AGENDA

Garden Grove City Council

Tuesday, September 22, 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

COVID-19 Information: Masks are required to be worn and adherence to six foot distancing from others when attending public meetings.

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 declaring October 4th-10th, 2020, as Fire Prevention Week. (*Action Item*)

2.b. Rejection of all bids and approval to readvertise an invitation for bids for the Garden Grove Park Improvement City Project No. 2163101280. (*Action Item*)

2.c. Adoption of a Resolution amending the City's Conflict of Interest Code pertaining to designated positions and disclosure categories. (*Action Item*)

2.d. Adoption of a Resolution approving the submittal of an application to the Orange County Transportation Authority for the Construction Phase of the Euclid/Westminster Intersection Improvement Project. (*Action Item*)

2.e. Approval of a transfer agreement with the City of Santa Ana to receive subaward grant funds for Fiscal Year 2019 Urban Areas Security Initiative (UASI) Grant Program. (*Action Item*)

2.f. Approval of an agreement with the County of Orange for the 2019

Edward Byrne Memorial Justice Assistance Grants (JAG) Program, and approval to allocate the grant funding for jail services. (Grant amount: $36,162) (*Action Item*)

2.g. Receive and file minutes from the meeting held on September 8, 2020. (*Action Item*)

2.h. Receive and file warrants. (*Action Item*)

2.i. Approval to waive full reading of ordinances listed. (*Action Item*)

3. ITEMS FOR CONSIDERATION

3.a. Award a contract to G4S Secure Solutions (USA) Inc., for civilian jail contract services. (Three year contract amount: $1,815,556.69) (*Action Item*)

3.b. Award a contract to West Yost Associates for professional Engineering services to provide program management for the SCADA Implementation Projects. (Cost: $3,182,944) (*Action Item*)

4. ORDINANCES PRESENTED FOR SECOND READING AND ADOPTION

4.a. Second reading and adoption of Ordinance No. 2917

Entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTION 14.12.070 OF THE GARDEN GROVE MUNICIPAL CODE TO DESIGNATE THE ADMINISTRATIVE BOARD OF APPEALS AS A HEARING BODY FOR BILLING DISPUTES. (*Action Item*)

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

6. ADJOURNMENT

The next Regular City Council Meeting will be on Tuesday, October 13, 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:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Proclamation declaring October 4th-10th, 2020, as Fire Prevention Week. (*Action Item*)	Date:	9/22/2020

Attached is a Proclamation declaring October 4th through October 10th, 2020, as Fire Prevention Week recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	9/15/2020	Proclamation	9-22-20_Proclamation_for_Fire_Prevention_Week.pdf

Proclamation

Fire Prevention Week

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are where people are at greatest risk from fire;

WHEREAS, cooking is the leading cause of home fires in the United States where fire departments responded to more than 173,200 annually between 2013 and 2017;

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking;

WHEREAS, over the past year there have been 85 cooking fires across Orange County, 17 of which started from an oven;

WHEREAS, staying in the kitchen when frying food on the stovetop, keeping a three-foot kid-free zone around cooking areas and keeping anything that can catch fire away from stove tops is critical; and

WHEREAS, the 2020 Fire Prevention Week theme, "Serve up Fire Safety in the Kitchen!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW THEREFORE, the Garden Grove City Council hereby declares October 4-10, 2020, as "Fire Prevention Week" and urges residents to check their kitchens for fire hazards and use safe cooking practices, and to support the many public safety activities and efforts during Fire Prevention Week 2020.

September 22, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	John Montanchez
Dept.:	City Manager	Dept.:	Community Services
Subject:	Rejection of all bids and approval to readvertise an invitation for bids for the Garden Grove Park Improvement City Project No. 2163101280. (*Action Item*)	Date:	9/22/2020

OBJECTIVE

For the City Council to reject all bids received for the Garden Grove Park Improvement City Project No. 2163101280 located at 9301 Westminster Boulevard, Garden Grove.

BACKGROUND

In April 2020, staff was informed that there were CDBG funds available for a parks and facilities capital improvement project. Staff identified Garden Grove Park as an eligible location for CDBG grant funds. Staff then prepared a scope of work that included the demolition of the large picnic pavilion and the three small picnic shelters, and the construction of ADA accessible sidewalks, slabs, new picnic pavilion, three new picnic shelters, tables, benches, barbeque grills, new playground equipment and surfacing, playground shade canopies, and electrical improvements that will allow for additional security lighting.

Staff solicited bids for the Garden Grove Park Improvement City Project No. 2163101280 on July 29, 2020. Fourteen (14) qualified bids were received and opened by the City Clerk's office at 11:00 a.m. on August 31, 2020.

DISCUSSION

Staff has re-evaluated the scope of work and budget for this project and has determined that the playground equipment, playground surface and playground shade units will be removed from the Garden Grove Park Improvement City Project No. 2163101280. Due to the change in scope of work, staff recommends the rejection of all bids.

FINANCIAL IMPACT

There is no financial impact to the City's General Fund. This improvement is budgeted in the 2020-2021 Capital Improvement Budget, and is funded by CDBG and City Wide Park Fees.

RECOMMENDATION

It is recommended that the City Council:

- Reject all bids received on August 31, 2020, and authorize staff to readvertise an invitation for bids for the revised Garden Grove Park Improvement City Project No. 2163101280.

By: Janet Pelayo
Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Bid Summary List	9/10/2020	Cover Memo	Summary_of_Bids_Received_8-31-20.docx

CITY OF GARDEN GROVE
COMMUNITY SERVICES DEPARTMENT

BID SUMMARY SHEET

FOR

***PROJECT NO.* 2163101280 – GARDEN GROVE PARK IMPROVEMENTS**

BID OPENING: DATE: August 31, 2020 TIME: 11:00 A.M.

