY 2020-21 through 2024-2025, that may be adjusted annually based on City priorities, funding availability and other considerations.
3. Hiring Targets with 30% of Total Hours Worked from the following:
 - Garden Grove and Orange County
 - Veterans, regardless of residency, primarily through the Helmets to Hardhats Program
 - Graduates of high schools in Garden Grove
 - Disadvantaged individuals including formerly homeless or referrals from non-profits such as Chrysalis Orange County and The Salvation Army
4. Exclusions:
 - Professional, office and other non-manual employees (except for construction inspectors, field/soils and materials testers, and field surveyors).
 - Equipment and machinery operated by City
 - Offsite manufacture and handling of materials
 - Work performed by City employees or by other governmental agencies
 - Work with funding or grant restrictions

The implementation of the CWA will likely require additional resources related to monitoring responsibilities, addressing inquiries, reviewing data and preparing reports on the CWA along with facilitating relations and communications with the LA/OC Trades. Staff will further evaluate options for consideration of future resources and/or explore retention of a third-party consultant firm to assist with administration of the CWA.

Attached is a CWA in Garden Grove that will promote a Local Hiring Initiative, focused on Public Works publically-bid construction projects with emphasis towards: hiring priorities for Garden Grove residents, veterans, disadvantaged individuals; establishing an apprenticeship and/or outreach program with local high schools and community colleges in the City of Garden Grove.

FINANCIAL IMPACT

The CWA will require additional costs for monitoring and administration. Those costs would be built into each related project.

RECOMMENDATION

It is recommended that the City Council consider the following:

- Approval of the CWA with the LA/OC Building and Construction Trades Council; and,
- Authorize the City Manager to execute the CWA on behalf of the City, and take any and all actions as necessary or advisable to implement and administer the CWA.

By: Lisa L. Kim, Assistant City Manager
Community and Economic Development Director; and

Copy: William E. Murray, Public Works Director

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	5/6/2020	Agreement	5-12-20_BTC_proposal_to_the_City_of_Garden_Grove.11am.5.6.20.pdf
Capital Improvement Projects	5/6/2020	Backup Material	5-12-20_Appendix_A_Garden_Grove_Captial_Improvement_Projects_FY_20-25.pdf

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
THE CITY OF GARDEN GROVE
AND
LOS ANGELES/ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL
AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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CITY OF GARDEN GROVE COMMUNITY WORKFORCE AGREEMENT

This Community Workforce Agreement (“Agreement”) is entered into by and between the City of Garden Grove, a municipal corporation (“City”), the Los Angeles/Orange Counties Building and Construction Trades Council (“Council”), and the signatory Craft Councils and Local Unions signing this Agreement (collectively, the “Union” or “Unions”). This Agreement establishes the labor relations Policies and Procedures for the City and for the craft employees represented by the Unions engaged in the City’s Project Work as more fully described below. The City, Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

It is understood by the Parties to this Agreement that if this Agreement is acceptable to the City, it will become the policy of the City for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as “**Attachment A**”), and to require each of its subcontractors, of whatever tier, to become bound. The City shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the City.

ARTICLE I **DEFINITIONS**

Section 1.1 "Agreement" means this Community Workforce Agreement.

Section 1.2 "Apprentice" means those employees indentured and participating in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.3 "Construction Contract" and "Construction Contracts" means any contract entered into by the City as defined by Section 2.2.

Section 1.4 “Contractor” means any individual firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and which has entered into a Construction Contract with the City or any of its contractors or any of the City's or contractor's subcontractors of any tier, with respect to the construction of any part of a Project under contract terms and conditions approved by the City and which incorporate this Agreement.

Section 1.5 "City" means the City of Garden Grove.

Section 1.6 "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

Section 1.7 "Letter of Assent" means the document that each Contractor (of any tier) must sign and submit to the City before beginning any Project Work, which formally binds such

Contractor(s) to adherence to all the forms, requirements, and conditions of this Agreement in the form attached hereto as **Attachment A**.

Section 1.8 “Master Labor Agreements” or “MLA” as used in this Agreement means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

Section 1.9 “Project,” or “Project Work” means the construction work covered under this Agreement to be performed on City property or within easements secured by the City consisting of the construction of public projects, pursuant to a Construction Contract entered into by the City, as more fully described in Article 2, below.

Section 1.10 “Skilled and Trained Workforce” means the Contractor’s use of workers that are skilled and trained in the construction industry as described in Public Contract Code section 2600 et seq.

Section 1.11 “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of a Master Labor Agreement.

Section 1.12 The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

ARTICLE 2

SCOPE OF THE AGREEMENT

Section 2.1 General This Agreement shall apply and is limited to all of the City’s Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the City’s facilities which, jointly, constitute the Project, and have been designated by the City for construction or rehabilitation.

Section 2.2 Specific The work covered by this Agreement is defined and limited to:

(a) All construction, abatement, demolition, renovation, rehabilitation, upgrade and improvement work and new construction work related to the Projects described in the City’s Capital Improvement Plan as identified in **Appendix A** hereto, as such Plan may be modified by the City from time to time are covered by the terms and conditions of this Agreement; and

(b) It is understood by the Parties that the City may at any time, and at its sole discretion, add additional projects under this Agreement not set forth in subsection (a) above.

(c) All contractors shall use a skilled and trained workforce in the performance of all Project Work covered by this Agreement.

Section 2.3 Bundling of Contracts The Parties understand that, to the maximum extent feasible, and consistent with goals of the City to (i) utilize this Agreement as the labor relations policy for its construction and rehabilitation program and (ii) fully utilize the services of local small business enterprises for such construction and rehabilitation work:

(a) The City, in its sole discretion, will seek to group (or “bundle”) for bidding, contracts covered under this Agreement. (Small contracts for like types of work, scheduled to be undertaken at the same facility or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

(b) Project Work will not be split, divided, or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

Section 2.5 Exclusions Items specifically excluded from the Scope of this Agreement include the following:

(a) Work of non-manual employees, including but not limited to: superintendents; supervisors; staff engineers; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(b) Equipment and machinery owned or controlled and operated by the City;

(c) All off-site manufacture and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

(d) All employees of the City, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the City (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) and Field Surveyors are covered crafts under the CWA. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Crafts. For Inspectors, this shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector and Surveyor performing work under their respective wage classifications under a professional services agreement or a construction contract shall be bound to all applicable requirements of the CWA. Should an existing Professional Services Agreement, which was entered into prior to the effective date of this Agreement, for inspection or survey services expire and/or a new Professional Services Agreement be awarded during the term of this Agreement, such new contract shall be covered under the terms of this Agreement for its term. Project Work as defined

by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

(e) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the City or its Contractors (for work for which is not within the scope of this Agreement);

(f) Off-site maintenance of leased equipment and on-site supervision of such work;

(g) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(h) Non-construction support services contracted by the City, or Contractor in connection with Project Work;

(i) Off-site laboratory work for testing; and

(j) Work on the Project performed as a result of an emergency or circumstances requiring immediate action, provided that a good faith effort is used to assure that such work is performed under this Agreement.

Section 2.6 Awarding of Contracts

(a) The City and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is willing, ready and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in **Attachment A** hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the City and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) The City agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the City shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.7 Coverage Exception

(a) This Agreement shall not apply if the City receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the City not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The City agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.8 Master Labor Agreements

(a) The provisions of this Agreement, including the MLAs, (which are the local Master Labor Agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

(b) It is understood that this Agreement, together with the referenced MLA's, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory Participation Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this

Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the documents described herein, with the appropriate Craft Union prior to the subcontractor beginning work on covered Projects.

Section 2.9 Workers' Compensation Carve-out The Parties recognize the potential which the Project Work may provide for the implementation of a cost-effective workers' compensation system, as permitted by revised California Labor Code Section 3201.5, and it is understood that the City is in an ongoing review of the value of such a program. Should the City request, the Union parties agree to meet and negotiate in good faith with representatives of the City for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the California Labor Code.

Section 2.10 Binding Signatories Only This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.11 Other City Work This Agreement shall be limited to the Project Work within the Scope of this Agreement. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, or which may be performed by City Employees, on its property or in and around a Project site.

Section 2.12 Separate Liability It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the City and/or any Contractor.

Section 2.13 Completed Project Work As areas of covered work are accepted by the City, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the City or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the City.

ARTICLE 3

UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Contractors further recognize that the Unions shall be the primary source of all craft labor employed on Project Work. In the event that a Contractor has its own core workforce, said Contractor shall follow the procedures outlined below.

Section 3.2 Contractor Selection of Employees The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, unless expressly limited or required by a specific provision of this

Agreement or an MLA. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any required reporting pay; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures

(a) For signatory Unions now having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the City to encourage employment of City residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

(b) The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The local Unions will work with their affiliated regional and national unions, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the City, for entrance into joint labor/management apprenticeship programs, or to participate in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the City.