	Bidder's Name	***Total Bid***
1	***Micon Construction, Inc.***	***$1,089,956.00***
2	***JMJ Construction***	***$1,098,122.00***
3	***CEM Construction & Landscape, Inc.***	***$1,177,000.00***
4	***Renew Age Construction***	***$1,208,125.00***
5	***Land Forms Landscape Construction, Inc.***	***$1,223,495.00***
6	***Aid Builders Inc.***	***$1,258,121.00***
7	***Green Contractor Studio, Inc.***	***$1,285,004.00***
8	***Landscape Support Services***	***$1,302,255.00***
9	***Howard CDM***	***$1,471,412.58***
10	***United Construction & Landscape, Inc.***	***$1,488,770.00***
11	***Griffith Company***	***$1,499,575.00***
12	***Fast Track Construction Corporation***	***$1,644,180.50***
13	***J.A. Urban Inc.***	***$1,645,401.74***
14	***States Link Construction, Inc.***	***$1,878,708.00***

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Adoption of a Resolution amending the City's Conflict of Interest Code pertaining to designated positions and disclosure categories. (*Action Item*)	Date:	9/22/2020

OBJECTIVE

For the City Council to adopt a Resolution relating to the City's Conflict of Interest Code for designated positions.

BACKGROUND

The City adopted a Conflict of Interest Code on April 14, 1997, that incorporated the Model Conflict of Interest Code established by the California Fair Political Practices Commission. The Code requires biennial review on even-numbered years, and the last review and adoption by the City Council was in 2018.

DISCUSSION

Due to the reorganization and position title changes within the past two years there are revisions to the list of designated officials and employees required to file statements of economic interest.

FINANCIAL IMPACT

There is no financial impact to the City by this action.

RECOMMENDATION

It is recommended that the City Council:

- Rescind Resolution No. 9530-18; and
- Adopt the attached Resolution amending the Conflict of Interest Code pertaining to designated positions and disclosure categories.

By: Lizabeth Vasquez, Deputy City Clerk

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/9/2020	Resolution	9-22-20_Resolution_GG_Conflict_of_Interest_Code_2020_.docx

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING THE CONFLICT OF INTEREST CODE OF THE CITY OF GARDEN GROVE PERTAINING TO DESIGNATED POSITIONS AND DISCLOSURE CATEGORIES AND RESCINDING RESOLUTION NO. 9530-18

WHEREAS, pursuant to the provisions of the Political Reform Act and Government Code Section 87300, et seq., the City adopted a Conflict of Interest Code on April 14, 1997, incorporating the Model Conflict of Interest Code promulgated by the California Fair Political Practices Commission, Title 2 California Code of Regulations, Section 18730, by adoption of Resolution No. 7951-97;

WHEREAS, amendments by the Fair Political Practices Commission (FPPC) to the model conflict of interest code are automatically applicable to the City by virtue of the City's adoption of the model conflict of interest code; and

WHEREAS, it is necessary to update the list of designated positions and disclosure categories pertaining to officials and employees subject to the City's Conflict of Interest Code.

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. The City of Garden Grove does hereby adopt the list of designated employees and disclosure categories pursuant to Exhibits "A" and "B" attached herein and made a part hereof by this reference. Said Exhibits shall replace Exhibits "A" and "B" of Resolution No. 7951-97 pertaining to the designated officials and employees and the disclosure categories of the City's Conflict of Interest Code. A copy of the Model Code, FPPC Regulation 18730 as last amended by the Fair Political Practices Commission and effective December 12, 2018, is attached for reference as Exhibit "C."

Section 2. Resolution No. 9530-18 is hereby repealed.

EXHIBIT "A"

CONFLICT OF INTEREST CODE FILINGS

DESIGNATED OFFICERS AND EMPLOYEES

DEPARTMENT/POSITIONS	CATEGORY
CITY ATTORNEY*	
Assistant City Attorney	1 & 2
Deputy City Attorney	1 & 2
CITY MANAGER*	
Assistant City Manager	1 & 2
Deputy Director	1 & 2
City Clerk	1 & 2
Deputy City Clerk	6
Division Manager	3, 4, & 5
Housing Supervisor	2, 3, 4 & 5
Senior Administrative Analyst	6
Principal Administrative Analyst	6
Senior Program Specialist	6
COMMUNITY & ECONOMIC DEVELOPMENT	
Assistant City Manager	1 & 2
Building Official	2, 3, 4 & 5
Community & Economic Development Director	1 & 2
Economic Development Division Manager	2, 3, 4 & 5
Code Enforcement Supervisor	2, 3, 4 & 5
Permit Center Supervisor	2, 3, 4 & 5
Plan Check Engineer	2, 3, 4 & 5
Planning Services Manager	2, 3, 4 & 5
Senior Administrative Analyst	2, 3, 4 & 5
Senior Planner	2, 3, 4 & 5
Senior Program Specialist	2, 3, 4 & 5
Senior Project Planner	2, 3, 4 & 5
Senior Real Property Agent	2, 3,4, & 5
Supervising Building Inspector	2, 3, 4 & 5
COMMUNITY SERVICES	
Community Services Director	1 & 2

Division Manager	6
Community Services Supervisor	6
Senior Program Specialist	2, 3, 4 & 5

CONSULTANTS**

FINANCE

Finance Director	1 & 2
Accounting Supervisor	5
Senior Accountant	5
Business Tax Supervisor	3, 4 & 5
Division Manager	3, 4 & 5
Payroll Supervisor	5
Principal Administrative Analyst	3, 4 & 5
Senior Administrative Analyst	3, 4 & 5
Senior Program Specialist	3, 4, & 5
Utilities Revenue Supervisor	3, 4 & 5

HUMAN RESOURCES

Human Resources Director	1 & 2
Division Manager	5

INFORMATION TECHNOLOGY

Information Technology Director	1 & 2
Information Systems Manager	6
Network Administrator	5
Senior Information Technology Analyst	5

POLICE

Police Chief	1 & 2
Police Captain	6
Public Safety Fiscal Analyst	3, 4 & 5

PUBLIC WORKS

Assistant Engineer	3, 4 & 5
Associate Engineer	4 & 5
City Engineer	3, 4 & 5
Construction Inspector	4 & 5
Custodial Supervisor	4 & 5
Division Manager	4 & 5
Environmental Services Manager	3, 4 & 5
Principal Administrative Analyst	3, 4 &5
Project Engineer	4 & 5
Public Works Director	1 & 2
Public Works Foreman	4 & 5
Public Works Supervisor	4 & 5

Senior Administrative Analyst	2, 3, 4 & 5
Senior Civil Engineer	3, 4 & 5
Senior Program Specialist	2, 3, 4 & 5
Traffic Engineer	3, 4 & 5
COMMISSIONS/BOARDS	
Downtown Commission Members	2, 3, 4 & 6
Housing Authority Board Members	2, 3, 4 & 6

*Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq.; therefore, they are not included as designated positions in this Exhibit.
**Consultants, as defined below, shall disclose pursuant to categories 1 & 2 subject to the following limitations: The City Manager may determine in writing that a particular consultant, although meeting the definition below, is hired to perform a range of duties that are limited in scope and thus is not required to comply with the disclosure requirements described herein. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The determination of the City Manager is a public record and shall be retained for public inspection in the same manner and location as the Conflict of Interest Code. Nothing herein excuses any such consultant from any other provision of the Conflict of Interest Code.
"Consultants" are defined pursuant to FPPC Regulation 18701(a)(2), as follows:
"Consultant" means an individual who, pursuant to a contract with a state or local government agency:
(A) Makes a governmental decision whether to:
1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;
5. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code Section 87302.

EXHIBIT "B"

DISCLOSURE CATEGORIES

CATEGORY 1:

All investments, business positions, and sources of income.

CATEGORY 2:

All interests in real property within the City or within 500 feet of the City's boundaries.

CATEGORY 3:

All investments, business positions, and sources of income subject to the regulatory, permit, or licensing authority of the designated official's commission or employee's department.

CATEGORY 4:

Investments in business entities, business positions, and sources of income, which engage in land development, construction or the acquisition or sale of real property.

CATEGORY 5:

Investments in business entities, business positions, and sources of income of the type, which provide services, supplies, materials, machinery, or equipment utilized by the City.

CATEGORY 6:

Investments in business entities, business positions, and sources of income of the type which provide services, supplies, materials, machinery, or equipment utilized by the designated official's commission or employee's department.

EXHIBIT "C"

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.1

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.2

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property3 is required to be reported,4 the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,5 the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,6 the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of $500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than $500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating $500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

[1] Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

[2] See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

[3] For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

[4] Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

[5] A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

[6] Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.

2. Editorial correction (Register 80, No. 29).

3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).

4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).

5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).

6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).

7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).

8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).

10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).

11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.

12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).

13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).

14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).

15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).

16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).

17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations. Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Adoption of a Resolution approving the submittal of an application to the Orange County Transportation Authority for the Construction Phase of the Euclid/Westminster Intersection Improvement Project. (*Action Item*)	Date:	9/22/2020

OBJECTIVE

For City Council to adopt a resolution authorizing submittal of an application for the Euclid/Westminster Intersection Improvement Project, Construction Phase to the Orange County Transportation Authority's (OCTA) 2020 Comprehensive Transportation Funding Program (CTFP).

BACKGROUND

The CTFP is the funding mechanism by which OCTA administers competitive funding for streets and road projects, including the Intersection Capacity Enhancement Program, which funds capital improvements, such as the addition of turning lanes at qualifying intersections. In 2017, the City applied for and was awarded the CTFP grant for right-of-way acquisition. All right-of-way phase proceedings are now complete.

DISCUSSION

The Project will add a southbound right-turn lane along Euclid Street and an eastbound right-turn lane along Westminster Avenue at the intersection of Euclid Street and Westminster Avenue.

The City is now submitting an application for the 2020 CTFP call for projects for construction phase funding. The City is requesting $1,022,531 (65%) in grant funding, with a matching local obligation of $550,594 (35%) for a total project cost of $1,573,125. Grant awards will be announced in spring 2021, and staff expects to start construction in July 2021.

FINANCIAL IMPACT

There is no impact to the General Fund. The CTFP program provides 65% of funding and requires a 35% local match. Gas Tax will be used to provide matching funds in the amount of $550,594 for this grant cycle.

RECOMMENDATION

It is recommended that the City Council:

- Adopt a Resolution authorizing the submittal of a grant application to the Orange County Transportation Authority's Comprehensive Transportation Funding Program for the City of Garden Grove's Euclid/Westminster Intersection Improvement Project, Construction Phase.