(c) The Union shall not knowingly refer an employee currently employed by a Contractor on a covered Project to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting The Unions and the Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. Further, it is recognized that the City has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere with local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the City's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Residents

(a) The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft “Local Residents” as defined herein, to fulfill the requirements of the Contractors. In recognition of the fact that the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas as further described in this Section 3.5.

(b) The Parties hereby establish a goal that 30% of all construction labor hours worked on the Project shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified Area Residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as “**Attachment B**”, second, in those second tier zip codes which overlap the cities adjacent to the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as “**Attachment B**”, and third, within the remainder of the County of Orange U.S. Postal Service zip codes, attached hereto as “**Attachment B**.” For dispatch purposes, employees described in this Section 3.5(b), as well as those described in subsections (c) thru (e), below, shall be referred to as “Local Residents.”

(c) Veterans regardless of residency.

(d) Graduates of high schools located in Garden Grove, regardless of residency.

(e) Disadvantaged individuals residing within Orange County, that may include, but are not limited to, formerly homeless individuals or referrals from non-profit organizations such as Chrysalis Orange County or The Salvation Army.

(f) A goal of 30% of the total work hours performed on the Project shall be from Local Residents.

(g) The Unions agree to support pre-apprentice referral programs in the City or County of Orange. Further, the Unions agree to place on their referral roles or in the apprentice training programs, as appropriate and needed, qualified person sent to them by designated City organizations or other organizations working with the City to increase construction industry work opportunities for Local Residents. Additionally, Unions agree to collaborate with local non-profit organizations and high schools in Garden Grove to inform individuals about career opportunities through apprenticeships and to conduct joint outreach to recent graduates through participation in job fairs or other career events.

Section 3.6 To facilitate the dispatch of Local Residents and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Project, a sample of which is attached as **Attachment C**. When Local Residents and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions’ hiring halls’ list and normal referral procedures.

Section 3.7 Helmets to Hardhats The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement the term “Eligible Veteran” shall have the same meaning as the term “veteran” as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified City resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.8 Core Employees

(a) Contractors not independently signatory to a Master Labor Agreement with the Union(s) that represent the employees which the Contractor employs, may hire, as needed, first, a member of their core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors which are not independently signatory to a Master Labor Agreement and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the Union referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a Project site.

(b) The core work force is comprised of those employees whose names appeared on the Contractor’s active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who have worked at least two-thousand (2,000) hours in the construction craft in which they are employed, during the prior four (4) years; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and who have been residing within the first tier zip codes for the one hundred (100) working days immediately prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the

Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address, and such other documentation) evidencing the core employee's qualification as a core employee to the Council.

(d) Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.9 Time for Referral If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to their first day of employment at a project site.

Section 3.10 Lack of Referral Procedure If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.11 Individual Seniority Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

ARTICLE 4

UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives notify the person charged with on-site project supervision and fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards

(a) Each signatory local Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge The Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice have been given.

Section 4.4 Employees on Non-Project Work On work where the personnel of the City may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the City personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5

WAGES AND BENEFITS

Section 5.1 Wages All craft employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to pay all of the wages set forth in those MLAs without reference to the forgoing.

Section 5.2 Benefits

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee-authorized deductions in the amounts designated in the appropriate MLA, however, such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination.

Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLA are required to make all contributions set forth in those MLA without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify under penalty of perjury and provide that certification to the City and to maintain records evidencing that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, a Union shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made. In the event of failure of a prime Contractor or subcontractor to timely make the delinquent payments, a Union may request that the City or the prime Contractor withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws The Parties agree that the City shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Article 2, Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the City for processing, investigation, and resolution, and if not resolved within thirty calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6

WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the City or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives, or the employees they represent shall constitute a violation of this

Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce The City or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of the MLA's If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

(a) Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of Contractors covering the same type of construction work in Orange County.

(b) Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its craft employees.

(c) Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to

paragraph (a) above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option (b).

Section 6.5 No Lockouts Contractors shall not cause, incite, encourage, condone, or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the City’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations

(a) If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the City. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order, and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the City, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The Executive Secretary and the leadership of the involved Union(s) will promptly notify and use their best efforts to cause the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

(a) fails to timely pay its weekly payroll; or

(b) fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable MLA. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless a lesser period of time is provided in the Union’s MLA, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and to the City. Union will meet within the ten (10) day period to attempt to resolve the dispute.

(c) Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure Any party, including the City, which the Parties agree is a Party to the Agreement for purposes of this Article and an intended beneficiary

of this Article, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1 or 6.5, above, or Section 7.3 is alleged.

(a) The Party invoking this procedure shall notify Louis Zigman who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, as set forth under section 9.2, Step 3 (a), in that order on an alternating basis. Expenses incurred in arbitration shall be borne equally by the Contractor and Union involved in the arbitration and the decision of the arbitrator shall be final and binding on the Contractor and Union, provided, however, that the arbitrator shall not have the authority to alter or amend or add to or delete from the provisions of this Agreement in any way. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary and the Senior Official(s) as required by Section 6.6, as above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed 24 hours unless otherwise agreed upon by all Parties. A failure of any Contractor or Union to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 6.1 or 6.5, above, or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation, or mitigation of such violation or to award damages, (except for damages as set forth in 6.8 below) which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any Contractor or Union desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other Party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 6.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown on their business contract for work under this Agreement (for a Contractor) and to the

representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Contractor and Union to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Contractor and Union initiating this procedure and the respondent Party or Parties.

ARTICLE 7

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the “Plan”) or any successor Plan.

Section 7.2 The Plan All jurisdictional disputes on this Project Work between or among the building and construction trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding, and conclusive on the Contractors and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator’s hearing on the dispute shall be held at the offices of the Trades Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor’s assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences As provided in Article 13, each Contractor will conduct a pre-job conference with the appropriate affected Union(s) prior to commencing work; provided however, at no time shall the City be responsible for additional costs related to, associated with, or resulting from Union(s) jurisdictional disputes. The Council and the City shall be advised in advance of all such conferences and may participate if they wish.

Section 7.5 Resolution of Jurisdictional Disputes If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set

forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8

MANAGEMENT RIGHTS

Section 8.1 **Contractor and City Rights** The Contractors and the City have the sole and exclusive right and authority to oversee and manage construction operations on Project Work, as set forth in this Article, without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with City approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and
- (f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 **Specific City Rights** In addition to the following and other rights of the City enumerated in this Agreement, the City expressly reserves its management rights and all the rights conferred on it by law. The City's rights include but are not limited to the right to:

- (a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;
- (b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location;
- (c) At its sole option, terminate, delay and/or suspend any and all portions of the covered work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the City services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole

judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of the Project Work. In order to permit the Contractors and Unions to make appropriate scheduling plans, the City will provide the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the applicable MLA;

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, in the matter set forth in Articles 6 and 9.

Section 8.3 Use of Materials There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work.

Section 8.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment, and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment, and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment, and systems without incident;

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install, or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9

SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the local Unions, and working with the City and the Contractors, to complete the construction of the Project economically, efficiently, continuously and without any interruption, delays or work stoppages.

(b) The Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

(c) The Unions and/or Council shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLA's, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.4 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his local Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the local Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing

and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved local Union or his designee, together with the site representative of the involved Contractor, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the other party to the grievance (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Edna Francis; (2) Louis Zigman; (3) Fredric Horowitz; (4) Sara Adler; (5) William Rule; (6) Walt Daugherty; and (7) Michael Rappaport. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add too, or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures The procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice The City shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the City may, in its sole discretion, designate a City staff member to participate fully as a party in all proceedings at such steps.

ARTICLE 10

REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment, and applications for employment. All employees shall comply with the safety

regulations established by the City or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance The Parties agree that the City shall require, and that the Council and Unions may monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of the Council to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the City procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance All Contractors shall comply with the State laws and regulations on prevailing wages. Compliance with this obligation may be enforced by the appropriate parties through Article 9 above. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or the Department of Industrial Relations (DIR).

Section 10.4 Violations of Law Should there be a finding by a Court or administrative tribunal of competent jurisdiction that a Contractor violated Federal and/or State law or regulation, the City, upon notice to the Contractor that it or its Subcontractors is in such violation (including finding of non-compliance with the California Prevailing Wage obligations as enforced pursuant to DIR regulations), make take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the City and the Contractor, the City may cause the Contractor to remove from Project Work any subcontractor who is in violation of Federal and/or State law.

ARTICLE 11

SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 11.1 Safety

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and craft employee compliance with applicable safety regulations established by the Division of Occupational Safety and Health (Cal/OSHA), or City safety rules, or Contractor safety rules. It is understood that craft employees have an individual obligation to use diligent care to perform their work in a safe manner to protect themselves and the property of the Contractor and the City.

(b) Craft employees shall be bound by the safety, security and visitor rules established by the Contractor and/or the City. The rules will be published and posted. A craft employee's failure to satisfy his /her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The Parties adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment D** and which shall be the policy and procedure utilized under this Agreement.

(d) Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all craft employees as required by State law and regulations.