By: Ana V. Neal, Sr. Administrative Analyst

ATTACHMENTS:

Description	Upload Date	Type	File Name
Resolution	9/14/2020	Resolution	9-22-20_Resolution_CCTP_application.pdf

GARDEN GROVE CITY COUNCIL

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING THE SUBMITTAL OF THE EUCLID/WESTMINSTER INTERSECTION IMPROVEMENT PROJECT, CONSTRUCTION PHASE TO THE ORANGE COUNTY TRANSPORTATION AUTHORITY FUNDING

WHEREAS, the City of Garden Grove desires to implement the transportation improvements at the Euclid/Westminster intersection;

WHEREAS, the City of Garden Grove has been declared by the Orange County Transportation Authority to meet the eligibility requirements to receive M2 "Fair Share" funds;

WHEREAS, the City's Circulation Element is consistent with the County of Orange Master Plan of Arterial Highways;

WHEREAS, the City of Garden Grove will not use M2 funds to supplant Developer Fees or other commitments;

WHEREAS, the City of Garden Grove must include all project funded by Net Revenues in the Seven-Year Capital Improvement Program as part of the Measure M2 Ordinance eligibility requirement;

WHEREAS, the City of Garden Grove will provide a minimum of 35% in matching funds for the Euclid/Westminster Intersection Improvement Project, Construction Phase as required by the Orange County Comprehensive Transportation Funding Program Guidelines;

WHEREAS, the Orange County Transportation Authority intends to allocate funds for transportation improvement projects, if approved, within the incorporated cities and the County; and

WHEREAS, the City of Garden Grove authorizes a formal amendment to the Seven-Year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

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

The City of Garden Grove hereby requests the Orange County Transportation Authority allocate funds in the amount specified in the City's application to said City from the Comprehensive Transportation Programs. Said funds shall be matched by funds from said City as required and shall be used as supplemental funding to aid the City in the improvement of the following intersection: Euclid Street and Westminster Avenue.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of a transfer agreement with the City of Santa Ana to receive subaward grant funds for Fiscal Year 2019 Urban Areas Security Initiative (UASI) Grant Program. (*Action Item*)	Date:	9/22/2020

OBJECTIVE

To seek City Council approval to enter into a transfer agreement with the City of Santa Ana, as a Sub-Recipient of a federal grant from the Federal Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES). The City of Santa Ana, in its capacity as a Core City for the Anaheim/Santa Ana Urban Area (ASAUA), has applied for, received and accepted a grant entitled "FY 2019 Urban Areas Security Initiative" (UASI) Grant Program.

BACKGROUND

The City of Garden Grove has partnered with similar Department of Homeland Security Grant Programs, also known as Urban Area Security Initiative (UASI) for the past 16 years. During this time the City has received funding for several Police and Fire projects and for the training of police and fire personnel. The training classes are free to first responders. The grant will provide reimbursement for personnel who assist with the instruction and delivery of the approved UASI courses. The training varies and has included courses such as Terrorism Liaison, Sovereign Citizen Extremism, Contacts with the Mentally Ill, and Vulnerability Threat and Risk Assessment.

DISCUSSION

The Office of Grants Management (OGM) has awarded $4,850,000.00 to the City of Santa Ana for use in the Anaheim/ Santa Ana Urban Area (ASAUA), for the term of April 9, 2020, through March 31, 2022. The funds are now available for distribution throughout the Operational Area, and the City of Garden Grove, as a Sub-Recipient,

is authorized to participate in the grant funding. The grant program is designed to address the unique planning, equipment, training and exercise needs of high-threat, high-density Urban Areas, and assist them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism. Pursuant to this agreement, the City of Santa Ana would be authorized to reimburse the City of Garden Grove for the transfer or purchase of equipment/services or for the cost of personnel who assist with the instruction and delivery of approved UASI courses in the ASAUA.

The UASI funds are not a direct allocation to the City of Garden Grove. Instead, the funds are provided to the Operational Area and are controlled in alternating years by Santa Ana PD and Anaheim PD. Through the Urban Area Working Group (UAWG), projects are identified and funded directly from the grant. These projects are generally regional in nature and involve training, communications, intelligence/information sharing, critical infrastructure, etc. As a sub-recipient of the grant, the City can request funding for a particular project that is Garden Grove specific. This is completed by submitting a proposal that will be vetted for viability through the Urban Area Working Group (UAWG).

FINANCIAL IMPACT

There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the FY 2019 UASI Transfer Agreement between the City of Santa Ana and the City of Garden Grove; and

- Authorize the City Manager or the Chief of Police to sign the Agreement on behalf of the City as the authorized representative for the FY 2019 UASI grant.

ATTACHMENTS:

Description	Upload Date	Type	File Name
UASI 2019 Agreement	9/15/2020	Agreement	UASI_2019_EM15_HANDBOOK_Insight_P.pdf

AGREEMENT

SUB-RECIPIENT: CITY OF GARDEN GROVE

City Contract Number _____

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EXHIBITS

Exhibit A	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
Exhibit B	Certification Regarding Lobbying
Exhibit C	Standard Assurances

Agreement Number:_____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR

REIMBURSEMENT OF TRAINING COSTS

FOR FY2019 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF GARDEN GROVE

THIS AGREEMENT is made and entered into this ____day of MONTH, YEAR, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF GARDEN GROVE (the "SUB-RECIPIENT" or "Contractor").

W I T N E S S E T H

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2019 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2019 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/media-library-data/1555008381091-144e7470ec5e1958d6ad5e103c0825ad/FY_2019_HSGP_NOFO_FINAL_508.pdf

California Governor's Office of Emergency Services "FY2019 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
https://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202019%20HSGP%20State%20Guidance.pdf
Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("Cal-OES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY2019 UASI Grant of $4,850,000 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2019 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF GARDEN GROVE ("SUB-RECIPIENT") and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the City Manager which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and

B. CITY OF GARDEN GROVE, a municipal corporation, 11222 Acacia Parkway, Garden Grove, CA 92840

§102. Representatives of the Parties and Service of Notices

A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the CITY OF SANTA ANA shall be, unless otherwise stated in the Agreement:

Michael Claborn, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8304
Fax: (714) 245-8098
mclaborn@santa-ana.org

2. The representative of CITY OF GARDEN GROVE shall be:

Carl Whitney, Lieutenant
CITY OF GARDEN GROVE
11222 Acacia Parkway, Garden Grove, CA 92840
Phone: (714) 417-5786
E-mail: carlw@ggpd.org

B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.

B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.

C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 04/09/2020 and end on 03/31/2022 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, copies of the document will be provided electronically to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.

B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.

C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 2019 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;

3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;

4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs $5,000 or more per unit, or is expected to have a useful life of one (1) year or more.

5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.

6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.

7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) a serial number or other identification number, (c) the source of funding for the property (including the FAIN), (d) who holds the title, (e) the acquisition date, (f) the cost of the property, (g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired, (h) location, (i) use and condition of Equipment, and (j)

ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.

9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.

11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.

12. SUB-RECIPIENT shall contact the ASAUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASAUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.

D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-OES at https://www.caloes.ca.gov/CaliforniaSpecializedTrainingInstituteSite/Documents/HSG%20Funds%20Tracking%20Number%20Request%20Form.pdf. A catalogue of Grantor approved and sponsored training courses is available at https://cdp.dhs.gov/.

E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at http://hseep.dhs.gov.

F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above.

G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2019 Homeland Security Grant Program, as set forth above.

III
PAYMENT

§301. Payment of Grant Funds and Method of Payment

A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

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

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non renewals or restrictions of licenses, certificates, or other documents.

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental or physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability (California Government Code §§ 12490, 12945, 12945.2), military or veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal

Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CRF Part 60).

If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at http://www.ojp.usdoj.gov/ocr/eeop.htm,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over $250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§410. Indemnification

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

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;

2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.

2. The term "financial or other interest" includes but is not limited to:

a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.

b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.

G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this

Agreement.

H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§413. Statutes and Regulations Applicable To All Grant Contracts

A. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB)

SUB-RECIPIENT shall comply with 2 Code of Federal Regulation (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY19 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2019-0035; and identify the CITY OF SANTA ANA as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than $100,000 in grant funds or more than $150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR §200.336,at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records,

including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

7. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB-RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

8. Labor

SUB-RECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards

Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing activities. CA Gov't Code Sec. 16645, et seq.

SUB-RECIPIENT shall comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

9. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment; (f) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators)-be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); (g) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin; (h) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors; (i) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages; (j) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19; (k) Any other nondiscrimination provisions in the specific statute(s) under which application for federal

assistance is being made; and (l) The requirements of any other nondiscrimination statute(s) which may apply to the application.

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities; (b) Executive Order (EO) 11514; (c) notification of violating facilities pursuant to EO 11738; (d) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in floodplains in accordance with EO 11988; (f) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (g) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (h) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (i) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall comply with Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

SUB-RECIPIENT shall not be: (1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; (2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) determined to be in violation of federal law relating to air or water pollution.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq., CEQA Guidelines (California Code of Regulations, Title 14 Division 6, Chapter 3, §§ 15000-15387), and is not impacting the environment negatively.

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Suspension and Debarment

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-

RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of sub awards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier sub-awards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in

persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

18. California Public Records Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

B. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2019 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

   Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of-State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. DHS defines personally identifiable information (PII) as any information that permits the identity of an

individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

SUB-RECIPIENT must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

7. Acknowledgement of Federal Funding from DHS

SUB-RECIPIENT must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

8. Federal Debt Status

SUB-RECIPIENT is required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

9. Fly America Act of 1974

SUB-RECIPIENT must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

10. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

C. Compliance With Standard Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Standard Assurances"), attached hereto as Exhibit C. By signing these Standard Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB-RECIPIENT used in violation of the Standard Assurances.

§414. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.

2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. Patents and Intellectual Property Rights

Unless otherwise provided by law, SUB-RECIPIENT is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. SUB-RECIPIENT is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and

the standard patent rights clause located at 37 C.F.R. § 401.14.

§416. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY Directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-nine (29) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF GARDEN GROVE have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

By:_____
Maria D. Huizar
Clerk of the Council

RECOMMENDED FOR APPROVAL:

By:_____
David Valentin
Chief of Police

APPROVED AS TO FORM:

By:_____
Tamara Bogosian
Assistant City Attorney

CITY OF SANTA ANA, a municipal Corporation of the State of California

By:_____
Kristine Ridge
City Manager

SUB-RECIPIENT
CITY OF GARDEN GROVE
DUNS # 83-8134872

By: _____

Printed Name _____

Title
_____

APPROVED AS TO FORM

By:_____

Printed Name _____

Title
_____

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

_____ Address:_____

Authorized Agent Signature

_____ _____

Printed or Typed Name

_____ _____

Title

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT B

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

AGREEMENT NUMBER

_____

CONTRACTOR/BORROWER/AGENCY

_____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____

SIGNATURE DATE

EXHIBIT C
California Governor's Office of Emergency Services
Standard Assurances
(For All Cal OES Federal Grant Programs)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on http://www.whitehouse.gov/omb/.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority
The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

(a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
(d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance
The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities
As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or

guarantee a loan, the Applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324- 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, sub-grantees, recipients or sub-recipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a

Initials _____

governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

(d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);

(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;

(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

(j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

(k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
(l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

(a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
(c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;

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(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);
(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
(m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For sub-recipients expending $750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.