ARTICLE 12

APPRENTICES

Section 12.1 Importance of Training The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the City, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The City and the Council will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 12.2 Use of Apprentices

(a) Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The City shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers. The Unions will assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft,

or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeable occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Council.

ARTICLE 13

PRE-JOB CONFERENCES

Each Primary Contractor which is awarded a Construction Contract by the City for Project Work shall conduct a Pre-Job conference with the appropriate affected Union(s) prior to commencing work. All Contractors who have been awarded contracts by the Primary Contractor shall attend the Pre-Job conference. The Council and the City shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Primary Contractor and all Contractors at the Pre-Job conference in accordance with industry practice. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Should there be any formal jurisdictional dispute raised under Article 8, the City shall be promptly notified. Primary Contractor shall have available at the Pre-Job conference the plans and drawing for the work to be performed on the Project.

ARTICLE 14

WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among the Local Residents residing within the geographic area serviced by the City, to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for these Local Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

- a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Local Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and
- b) Assist Local Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Local Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Local Residents for work on this Project; and

c) Support local events and programs designed to recruit and develop adequate numbers of qualified workers in the construction industry.

ARTICLE 15

SAVINGS AND SEPARABILITY

Section 15.1 Savings Clause It is not the intention of the City, Contractor, or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders The Parties recognize the right of the City to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the City, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

ARTICLE 16

WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 17

AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded, or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 18

DURATION OF THE AGREEMENT

Section 18.1 Duration

(a) This Agreement shall be effective from the date signed by all Parties for all contracts that are executed after _____, 2020, and shall remain in effect for a period of five (5) years; provided, however, that this Agreement may be extended by mutual written agreement of the Parties. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

(b) After the first three (3) years of this Agreement, City staff may submit a report to the City summarizing efforts undertaken to implement the Work Opportunities Program including outreach and efforts to increase the number of local skilled workers in the City of Garden Grove and among Local Residents. Upon the request of the City, after submittal and review of such report, the Parties shall meet to discuss potential changes to this Agreement, which changes shall be mutually upon and put in writing in the form of an amendment to this Agreement.

(c) This Agreement may be extended by mutual consent of the City and the signatory Unions for such further periods as the Parties shall agree to.

Section 18.2 Turnover and Final Acceptance of Completed Work

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section, or segment has been turned over to the City by the Contractor and the City has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the City or third parties with the approval of the City, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the City to engage and repairs or modifications required by its contract(s) with the City.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the City and Notice of Completion is issued by the City or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the City pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

CITY OF GARDEN GROVE

LOS ANGELES/ORANGE COUNTIES
BUILDING & CONSTRUCTION
TRADES COUNCIL

By: _____

Scott C. Stiles
City Manager

By: _____

Ron Miller
Executive Secretary

Attest:

City Clerk

Approve as to form:

City Attorney

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 500)	_____
Electricians (Local 441)	_____
Elevator Constructors (Local 18)	_____
Gunit Workers (Local 345)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
District Council of Laborers	_____
Laborers Local 652	_____
Laborers (Local 300) (remediation)	_____
Laborers (Local 1184)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
Pipe Trades (Pipefitters Local 250)	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Plumbers Local 582)	_____
Pipe Trades (Sprinkler Fitters Local 709)	_____
Plasterers (Local 200)	_____
Plaster Tenders Local (1414)	_____
Roofers & Waterproofers (Local 220)	_____
Sheet Metal Workers (Local 105)	_____
Teamsters (Local 952)	_____
Teamsters (Local 986)	_____
Southwest Regional Council of Carpenters	_____

ATTACHMENT A – LETTER OF ASSENT

To be signed by all contractors awarded work covered by the Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]

City of Garden Grove

1234 address

City, state, zip code

Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Garden Grove Community Workforce Agreement effective _____, 2020_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely.

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

Contractor's State License No: _____

Project Name: _____

[Copies of this letter must be submitted to the City and to the Council.]

ATTACHMENT B

LOCAL RESIDENT ZIP CODES

(TIER 1 – City of Garden Grove)

92840	92843	92846
92841	92844	
92842	92845	

(TIER 2 – Cities adjacent to the City of Garden Grove)

90680	<u>92728</u>	<u>92816</u>
90721	92735	<u>92817</u>
92683	<u>92799</u>	92825
<u>92684</u>	<u>92801</u>	92850
<u>92685</u>	<u>92802</u>	<u>92856</u>
<u>92701</u>	<u>92803</u>	<u>92857</u>
<u>92702</u>	<u>92804</u>	<u>92859</u>
<u>92703</u>	<u>92805</u>	<u>92863</u>
<u>92704</u>	<u>92806</u>	<u>92864</u>
<u>92705</u>	<u>92807</u>	<u>92865</u>
<u>92706</u>	<u>92809</u>	<u>92866</u>
<u>92707</u>	<u>92812</u>	<u>92867</u>
<u>92708</u>	<u>92814</u>	<u>92868</u>
<u>92711</u>	<u>92815</u>	<u>92869</u>
<u>92712</u>		

(TIER 3)

[The Remaining Zip Codes in Orange County]

ATTACHMENT C

CITY OF GARDEN GROVE CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and fax this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

The City of Garden Grove Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from Veterans and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum Pre-Apprenticeship Program, regardless of where they reside, and qualified area residents residing: first, in those first tier zip codes which overlap the area covered by the City, as reflected on the list of U.S. Postal Service zip codes attached hereto as "Attachment B", second, in those second tier zip codes which overlap the cities adjacent to the City, as reflected on the list of U.S. Postal Service zip codes and third, within the remainder of the County of Orange, attached hereto as Attachment "B." For dispatch purposes, employees described herein shall be referred to as "Local Residents."

TO THE UNION: Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** () _____ **Date:** _____
Cc: City Engineer
From: Company: _____ Issued By: _____
Contact Phone: () _____ Contact Fax: () _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____
Report to: _____ On-site Tel: _____ On-site Fax: _____
Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a: (check all that apply)		
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Local Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Contractors may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or

in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the National Institute on Drug Abuse (NIDA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the National Institute on Drug Abuse. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by NDA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which

is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Contractors will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a N.I.D.A. certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the

parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations, and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTION

APPENDIX A

CUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	.02%	CG/MS	.02%
Amphetamines	EMIT	1000 ng/ml*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	300 ng/ml*	CG/MS	300 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	100 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

* NTDA specified threshold

** A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

SIDE LETTER OF AGREEMENT
TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

APPENDIX A

COVERED CITY OF GARDEN GROVE CAPITAL IMPROVEMENT PROJECTS

CAPITAL IMPROVEMENT PLAN

FY 2020/2021 TO 2024/2025

CITY OF GARDEN GROVE

**PUBLIC WORKS
ENGINEERING
2020-21**

Projects	Basic/Special Fund	Grant/ Unfunded	Total Cost
<u>ARTERIAL STREET IMPROVEMENTS</u>			
	\$ 300,000 (062)		\$ 300,000
1 Euclid Rehabilitation (Lampson - Chapman) Total Cost: \$2.3M	\$ 1,574,000 (422)	\$ -	\$ 1,574,000
	(422)	\$ -	\$ -
2 Magnolia Rehabilitation (Shelly - Katella) Cost TBD	\ (062)	\$ -	\$ -
3 Lampson Ave. Rehabilitation - Brookhurst to Nelson (\$725K)	\$ 725,000 (062)	\$ -	\$ 725,000
4 Brookhurst St. Slurry Seal - Westminster to Trask (\$175K)	\$ 175,000 (062)	\$ -	\$ 175,000
5 Ward Street Rehabilitation (Hazard to South City Limits)	\$ 1,250,000 TBD		\$ 1,250,000
6 PW Operational Budget Set Aside - Median Maintenance	\$ 150,000 (061)	\$ -	\$ 150,000
7 PW Operational Budget Set Aside - Tree Maintenance	\$ 150,000 (061)	\$ -	\$ 150,000
Subtotal	\$ 4,324,000	\$ -	\$ 4,324,000
<u>RESIDENTIAL STREET IMPROVEMENTS</u>			
1 Maurene, Barclay / Other Residential Streets (CDBG Funded)	TBD	TBD (161)	\$ -
	\$ 90,000 (422)		\$ 90,000
	\$ 100,000 (062)		\$ 100,000
2 Local St. Improvements Set Aside (Acacia Storm Drain)	\$ 700,000 (061)	TBD	\$ 700,000
3 Residential Overlay Program	\$ 1,000,000 (075)	\$ -	\$ 1,000,000
4 Concrete Replacement Program	\$ 234,000 (111)	\$ -	\$ 234,000
Subtotal	\$ 2,124,000	\$ -	\$ 2,124,000
<u>STORM DRAIN IMPROVEMENTS</u>			
TBD		\$ -	\$ -
Subtotal	\$ -	\$ -	\$ -
<u>TRAFFIC IMPROVEMENTS</u>			
1 Amber Alert Message Sign Repairs	\$ 120,000 TBD		
2 Citywide Speed Survey (Contractual Costs)	\$ 100,000 TBD	\$ -	\$ 100,000
Cycle 10 HSIP Application- City's Match Set Aside Brookhurst / Woodbury Left-Turn Phasing			
3 Chapman / Springdale Left-Turn Phasing	\$ 60,000 TBD	\$ -	\$ 60,000
Subtotal	\$ 280,000	\$ -	\$ 160,000
TOTAL COST	\$ 6,728,000	\$ -	\$ 6,608,000
UNAPPROPRIATED BALANCE	\$ 726,000		