The Applicant will require any sub-recipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment the Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or

advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of sub-awards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier sub-awards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Sub-award and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or sub-awards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These

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requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires sub-recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(c) Assist the awarding agency in assuring compliance with Section 106 of the

(d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and

(e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic

planning process.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

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26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirements

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located

at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the sub-recipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has

Initials _____

made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all sub-awards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2018 ,Version 8.1, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Applicant: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval of an agreement with the County of Orange for the 2019 Edward Byrne Memorial Justice Assistance Grants (JAG) Program, and approval to allocate the grant funding for jail services. (Grant amount: $36,162) (*Action Item*)	Date:	9/22/2020

OBJECTIVE

To gain City Council approval for the acceptance of Justice Assistance Grant funds, so that the City can utilize approximately $36,162.00 in federal funds.

BACKGROUND

In Fiscal Year 2005-06, Congress combined the Local Law Enforcement Block Grant Program (primarily funding cities) with the Edward Byrne Memorial Grant (primarily funding states and counties), to provide funds for the Justice Assistance Grant (JAG). All eligible Orange County cities under this program now file a joint application with the County to receive their share of these funds. JAG formula grants were placed on hold in 2017 while the Federal government was involved in litigation with the State. The 2019 funds have now been released, and the City received 2019 JAG Allocation in the amount of $40,180.00 less a 10 percent administrative fee ($4,018.00) with Garden Grove retaining $36,162.00.

DISCUSSION

The Police Department will continue to use these funds to pay a portion of its jail services contract. The jail contract saves thousands of Department man-hours and is a key component for maximizing police officer time out on the streets.

FINANCIAL IMPACT

Using JAG money to help fund the Department's jail services creates no burden on the City's General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Approve the Agreement with the County of Orange for the 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) program;
- Approve allocation of those grant funds to be used to partially fund the City's jail services contract; and
- Authorize the City Manager to execute the agreement with the County of Orange on behalf of the City.

ATTACHMENTS:

Description	Upload Date	Type	File Name
2019 JAG MOU	9/9/2020	Agreement	2020-09-09-15-51-00.pdf

and subsequent awards. JAG funding will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above.

This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

THE UNDERSIGNED PARTIES HERETO ACKNOWLEDGE THE RECEIPT OF FUNDS FROM THE DEPARTMENT OF JUSTICE AND TRANSFER OF FUNDS FROM COUNTY TO MUNICIPAL GOVERNMENTS AS DETAILED IN **"ATTACHMENT 1: LOCAL AWARD ALLOCATION TABLE: ORANGE COUNTY, CA."**

COUNTY OF ORANGE
ORANGE COUNTY SHERIFF DON BARNES on behalf of
COUNTY EXECUTIVE OFFICER, FRANK KIM

AUTHORIZED SIGNATORY

ORANGE COUNTY SHERIFF'S DEPARTMENT
FISCAL AGENT, GRANTS ADMINISTRATOR

AUTHORIZED SIGNATORY

GARDEN GROVE CITY
GARDEN GROVE POLICE DEPARTMENT
CITY MANAGER

AUTHORIZED SIGNATORY
Scott C. Stiles, City Manager

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE, COUNTY, CALIFORNIA
By _____ Deputy
Date: 8/3/20

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 from the meeting held on September 8, 2020. (*Action Item*)	Date:	9/22/2020

Attached are the minutes recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	9/17/2020	Minutes	cc-min_09_08_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, September 8, 2020

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

CONVENE MEETING

At 6:30 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

2020 VOTER INFORMATION AS PRESENTED BY THE ORANGE COUNTY REGISTRAR'S OFFICE (F: 58.5)

ORAL COMMUNICATIONS

Speakers: Lala Truong, Craig Durfey, Gina Nguyen.

Written Communications: Congressman Lou Correa, Tran Nguyen, Lesley Rivera, Mariela Vasquez, Connie Tran, Anna, Ashley Dao, Craig Durfey, Nicholas Dibs.

RECESS MEETING

At 7:05 p.m., Mayor Jones recessed the meeting.

RECONVENE MEETING

At 7:17 p.m., Mayor Jones reconvened the meeting with all Council Members present.

ADOPTION OF A PROCLAMATION DECLARING SEPTEMBER 15, 2020 THROUGH OCTOBER 15, 2020, AS "NATIONAL HISPANIC HERITAGE MONTH" IN GARDEN GROVE (F: 83.1)

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

A Proclamation declaring September 15, 2020 through October 15, 2020, as "National Hispanic Heritage Month" in Garden Grove, be adopted.

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 TO SUBMIT A RESPONSE TO THE GRAND JURY REPORT, *PROTECTING THOSE WHO PROTECT AND SERVE* (F: 23.1)

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

A letter in response to the findings and recommendations by the Orange County Grand Jury, be approved;

That the Mayor be authorized to respond on behalf of the City; and

That staff be authorized to submit the response to the Orange County Grand Jury.

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 THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW PUBLIC WORKS DEPARTMENT VAN

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

The Finance Director be authorized to issue a purchase order in the amount of $27,009.20 to National Auto Fleet Group for the purchase of one (1) new Public Works van.

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 THE ISSUANCE OF A PURCHASE ORDER TO NATIONAL AUTO FLEET GROUP FOR ONE (1) NEW JAIL TRANSPORT VAN

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

The Finance Director be authorized to issue a purchase order in the amount of $37,336.10 to National Auto Fleet Group for the purchase of one (1) new Police Department jail transport van.