**FISCAL YEAR 2020-21
FUNDS AVAILABLE
(FY 20/21 ESTIMATED REVENUE)**

ENGINEERING BASIC/SPECIAL			RESIDENTIAL STREET BASIC/SPECIAL		
Gas Tax (Sec. 2105)	(061)	\$ 1,000,000	Gas Tax (Sec. 2103)	(075)	\$ 1,000,000
Gas Tax (SB1)	(062)	\$ 2,600,000	General Fund	(111)	\$ 234,000
Measure M-2 Fairshare	(422)	\$ 2,500,000	Sub Total		<u>\$ 1,234,000</u>
Sub Total		<u>\$ 6,100,000</u>			
GRAND TOTAL					<u>\$ 7,334,000</u>

**PUBLIC WORKS
ENGINEERING
2021-2022**

Projects	Basic / Special	Grant/ Unfunded	Total Cost
<u>ARTERIAL STREET IMPROVEMENTS</u>			
1 Magnolia St. Rehabilitation - Katella to Shelley (\$1.4M)	\$ 1,400,000 (422)	\$ -	\$ 1,400,000
2 Hazard St. Rehabilitation - Brookhurst to Ward (\$500k)	\$ 500,000 (422)	\$ -	\$ 500,000
	\$ 85,000 (422)	\$ -	\$ 85,000
3 Lampson St. Rehabilitation - Dale to Magnolia (\$600K)	\$ 515,000 (061)	\$ -	\$ 515,000
4 PW Operational Budget Set Aside - Median Maintenance	\$ 150,000 (061)	\$ -	\$ 150,000
5 PW Operational Budget Set Aside - Tree Maintenance	\$ 150,000 (061)	\$ -	\$ 150,000
Subtotal	\$ 2,800,000	\$ -	\$ 2,800,000
<u>RESIDENTIAL STREET IMPROVEMENTS</u>			
1 Residential Overlay Program	\$ 1,000,000 (075)	\$ -	\$ 1,000,000
2 Concrete Replacement Capital	\$ 234,000 (111)	\$ -	\$ 234,000
Subtotal	\$ 1,234,000	\$ -	\$ 1,234,000
<u>STORM DRAIN IMPROVEMENTS</u>			
1 Acacia Storm Drain Project	\$ 2,000,000 (062)		\$ 2,000,000
	\$ 2,000,000	\$ -	\$ 2,000,000
<u>TRAFFIC IMPROVEMENTS</u>			
1 2020 TSSP Set Aside (Euclid TSSP = \$165K)	\$ 165,000 (422)		\$ 165,000
2 Traffic Signal Modifications	\$ 150,000 (422)		\$ 150,000
3 New Traffic Signals	\$ 200,000 (422)		\$ 200,000
Subtotal	\$ 515,000	\$ -	\$ 515,000
 TOTAL	 \$ 6,549,000	 \$ -	 \$ 6,549,000
 UNAPPROPRIATED BALANCE	 \$ 785,000		

**FISCAL YEAR 2021-22
FUNDS AVAILABLE
(FY 20/21 ESTIMATED REVENUE)**

ENGINEERING BASIC/SPECIAL			RESIDENTIAL STREET BASIC/SPECIAL		
Gas Tax (Sec. 2105)	(061)	\$ 1,000,000	Gas Tax (Sec. 2103)	(075)	\$ 1,000,000
Gas Tax (SB1)	(062)	\$ 2,600,000	General Fund	(111)	\$ 234,000
Measure M-2 Fairshare	(422)	\$ 2,500,000	Sub Total		<u>\$ 1,234,000</u>
Sub Total		<u>\$ 6,100,000</u>			
GRAND TOTAL					<u>\$ 7,334,000</u>

**PUBLIC WORKS
ENGINEERING
2022-2023**

Projects	Basic / Special	Unfunded	Total Cost
<u>ARTERIAL STREET IMPROVEMENTS</u>			
1 Arterial Rehabilitation Program - (PMP)*	\$ 1,612,000	\$ -	\$ 1,612,000
2 Citywide Intersection Improvement Program		\$ 1,000,000	\$ 1,000,000
Subtotal	\$ 1,612,000	\$ 1,000,000	\$ 2,612,000
<u>RESIDENTIAL STREET IMPROVEMENTS</u>			
1 Residential Overlay Program - (PMP)*	\$ 1,000,000	\$ -	\$ 1,000,000
2 Concrete Replacement Capital	\$ 230,000		\$ 230,000
Subtotal	\$ 1,230,000	\$ -	\$ 1,230,000
<u>STORM DRAIN IMPROVEMENTS</u>			
1 Drainage Projects	\$ 500,000		\$ 500,000
Subtotal	\$ 500,000	\$ -	\$ 500,000
<u>TRAFFIC IMPROVEMENTS</u>			
1 Intersection Safety Improvements	\$ 50,000		\$ 50,000
2 Traffic Signal Modifications	\$ 150,000		\$ 150,000
3 New Traffic Signals	\$ 200,000		\$ 200,000
Subtotal	\$ 400,000	\$ -	\$ 400,000
TOTAL	Total Funded \$ 3,742,000	Total Unfunded \$ 1,000,000	Grand Total \$ 4,742,000

* Per 2018 Pavement Management Plan (PMP), annual funding level should be \$25 million to maintain adequate pavement condition index.

**PUBLIC WORKS
ENGINEERING
2023-2024**

Projects	Basic / Special	Unfunded	Total Cost
<u>ARTERIAL STREET IMPROVEMENTS</u>			
1 Arterial Rehabilitation Program - (PMP)*	\$ 1,612,000	\$ -	\$ 1,612,000
2 Citywide Intersection Improvement Program		\$ 1,000,000	\$ 1,000,000
Subtotal	\$ 1,612,000	\$ 1,000,000	\$ 2,612,000
<u>RESIDENTIAL STREET IMPROVEMENTS</u>			
1 Residential Overlay Program - (PMP)*	\$ 1,000,000	\$ -	\$ 1,000,000
2 Concrete Replacement Capital	\$ 230,000	\$ -	\$ 230,000
Subtotal	\$ 1,230,000	\$ -	\$ 1,230,000
<u>STORM DRAIN IMPROVEMENTS</u>			
1 Drainage Projects	\$ 500,000	\$ -	\$ 500,000
Subtotal	\$ 500,000	\$ -	\$ 500,000
<u>TRAFFIC IMPROVEMENTS</u>			
1 Intersection Safety Improvements	\$ 50,000	\$ -	\$ 50,000
2 Traffic Signal Modifications	\$ 150,000	\$ -	\$ 150,000
3 New Traffic Signals	\$ 200,000	\$ -	\$ 200,000
Subtotal	\$ 400,000	\$ -	\$ 400,000
TOTAL	Total Funded	Total Unfunded	Grand Total
	\$ 3,742,000	\$ 1,000,000	\$ 4,742,000

* Per 2018 Pavement Management Plan (PMP), annual funding level should be \$25 million to maintain adequate pavement condition index.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	City Council review and confirmation of the necessity for continuing the Local Emergency related to the on-going threat of the COVID-19 Pandemic, and confirmation of the Director of Emergency Services Executive Orders related thereto. (<i>Action Item</i>)		
		Date:	5/12/2020

OBJECTIVE

For the City Council to review and confirm the necessity for continuing the Local Emergency related to the on-going threat of the COVID-19 pandemic, and to confirm the Director of Emergency Services Executive Orders related to the same.

BACKGROUND

On March 17, 2020, the City Manager acting as the Director of Emergency Services pursuant to section 6.08.070 of the Garden Grove Municipal Code proclaimed the existence of a local emergency within the City in response to the crisis created by the spread of the novel coronavirus disease, COVID-19. This local emergency followed 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.

Pursuant to the Municipal Code, the City Council adopted Resolution 9613-20 ratifying the proclamation of the local emergency on March 24, 2020. The California Emergency Services Act, Government Code section 8630(c) requires the City Council to review the need for continuing the local emergency at least once every 60 days until the City Council terminates the local emergency.

DISCUSSION

Following the City Council's adoption of Resolution No. 9613-20, ratifying the

existence of the local emergency, the City Manager acting as the Director of Emergency Services adopted two separate executive orders in relation to the local emergency:

- On March 26, 2020, the Director of Emergency Services adopted an order extending the local emergency and the orders issued pursuant to the initial proclamation that were set to expire on March 31, 2020 to April 17, 2020.
- On April 15, 2020, the Director of Emergency Services issued Executive Order No. 2 further extending the orders set to expire on April 17, 2020 indefinitely to run concurrently with the executive orders of the Governor of the State of California.

Copies of the Director's executive orders are attached to this report for the City Council's review.

The City Council should note that the eviction moratorium will expire on May 31, 2020, per the terms of the moratorium and the Governor's Executive Order No. EO-N-28-20. On the other hand, the following orders will continue unless the Director or the City Council determine otherwise:

1. Activation of the Emergency Operation Center.
2. Within the boundaries of the City of Garden Grove, the Public Health Experts' recommendations shall be deemed mandatory.
3. 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 and Family Resource Center.
 - (b) The Tiny Tot program will be cancelled 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 left in the 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 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 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) Council meetings and Housing Authority meetings will be held in the Garden Grove Community Meeting Center Council Chamber; however, public seating will be moved to the adjoining Constitution Room. Council Members 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, and also accessible on Spectrum Cable Channel 3.

4. Suspension of street sweeping citations.

5. Suspension of water shut-offs for non-payment. Late payments will be accepted without penalty.

6. 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.

The City council may leave the foregoing orders to continue to run concurrently with the Governor's executive orders, or as determined by the Director based on changed circumstances, or the Council may give further direction to the Director.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Review and confirm the necessity for continuing the local emergency declared in response to the COVID-19 pandemic; and
- Confirm the Director of Emergency Services's Executive Orders related thereto issued on March 26 and April 15, 2020.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Executive Order No. 1	5/4/2020	Backup Material	Executive_Order_re_COVID-19-_March_26__2020_(2).pdf
Executive Order No. 2	5/4/2020	Backup Material	Executive_Order_No._2_-_4-15-2020.pdf
Resolution No. 9613-20	5/6/2020	Resolution	9613-20_GG_Council_Resolution_re_Proclamation_of_Emergency_(2).pdf



CITY OF GARDEN GROVE
DIRECTOR OF EMERGENCY SERVICES
EXECUTIVE ORDER

March 26, 2020

Whereas, on February 26, 2020 the County of Orange declared a local emergency and a local health emergency due to the spread of the novel coronavirus, COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California due to COVID-19. On March 13, 2020, United State President Donald J. Trump declared a national emergency due to COVID-19; and

Whereas, on March 16, 2020 effective at 12:01 a.m. on March 17, 2020 the Garden Grove Director of Emergency Services did proclaim the existence of a local emergency due to COVID-19; and

Whereas, on March 24, 2020 the Garden Grove City Council ratified the proclamation of the local emergency in the City due to COVID-19 and confirmed the imposition of the various local orders applicable in the City during the existence of the local emergency, including the activation of the Emergency Operation Center, closure of various City facilities and cancellation of programs thereon, suspension of street sweeping citation, suspension of water shut-offs, 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.

NOW, THEREFORE, I, Scott C. Stiles, City Manager of the City of Garden Grove, acting as the Director of Emergency Services do hereby issue the following orders to become effective immediately:

1. The orders issued pursuant to the proclamation of the local emergency scheduled to expire on March 31, 2020 are hereby extended through Friday, April 17, 2020.
2. Late payments for water bills will be accepted without penalty if paid by May 1, 2020.

Executed this 26th day of March, 2020



Scott C. Stiles
Director of Emergency Services and
City Manager

Attest:



Teresa Pomeroy
City Clerk



CITY OF GARDEN GROVE
DIRECTOR OF EMERGENCY SERVICES
EXECUTIVE ORDER NO. 2

April 15, 2020

Whereas, on February 26, 2020 the County of Orange declared a local emergency and a local health emergency due to the spread of the novel coronavirus, COVID-19. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California due to COVID-19. On March 13, 2020, United State President Donald J. Trump declared a national emergency due to COVID-19; and


Whereas, on March 16, 2020 effective at 12:01 a.m. on March 17, 2020 the Garden Grove Director of Emergency Services did proclaim the existence of a local emergency due to COVID-19; and

Whereas, on March 24, 2020 the Garden Grove City Council ratified the proclamation of the local emergency in the City due to COVID-19 and confirmed the imposition of the various local orders applicable in the City during the existence of the local emergency, including the activation of the Emergency Operation Center, closure of various City facilities and cancellation of programs thereon, suspension of street sweeping citations, suspension of water shut-offs, moratorium on rent evictions and foreclosures, 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.

NOW, THEREFORE, I, Scott C. Stiles, City Manager of the City of Garden Grove, acting as the Director of Emergency Services do hereby issue the following orders to become effective immediately:

1. The orders issued pursuant to the proclamation of the local emergency scheduled to expire on March 31, 2020 and extended through Friday, April 17, 2020 are hereby extended until further notice to run concurrently with the Executive Orders of the Governor of the State of California.
2. Late payments for water bills will be accepted without penalty until further notice.

Executed this 15th day of April 2020.



Scott C. Stiles
Director of Emergency Services and
City Manager

Attest:



Teresa Pomeroy
City Clerk

GARDEN GROVE CITY COUNCIL

RESOLUTION NO. 9613-20

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 temporary 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 2020.

ATTEST:

/s/ STEVEN R. JONES
MAYOR

/s/ TERESA POMEROY, CMC
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Garden Grove, California, at a meeting held on March 24, 2020, by the following vote:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN D., BUI KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

/s/ TERESA POMEROY, CMC
CITY CLERK

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of the Fourth Amendment to the Agreement with the County of Orange to provide forensic services. (Cost: \$555,505) (<i>Action Item</i>)	Date:	5/12/2020

OBJECTIVE

To secure City Council approval of the Fourth Amendment of the Agreement with the County of Orange to provide forensic services for the City of Garden Grove Police Department.

BACKGROUND

Since 1996, the City has contracted with the County for forensic services. The Orange County Crime Lab provides these services and is the only local forensic lab that can provide all the forensic services required by the City of Garden Grove. Historically, we have had five-year agreements with the County of Orange. Fiscal Year 2016-17 was the first year of the current contract, and Fiscal Year 2020-21 will be the fourth year of this five-year agreement.

The Fiscal Year 2020-21 contract with the Orange County Crime Lab provides for the following level of service:

- One (1) Lead Forensic Specialist (2,096 Hours)
- One (1) Forensic Scientist III (2,096 Hours)
- One (1) Forensic Specialist (2,096 Hours)
- Aggregate overtime

The County reimburses the City the cost of all unused overtime. The Crime Lab provides all supplies and processing directly related to services performed by their personnel under the terms of this agreement.

DISCUSSION

The current agreement with the County of Orange for forensic services expires on June 30, 2020. As recommended by the Police Department and pursuant to Garden

Grove Municipal Code Section 2.50.0G0(d), the Finance Director has determined that the County of Orange is the only provider of the forensic services available.

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

FINANCIAL IMPACT

The full cost of providing the foregoing level of service for Fiscal Year 2020-21 is estimated to be \$555,505; this is an increase of \$23,396 from the current fiscal year cost of \$532,109. The additional cost will be included in the FY 2020-21 continuation budget adjustment.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Fourth Amendment to the Agreement with the County of Orange to provide forensics services to the City, in the amount of \$555,505, for Fiscal Year 2020-21; and
- Authorize the Mayor and the Police Chief to execute the agreement on behalf of the City and make minor modifications thereto.

By: Courtney Cibosky, Fiscal Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Agreement	5/1/2020	Agreement	DOC-20200501-16_56_12.pdf

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

THIS FOURTH AMENDMENT TO AGREEMENT is entered into this Seventeenth day of May 2020, which date is enumerated for purposes of reference only, by and between the CITY OF GARDEN GROVE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2020 that certain Agreement between the parties commencing on July 1, 2016, hereinafter referred to as "Agreement".

1. For the period July 1, 2020 to June 30, 2021, Subsection C-3e of the Agreement is amended to read as follows:

"C-3e. SHERIFF provided services may include overtime, projected at 140 hours per year, with a projected maximum obligation of \$11,181. CITY will be charged at actual rates based upon position classification working overtime."

2. For the period of July 1, 2020 through June 30, 2021, Subsections E-2 and E-3 of the Agreement are amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY, for the period July 1, 2020 through June 30, 2021 shall be as follows:

SERVICE

COST OF SERVICE

Personnel Costs:

• One (1) Lead Forensic Specialist	\$ 171,554
• One (1) Forensic Scientist III	\$ 234,720
• One (1) Forensic Specialist	\$ 138,050
• Aggregate Overtime	\$ 11,181

\$ 555,505

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

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1 **IN WITNESS WHEREOF**, the parties have executed the **FOURTH**
2 **AMENDMENT TO AGREEMENT** in the County of Orange, State of California.