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 CONTRACT TO MERCHANTS BUILDING MAINTENANCE LLC, TO PROVIDE JANITORIAL SERVICES FOR CITY FACILITIES
(F: 55-Merchants Building Maintenance LLC)

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

A contract be awarded to Merchants Building Maintenance LLC, to provide janitorial services for City facilities, in the amount of $170,601.12 for the three year term with the option to renew the contract for an additional two years;

An additional amount of $34,120.22, be approved, to provide on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services, for a total contract amount of $204,721.34 for the first three years of the term of the contract; and

The City Manager be authorized to execute the contract and make minor modifications as appropriate.

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

MINUTES (F: Vault)

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

The minutes from the meeting held on August 25, 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 Bui that:

Payroll Warrants 184210 through 184228; Direct Deposits D369182 through D369787; Wires W2726 through W2729; 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 Bui 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

PUBLIC HEARING - INTRODUCTION AND FIRST READING OF AN ORDINANCE APPROVING AMENDMENT NO. A-027-2020 A ZONING TEXT AMENDMENT TO TITLE 9 OF THE MUNICIPAL CODE (ZONING CODE) (Continued from the August 25, 2020, meeting.) (F: 115.A-027-2020)

Following City Attorney Sandoval's introduction and clarification that the draft ordinance is recommended to be remanded to the Planning Commission, Mayor Jones declared the public hearing open.

Speakers: Craig Durfey

Written Communication: Congressman Lou Corea

With no further testimony, Mayor Jones declared the public hearing closed.

Following City Council discussion, it was moved by Council Member Brietigam, seconded by Council Member O'Neill that:

The Ordinance be categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15061(b)(3); and

The draft Ordinance be remanded to the Planning Commission for review and recommendation to the City Council.

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 CONTRACT TO ELECNOR BELCO ELECTRIC, INC., FOR PROJECTS CP-1157000, CP-1176000, AND CP-1177000 – TRAFFIC SIGNAL INSTALLATION, TRAFFIC SIGNAL MODIFICATIONS, AND SPEED RADAR FEEDBACK SIGNS AT VARIOUS LOCATIONS (F: 100.PROJ.CP-1157000, CP-1176000, CP-1177000)

Following staff introduction and City Council discussion, it was moved by Mayor Pro Tem O'Neill, seconded by Council Member K. Nguyen that:

A contract be awarded to Elecnor Belco Electric, Inc., in the amount of $792,000, for Project No. CP-1157000 Installation of 42 Speed Radar Feedback Signs at 21 School Crossing Locations, Project No. CP-1176000 Traffic Signal Modifications at Trask Avenue/Newland Street, and Project No. CP-1177000 Traffic Signal Installation at Trask Avenue/Roxey Drive; and

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

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 DESIGNATING THE ADMINISTRATIVE BOARD OF APPEALS AS A HEARING BODY FOR BILLING DISPUTES (F: 122.2)

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

Following City Attorney Sandoval's introduction, and City Council discussion, it was moved by Council Member Brietigam, seconded by Council Member Bui that:

Ordinance No. 2917 entitled: An Ordinance of the City Council of the City of Garden Grove amending Section 14.12.070 of the Garden Grove Municipal Code to

designate the Administrative Board of Appeals as a hearing body for billing disputes, 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

Council Member Klopfenstein stated that in response to a viral video of a Garden Grove resident confronting a neighbor and making racist and incendiary comments, she posted on her Facebook page a statement condemning racist rants of any kind. She noted that Police Officers responded, and the victim of the racial slurs did not press charges. She stated that she values and celebrates differences and diversity, and that the racist resident does not represent the true spirit of Garden Grove. She thanked the City's Code Enforcement Division for their responsiveness on her request to address overgrown weeds on vacant lots.

Council Member D. Nguyen wished Council Member Brietigam a happy birthday.

Council Member Brietigam wished a happy birthday to his mother-in-law Patricia and to his son.

Mayor Pro Tem O'Neill wished Council Member Brietigam a happy birthday. He noted the issues with dumping and weeds in the right-of-way properties that are not included in the bike and pedestrian trail, and that there are multiple agencies and private owners who are responsible for maintenance. He assured that the City has and adheres to a legal process for addressing these issues on an ongoing basis.

Council Member K. Nguyen echoed Council Member Klopfenstein's condemnation of racist rants. She also thanked staff and the Police Department with assisting her with a particular resident's issue.

City Manager Stiles noted that it was announced that we are now in the Red Tier for COVID, and stated he recently had a conversation with a church pastor who was happy to learn that in addition to holding outdoor services, indoor services will be allowed at 25 percent capacity. He encouraged residents to visit https://covid19.ca.gov/safer-economy/ to learn more about what businesses are open.

Mayor Jones commented on his excitement for moving into the Red Tier category, and noted he has been focusing on how we can safely and sensibly reopen businesses as soon as possible. Entering into the Red Tier category allows for churches, restaurants, and cinemas to reopen following specific guidelines and allows for 25 percent capacity. He is happy to see that we are keeping our COVID numbers down and that we are heading in the right direction.