3
4 DATED:_____

5 CITY OF GARDEN GROVE

6
7 **ATTEST:**_____

City Clerk

8
9 BY:_____

Mayor

10
11 **APPROVED AS TO FORM:**

12 BY:_____ BY:_____

City Attorney

Chief of Police

13
14 -----
15
16 DATED:_____

17 COUNTY OF ORANGE

18
19 BY:_____

Sheriff-Coroner

20
21
22 **APPROVED AS TO FORM:**
23 Office of the County Counsel
24 Orange County, California

25 BY: 

Deputy

26
27
28 DATED: 4/10/20

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to R.J. Noble Company for Project No. 7212, 7215, and 7292, Various Arterial and Residential Street Improvements. (Cost: \$4,948,345) (<i>Action Item</i>)	Date:	5/12/2020

OBJECTIVE

For City Council to award a contract to R.J. Noble Company for Project No. 7212, 7215 and 7292, Various Arterial and Residential Street Improvements, which includes: Brookhurst Street from Lampson Avenue to Chapman Avenue; Euclid Street from Lampson Avenue to Chapman Avenue; Lampson Avenue from Brookhurst Street to Nelson Street; Magnolia Street from Shelly Drive to Katella Avenue; Brookhurst Street from Westminster Avenue to Trask Avenue; and La Vaughn, Russell and Earle Streets at Imperial Avenue.

BACKGROUND

The streets being rehabilitated in this group of projects have varying issues surrounding their need for rehabilitation. Each street will be addressed with different rehabilitation measures to properly manage the unique circumstances of each street and will involve some, or most, of the following elements which includes: full depth reclamation and cement treatment, street section removal and replacement ("dig outs"), cold milling and asphalt paving, micro-surfacing slurry seal, repair of damaged sidewalk, curb & gutter, cross gutter, catch basin, median curb, upgrade of access ramps, installation of catch basin inlet filters, adjustment of utility covers to finish grade, restoration of traffic signing, striping, and pavement markings, and reestablishment of centerline ties and monuments.

DISCUSSION

Staff solicited bids for this project pursuant to Municipal Code Section 2.50.100. Three (3) qualified bids were received and opened in the City Clerk's office at 11:00 a.m. on April 29, 2020. The lowest qualified contractor is R.J. Noble Company, with a total bid of \$4,948,345. This bid amount is within the current project budget. The licenses and references of the contractor have been reviewed and

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

The anticipated contract schedule is as follows:

Award of Contract - May 12, 2020
Begin Construction (estimated) - June 15, 2020
Complete Construction (estimated) - December 18, 2020

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in Fiscal Years 2019-20 and 2020-21 Capital Improvement Budget and is funded by Measure "M2 Local Fair Share," Gas Tax, and the California State Tire Recycle Grant.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to R.J. Noble Company, in the amount of \$4,948,345.00, for Project No. 7212, 7215 & 7292, Various Arterial and Residential Street Improvements; and
- Authorize the City Manager to execute the agreement, and make minor modifications as appropriate thereto, on behalf of the City.

By: Navin Maru
Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
AGREEMENT	4/29/2020	Agreement	rjnobleC_O_N_S_T_R_U_C_T_I_O_N____A_G_R_E_E_M_E_N_T_(4).docx
BID SUMMARY	4/29/2020	Backup Material	bid_summary_rjnoble.pdf

CONSTRUCTION AGREEMENT

R J NOBLE COMPANY

THIS AGREEMENT is made this 12TH day of May, 2020 by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and R J Noble Company., hereinafter referred to as ("CONTRACTOR").

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated May 12, 2020.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **VARIOUS ARTERIAL AND RESIDENTIAL STREETS IMPROVEMENT, CITY PROJECT NO. 7212, 7215 and 7292**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

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

5.3 Project. The PROJECT is described as: **VARIOUS ARTERIAL AND RESIDENTIAL STREETS IMPROVEMENT, CITY PROJECT NO. 7212, 7215 and 7292**

5.4 Plans and Specifications. The work to be done is shown in a set of detailed Plans and Specifications entitled: **VARIOUS ARTERIAL AND RESIDENTIAL STREETS IMPROVEMENT, CITY PROJECT NO. 7212, 7215 and 7292.** Said Plans and Specifications and any revision, amendments or addenda thereto are attached hereto and incorporated herein as part of this Contract and referred to by reference. The work to be done must also be in accordance with the General Provisions, Standard Specifications and Standard Plans of the CITY, which are also incorporated herein and referred to by reference.

5.5 Time of Commencement and Completion. CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days.** Further, upon receipt of the Notice to Proceed, the CONTRACTOR shall diligently prosecute the work within **One Hundred and Twenty (120) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

5.6 Time is of the Essence. Time is of the essence of this Contract.

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If

CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard Specifications for Public Works Construction 2006 Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

5.9.1 CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site;
or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.2 A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased

direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

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

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **Twenty five Hundred Dollars (\$2,500.00) per day** for each and every calendar day during which completion of the Project is so delayed. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment. CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **Four Million Nine Hundred and Forty Eight Thousand Three Hundred and Forty Five Dollars and No Cents (\$4,948,345.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

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

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

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

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

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

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

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

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

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

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

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

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

5.16 Insurance.

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

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

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

officers, agents, and employees, as determined by the CITY, and shall issue a waiver of subrogation.

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

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

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

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

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

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

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

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this Contract. Notwithstanding nor diminishing the obligations of CONTRACTOR with respect to the foregoing, CONTRACTOR shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted and licensed in California and having a Best's Guide Rating of A-Class VII or better (claims made and modified occurrence policies are not acceptable):

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

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

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

5.18 Termination.

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

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

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

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

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

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

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

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

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Navin Maru
11222 Acacia Parkway
Garden Grove, CA 92842
(714) 741-5180
(714) 741-5578 Fax*

TO CONTRACTOR:

*R J Noble Company
15505 E. Lincoln Avenue
Orange, CA 92865
(714) 637-1550
(714) 637-6321 Fax*

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

R J Noble Company

CONTRACTOR'S State License No. **A-782908**
(Expiration Date: August 31, 2020)

By:

Title: _____

Date: _____

APPROVED AS TO FORM:

Garden Grove City Attorney

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.

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

BID SUMMARY

PROJECT: PROJECT NO. 7212, 7215 and 7292

VARIOUS ARTERIAL AND RESIDENTIAL STREETS IMPROVEMENT

BID OPENING DATE: APRIL 29, 2020 TIME: 11:00 A.M.

Engineer's Estimate: \$5,000,000.00

	<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
1	<i>R. J. Noble Company</i>	<i>\$4,948,345.00</i>	<i>01.03% Under</i>
2	<i>All American Asphalt</i>	<i>\$5,399,444.00</i>	<i>07.99% Over</i>
3.	<i>Excel Paving Co.</i>	<i>\$5,778,040.00</i>	<i>15.56% Over</i>

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading of Ordinance No. 2914 Date: 5/12/2020

Attached is Ordinance No. 2914 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ord No. 2914	5/5/2020	Ordinance	2914_GG_2020_Ordinance_Revising_Public_Works_Bidding_Thresholds.DOCX

ORDINANCE NO. 2914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING PROVISIONS OF CHAPTER 2.52 OF TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE INCREASING PUBLIC WORKS CONTRACTS BIDDING THRESHOLDS TO CONFORM WITH STATE LAW

City Attorney Summary

This Ordinance amends provisions of Chapter 2.52 of the Garden Grove Municipal Code increasing the bidding thresholds for public works contracts under the Uniform Public Construction Cost Accounting Act to conform to changes in State law.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Subsections (B) and (C) of Section 2.52.010 of Chapter 2.52 of Title 2 of the Garden Grove Municipal Code are hereby amended as follows (additions shown in ***bold/italics***; deletions shown in **~~bold/strikeout~~**):

- B. Public projects, as defined in Public Contract Code Section 22002, costing up to ~~\$45,000.00~~ ***\$60,000.00*** may be performed by force account, negotiated contract, or purchase order. Staff shall secure at least three estimates for the work for projects over \$10,000.00 and up to ~~\$45,000.00~~ ***\$60,000.00*** before proceeding with the work.
- C. Public projects, as defined in Public Contract Code Section 22002, costing ~~\$175,000.00~~ ***\$200,000.00*** or less may be awarded pursuant to the informal bid procedure in accordance with Public Contract Code Sections 22032, et seq. and Section 2.52.030 of this Title. Public projects costing over ~~\$175,000.00~~ ***\$200,000.00*** shall be formally bid and awarded according to the formal bid process set forth in Public Contract Code Section 22037.

SECTION 2: Subsection (D) of Section 2.52.030 of Chapter 2.52 of Title 2 of the Garden Grove Municipal Code is hereby amended as follows (additions shown in ***bold/italics***; deletions shown in **~~bold/strikeout~~**):

- D. Bids In Excess of ~~\$175,000~~ ***\$200,000.00***. If all bids received are in excess of ~~\$175,000.00~~ ***\$200,000.00***, the City Council may, by adoption of a resolution by a four-fifths vote, award the contract, at ~~\$187,000.00~~ ***\$212,500.00*** or less, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.

SECTION 3: If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect

the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 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.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on April 28, 2020, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN D., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Teresa Pomeroy
Dept.: City Manager Dept.: City Clerk
Subject: Second reading of Ordinance No. 2915 Date: 5/12/2020

Attached is Ordinance No. 2915 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ord No. 2915	5/5/2020	Ordinance	2915_GG_Ordinance_for_electronic_campaign_filing.docx

ORDINANCE NO. 2915

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ADDING CHAPTER 2.14 TO TITLE 2 OF THE GARDEN GROVE MUNICIPAL CODE RELATING TO ELECTRONIC FILING OF CAMPAIGN FINANCE DISCLOSURE STATEMENTS

CITY ATTORNEY SUMMARY

This Ordinance adds regulations to the City's municipal code to require electronic filings of campaign disclosure statements and create an expedited and transparent online filing and disclosure system consistent with State law.

WHEREAS, California Government Code Section 84615 provides that a legislative body of a local government agency may adopt an ordinance that requires an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act to file such statements, reports or other documents online or electronically with the City Clerk except for when such persons receive contributions totaling less than \$2,000 and make expenditures totaling less than \$2,000; and

WHEREAS, the City has entered into an agreement with NetFile, a vendor approved by the California Secretary of State, to provide an online electronic filing system ("System") for campaign disclosure statements and statements of economic interest forms; and

WHEREAS, the System will operate securely and effectively and will not unduly burden filers. Specifically: (1) the System will ensure the integrity of the data and includes safeguards against efforts to temper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for viewing filings.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Chapter 2.14 (Electronic Filing of Campaign Disclosure Statements) is hereby added to Title 2 (Administration and Personnel) of the Garden Grove Municipal Code to read as follows:

Chapter

2.14 ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS.

2.14.010 Purpose and Authority

The purpose of this chapter is to require the filing of campaign disclosure statements by elected officials, candidates, or committees electronically. The City

Council enacts this chapter in accordance with the authority granted to cities by State law.

2.14.020 Findings

Pursuant to California Government Code Section 84615, the City of Garden Grove hereby finds that the online or electronic filing system required by this chapter will operate securely and effectively and will not unduly burden filers. Said system promotes the use of electronic filing of campaign forms required by the State of California to provide for a streamlined paperless and secure system to meet the demand for digital and transparent systems.

2.14.030 Electronic Filing of Campaign Statements and Statements of Economic Interests.

- A. Any elected officer, candidate, committee or other person required to file statements, reports or other documents required by Government Code Section 84100 et seq. shall file those statements, reports or other documents online or electronically with the City Clerk. However, an elected officer, candidate, committee or other person who receives contributions totaling less than one thousand dollars (\$2,000) and makes expenditures totaling less than one thousand dollars (\$2,000) in a calendar year is not subject to the requirements of this section.
- B. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.
- C. Once an elected officer, candidate, committee, or other person files a statement, report, or other document electronically pursuant to subsection (A), all future statements, reports, or other documents on behalf of that filer shall be filed electronically.
- D. If the City Clerk's electronic system is not capable of accepting a particular type of statement, report or other document, an elected officer, candidate, committee or other person shall file that document with the City Clerk in an alternative format.
- E. The date of filing for a statement, report, or other document that is filed online or electronically pursuant to this section shall be the day that it is received by the City Clerk. The City Clerk shall issue to a person who files a statement, report, or other document online or electronically an electronic confirmation that notifies the filer that the statement, report, or other document was received. The confirmation shall include the date

and the time that the statement, report, or other document was received by the City Clerk and the method by which the filer may view and print the data received by the City Clerk.

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.

The foregoing Ordinance was passed by the City Council of the City of Garden Grove on the ____ day of _____.

ATTEST:

MAYOR

CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, TERESA POMEROY, City Clerk of the City of Garden Grove, do hereby certify that the foregoing Ordinance was introduced for first reading and passed to second reading on April 28, 2020, with a vote as follows:

AYES:	COUNCIL MEMBERS:	(7)	BRIETIGAM, O'NEILL, NGUYEN D., BUI, KLOPFENSTEIN, NGUYEN K., JONES
NOES:	COUNCIL MEMBERS:	(0)	NONE
ABSENT:	COUNCIL MEMBERS:	(0)	NONE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Mayor and City Council From: Scott C. Stiles

Dept.: Dept.: City Manager

Subject: Coronavirus Emergency Date: 5/12/2020
Operation Command Update
presented by City Manager
Stiles including:

The Playbook for Reopening City of Garden Grove Operations and Garden Grove Businesses is available on the City's Internet under Transparency, and attached is the Financial Update report.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Financial Update	5/7/2020	Cover Memo	5-12-20_Financial_Update_- _FINAL.pdf

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles
Dept: City Manager
Subject: Financial Update for FY2019-20 and FY2020-21

From: Patricia Song
Dept: Finance
Date: May 12, 2020

OBJECTIVE

For the City Council to receive timely financial updates reflecting the rapidly changing economic conditions caused by the COVID-19 pandemic, and evaluate options to balance Fiscal Year 2020-21 General Fund budget.

BACKGROUND

Due to the COVID-19 pandemic, the state of economy is experiencing significant uncertainty, which caused a direct impact to the City's finances. Finance staff is diligently evaluating its impact on our financial condition to timely formulate strategies to contain cost, maintain cash flow, and explore options to balance our budget. This is the third financial update since the beginning of the pandemic.

DISCUSSION

As of April 30, 2020, staff's assessment of total damage caused by COVID-19 pandemic is \$12.8 million for Fiscal Year 2019-20. Over 92% of the total damage is due to estimated loss of sales tax and transient occupancy tax revenues. The estimated loss on sales tax is \$5.1 million for the current fiscal year. This amount was derived by comparing projections performed by HdL, the City's sales tax consultant, in February 2020 to HdL's updated estimate on April 6, 2020. Loss of Transient Occupancy Tax (TOT) revenue of \$6.3 million was estimated through end of May 2020, based on actuals for the same months from last year.

As of April 30, 2020, the City has incurred \$1.0 million in direct costs associated with the pandemic since the declaration of local emergency on March 16, 2020. This amount includes purchase orders issued and credit card purchases for personal protective equipment (PPE), emergency services, sanitary supplies for disinfection and decontamination, and equipment to facilitate telecommuting, as well as \$699,000 in salaries and overtime incurred by City staff responding to the pandemic. Our Emergency Operations Center team is tracking and documenting all of these costs in order to apply for potential reimbursement of direct COVID-19 costs to the City.

The revenue shortfall has a significant impact on the City's General Fund. As of April 30, 2020, staff estimates FY2019-20 will end with a modest surplus of \$3.2 million. However, based on current information, we project a deficit for FY2020-21.

In our April 28, 2020, update, we projected the City's General Fund will have a deficit of \$5.4M. Two major assumptions were made on Sales Tax and TOT revenues:

1. Sales tax revenue estimate was provided by HdL in early April, which is approximately 15% lower comparing to FY2018-19 actual revenue, with Measure O at \$18.3 million.
2. TOT revenue was estimated to be 20% lower than FY2018-19 actual.

Table 1 below shows our April 2020 projection, with audited actual amounts from FY2018-19.

Table 1 – General Fund Revenue and Expenditure

City of Garden Grove General Fund Revenue and Expenditure (amounts in \$'000)					
	FY2018-19 Actual	FY2019-20 Adopted/ Current ¹	Estimated FY (as of 4/16/20)	FY2020-21 Adopted	Estimated FY (as of 4/16/20)
Revenue					
Sales Tax - Bradley Burns	\$ 24,612	\$ 22,668	\$ 21,510	\$ 23,006	\$ 20,994
Sales Tax - Measure O	4,759	19,000	18,325	19,285	17,654
Property Tax	31,158	28,543	31,064	29,311	29,311
Transient Occupancy Tax	26,285	26,477	18,189	27,007	21,028
Other Taxes	18,313	18,922	19,024	19,574	19,574
Franchise Fees	2,405	2,500	2,400	2,500	2,500
Building Permits & Plan Check	4,115	2,200	2,800	2,200	2,200
Business Tax	2,828	2,500	2,200	2,500	2,500
General Fund Street Loan	2,453	2,484	2,516	2,516	2,516
Parking & Traffic Fines	1,625	1,800	1,621	1,800	1,800
Investment Income	1,213	300	1,000	500	500
Admin Service Charge	3,844	3,422	3,422	3,422	3,422
Other Revenue	4,579	3,364	3,527	3,375	3,375
Land Sale Proceeds	500	-	1,782	-	-
Total Revenue	128,689	134,180	129,380	136,996	127,374
Expenditure					
Salaries and Benefits	83,625	81,462	77,962	83,836	84,130
Contractual	10,424	30,014	30,014	33,634	33,634
Commodities	1,743	2,027	2,577	1,736	1,736
Internal Service & Debt Service	13,379	12,144	12,144	12,035	12,035
Capital	3,326	2,071	2,071	96	96
Transfers	793	1,446	1,446	1,133	1,133
Total Expenditure	113,290	129,164	126,214	132,470	132,764
Surplus/(Deficit)	\$ 15,399 ²	\$ 5,016	\$ 3,166	\$ 4,526	\$ (5,390)
¹ FY2019-20 Revenue amounts are adopted budget amount; Expenditure amounts are current budget, including carryover of \$1.2 million from the prior year. ² Surplus shown for FY2018-19 differs from amount reported in the CAFR, since all amounts listed in the table are for Fund 111 only.					

In an update provided by UCLA Anderson Forecast on April 27, 2020, they cited a recovery period of 18 months, through end of 2021. Retail will not fully recover, especially the brick and mortar retailers, which will have a direct negative impact to our Measure O local sales tax. In addition, the leisure and hospitality industries will have struggles coming back. The sales tax and TOT revenues account for nearly 50% of the total of the General Fund's revenue. We therefore prepared a sensitivity analysis for FY2020-21 budget, presenting two additional scenarios focusing on these two major revenue sources:

- Scenario 1
 - Sales tax revenue is 5% lower than HdL's April estimate, or approximately 80% of FY2018-19 actual; and
 - TOT revenue is 70% of FY2018-19 actual.
- Scenario 2
 - Sales tax revenue is 10% lower than HdL's April estimate, or approximately 75% of FY2018-19 actual; and
 - TOT revenue is 60% of FY2018-19 actual.

Baseline scenario is the projection we prepared in our April 28, 2020, City Council update, presented in FY2020-21 Estimated FY in Table 1 above.

Table 2 below shows the deficit amounts under each scenario:

Table 2 – General Fund Sensitivity Analysis				
FY2020-21 General Fund Sensitivity Analysis				
	Adopted Budget	Baseline (April Estimate)	Scenario 1	Scenario 2
Revenue				
Sales Tax	\$ 42,291	\$ 38,648	\$ 36,716	\$ 34,783
Transient Occupancy Tax	27,007	21,028	18,400	15,771
Property Tax	29,311	29,311	29,311	29,311
Other	38,387	38,387	38,387	38,387
Total Revenue	136,996	127,374	122,813	118,252
Expenditure + Transfer	132,470	132,764	132,764	132,764
Estimated Deficit	\$ 4,526	\$ (5,390)	\$ (9,951)	\$ (14,512)

As shown in Table 2, a 5% drop in sales tax and 10% drop in TOT would result in \$4.6 million increase in deficit. A 10% drop in sales tax and 20% drop in TOT would cause \$9.1 million additional deficit to our baseline estimate.

Staff has been exploring various balancing measures to bridge the anticipated gap in the General Fund for FY2020-21. Table 3 below shows various options under all three scenarios.

Table 3 – FY2020-21 Budget Balancing Measures

City of Garden Grove General Fund Budget Balancing Measures - FY2020-21 (amounts in \$'000)					
	Baseline (April Estimate)	Scenario 1	Scenario 2		
Estimated Deficit	\$ (5,390)	\$ (9,951)	\$ (14,512)		
Balancing Measures:					
<u>Anticipated Budget Savings</u>					
Labor Savings from Vacancy	\$ 1,900	\$ 1,900	\$ 1,900		
OCFA Contract	270	270	270		
Total Anticipated Cost Savings	2,170	\$ 2,170	\$ 2,170		
<u>Proposed Cost Reductions</u>					
Fleet Internal Service Charge		836	836	16% reduction	
Part-time/Temporary Staff		126	126	25% reduction	
Conference & Training	58	58	58	30% reduction	
Approved Non-mandated Supplementals:					
Holiday Lighting Upgrade		37	37		
Main Street Parking Lot Project		96	96		
Cost Recovery Fee Study (CEDD)		20	20		
Parks Reseeding Project		15	15		
Total Proposed Cost Reductions	58	1,188	1,188		
<u>Other Sources - One-time Funds</u>					
FY2019-20 Estimated Surplus	3,166	3,166	3,166		
Reserve for Property Tax Lawsuit		500	500	¹	
Fleet Fund Reserve for Fire Equipment Replacement		2,549	2,549	²	
General Fund Unreserved Fund Balance	-	377	4,938	³	
Total Other One-time Sources	3,166	6,592	11,153		
Total Balancing Measures	\$ 5,394	\$ 9,951	\$ 14,512		
¹ The \$500,000 was set aside for potential lawsuit in prior years. Due to the creation of General Fund Reserve Policy, this reserve is no longer necessary. ² Included in the current Fleet Fund's fund balance is \$2,549,414 set aside for Fire equipment replacement. With the City's Fire Department transition to OCFA, this reserve fund is no longer needed, and can be transferred to the General Fund as one-time money to close the budget gap. ³ As of July 1, 2019, the unreserved fund balance is sufficient to cover the one-time use under both scenarios.					

Under the Baseline Scenario, estimated budget deficit is \$5.4 million. This budget gap can be partially closed by anticipated budget savings from vacancies equivalent to \$1.9 million and OCFA contract cost reduction of \$270,000. The \$1.9 million savings from vacancy do not include vacancies for the Police sworn positions. With a 30% or \$57,734 reduction in conferences and training budget, and the use of estimated surplus from FY2019-20 in the amount of \$3.2 million, funds available for balancing the budget for FY2020-21 totaled \$5.4 million, sufficient to cover the anticipated shortfall for FY2020-21.

Under Scenario 1, estimated budget deficit is \$10.0 million. In addition to the anticipated budget savings and FY2019-20 surplus, we are considering proposing cost reduction in the amount of \$1.2 million, and the use of certain one-time funds totaling \$6.6 million, to balance FY2019-20's budget.

These cost reductions follow the City Manager's April 3, 2020 memo on cost containment, which include:

- 30% reduction in conference, training and travel;
- 16% reduction in internal service charge for Fleet rental charge¹;
- 25% reduction in part-time, temporary and seasonal employee cost due to reduced programs;
- Deferral of Annual Holiday Lighting upgrade project;
- Deferral of Main Street Parking Lot project;
- Deferral of cost recovery fee study; and
- Deferral of City parks reseeding project.

¹ Each year, the Fleet Management internal service fund charges user departments a pre-established rental rate that covers the fund's operating cost for the year and a portion of replacement reserve requirement. The Fleet Management internal service fund had a healthy reserve that covered 125% of the assets' original acquisition costs as of June 30, 2019. Staff is recommending to reduce the Fleet rental charge by 16% for FY2020-21 to help close the anticipated budget deficit.

The one-time funding sources in addition to FY2019-20 surplus include:

- Removal of \$500,000 reserve for potential lawsuit. With the establishment of the City's General Fund Reserves Policy, sporadic reserves are no longer necessary;
- Reduce Fleet internal service fund's fund balance in the amount of \$2.5 million and return to the General Fund. This money was collected from the General Fund over the years to fund for Fire equipment replacement. With the OCFA transition, these funds can be returned to the General Fund; and
- Use of unreserved fund balance in the amount \$377,000. The fund balance is the accumulation of all prior years' net change to the bottom line of the fund, including excess or deficiency of revenues over or under expenditures, transfers, and other sources or uses. The unreserved portion can be used for any purposes, following the guidelines established by the City's Administrative Policy No. 200-07, General Fund Reserve.

Under Scenario 2, estimated budget deficit is \$14.5 million. In addition to the budget savings, cost reductions and one-time funds described above, it is necessary to use the unreserved fund balance in the amount of \$4.9 million to balance FY2020-21's budget.

As an alternative, the City could use the newly established Stability Reserve to balance the budget. Stability Reserve balance as of July 1, 2019 was \$22.5 million. The use of the Stability Reserve requires Council approval, a replenishment schedule is to be approved simultaneously, and per Council policy requirement, replenishment of the Stability Reserve shall begin no later than 5 years from the year of the "borrowing" and be completed within 10 years.

The above analysis does not include upcoming supplemental requests, which staff will be reviewing in the next few weeks. For FY2020-21, due to revenue constraints, supplemental funding requests are limited to three categories:

- City Council, State, and/or Federal Mandates. These include increases to contracts already approved by City Council or projects that are legally required to be completed by the City.
- Revenue-Enhancing Projects. Due to the cash flow constraints that COVID-19 has placed on the City's operations, only revenue-enhancing projects that will bring positive cash flow to the City within 12 months following the initial cash outflow will be considered.
- Grant Awards. These are previously awarded grants that requires matching fund from the City. New grants requiring General Fund matching in FY2020-21 will be considered on a case by case basis.

We will continue to monitor the state of economy and the impact to the City's revenue bases. In the next update, FY2020-21 preliminary supplemental appropriations will be included, and other options to close the budget gaps will be discussed accordingly.

FINANCIAL IMPACT

This report is intended to update the City Council and our community on the City's financial situation of the City in light of the COVID-19 pandemic. There is no fiscal impact to receive and file this report. The next update will be agendized for May 26, 2020, in preparation for the June 2, 2020 budget study session, with the approval of the FY2020-21 Continuation Budget no later than June 23, 2020.

RECOMMENDATION

It is recommended that the City Council receive and file this report.