ADJOURNMENT

At 7:40 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting scheduled on Tuesday, September 22, 2020, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Patricia Song
Dept.:	City Manager	Dept.:	Finance
Subject:	Receive and file warrants. (*Action Item*)	Date:	9/22/2020

Attached are the warrants recommended to be received and filed.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	9/15/2020	Warrants	9-22-20___CC_Warrants_(Payroll_9-10-20).pdf
Warrants	9/17/2020	Warrants	9-22-20_CC_Warrants_(08192020).pdf
Warrants	9/17/2020	Warrants	9-22-20_CC_Warrants_(08262020).pdf
Warrants	9/17/2020	Warrants	9-22-20_CC_Warrants_(09022020).pdf
Warrants	9/17/2020	Warrants	9-22-20_CC_Warrants_(09092020).pdf
Warrants	9/17/2020	Warrants	9-22-20_CC_Warrants_(09162020).pdf

184229	JUDITH A MOORE	1957.67	184230	DIANE BELAIR	1919.04
184231	DARIEL TAPIA	672.83	184232	MICHAEL F ROCHA	2073.24
184233	DAMIAN JESUS CHAVEZ	630.86	184234	ARTHUR J FLORES	2387.72
184235	EDWIN O THURMAN JR	918.48	184236	VICTOR DE ROSAS	243.93
184237	ARNULFO GUZMAN JR	508.26	184238	ETHAN TANG	262.83
184239	WILLIAM ALLISON	4524.23	184240	COMMUNITY HEALTH CHARITI	45.00
184241	GARDEN GROVE POLICE ASSO	1640.00	D369786	CAROL E BECKLES	49.27
D369787	GEORGE S BRIETIGAM III	409.87	D369788	PHAT T BUI	225.34
D369789	STEVEN R JONES	373.01	D369790	STEPHANIE L KLOPFENSTEIN	295.78
D369791	DIEDRE THU HA NGUYEN	410.07	D369792	KIM B NGUYEN	413.05
D369793	JOHN R ONEILL	443.62	D369794	STEVE R SOLORIO	45.52
D369795	PAMELA M HADDAD	1638.20	D369796	SHAWN S PARK	2313.05
D369797	SCOTT C STILES	7161.46	D369798	MARIA A STIPE	5716.06
D369799	MEENA YOO	2209.51	D369800	AMANDA M POLLOCK	1678.90
D369801	TERESA L POMEROY	3472.73	D369802	LIZABETH C VASQUEZ	2165.88
D369803	VERONICA AVILA	2066.35	D369804	JEFFREY P DAVIS	2140.83
D369805	NOELLE N KIM	2085.78	D369806	MISSY M MENDOZA	672.83
D369807	MARIE L MORAN	2571.56	D369808	ANA E PULIDO	3657.46
D369809	KRISTY H THAI	2295.37	D369810	SHAUNA J CARRENO	2015.12
D369811	VY D HO	2314.84	D369812	DANNY HUYNH	3674.84
D369813	VILMA C KLOESS	2442.36	D369814	IVY LE	1621.59
D369815	TAMMY LE	1490.12	D369816	LINDA MIDDENDORF	2611.63
D369817	MARIA A NAVARRO	2803.38	D369818	PHUONG VIEN T NGUYEN	2023.24
D369819	QUANG NGUYEN	2550.70	D369820	TINA T NGUYEN	2247.81
D369821	THYANA T PHI	2684.66	D369822	MARIA RAMOS	2346.24
D369823	TANYA L TO	1526.39	D369824	CUONG K TRAN	2179.30
D369825	ELAINE TRUONG	1631.35	D369826	THANH-NGUYEN VO	1648.69
D369827	DON T BALANAY	976.40	D369828	SYLVIA GARCIA	1676.83
D369829	YUAN SONG	4793.05	D369830	KAREN M HARRIS	3006.09
D369831	CHRISTI C MENDOZA	1261.97	D369832	TREVOR G SMOUSE	2306.61
D369833	JANET J CHUNG	2601.44	D369834	ANN C EIFERT	3306.65
D369835	MARGARITA ABOLA	1870.76	D369836	MARY ANN M ALCANCIA	2933.78
D369837	MARISA ATIN RAMOS	916.99	D369838	ROBERT W MAY	1245.78
D369839	SHAWNA A McDONOUGH	1311.16	D369840	HEIDY Y MUNOZ	3281.56
D369841	SELAMAWIT NIGATU	2316.91	D369842	MY TRA VO	2168.93
D369843	LIGIA ANDREI	1667.41	D369844	ARIANA B BAUTISTA	1770.32
D369845	KAREN J BROWN	892.36	D369846	CORINNE L HOFFMAN	2492.51
D369847	CHELSEA E LUKAS	2009.80	D369848	EDWARD E MARVIN JR	1706.50
D369849	ANGELA M MENDEZ	1692.07	D369850	JENNIFER L PETERSON	1859.31
D369851	ANH PHAM	2070.47	D369852	EVA RAMIREZ	1950.79
D369853	ALEXIS B ROMERO	2003.46	D369854	JAIME F CHAVEZ	1758.37
D369855	GARY F HERNANDEZ	1679.60	D369856	NEAL M MANALANSAN	1788.06
D369857	DANIEL J SANCHEZ	1664.29	D369858	SANDRA E SEGAWA	3490.79
D369859	ALANA R CHENG	3170.05	D369860	PAUL GUERRERO	3125.38
D369861	LISA L KIM	5026.86	D369862	JULIE A ASHLEIGH	1926.95
D369863	MICHAEL G AUSTIN	2457.40	D369864	RITA M CRAMER	2350.49
D369865	CHRISTOPHER J CRANDALL	2788.54	D369866	BRYSON T DAHLHEIMER	2181.83
D369867	RYAN J DAKE	2095.20	D369868	DAVID A DENT	4048.10

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D369869	TODD C HARTWIG	2643.45	D369870	RALPH V HERNANDEZ	2327.48
D369871	ARMANDO HERRERA JR	828.64	D369872	AARON J HODSON	2229.98
D369873	DONALD E LUCAS	2897.94	D369874	SVETLANA MOURE	2171.05
D369875	PHU T NGUYEN	3699.41	D369876	LORENA J QUILLA-SOULES	2659.18
D369877	PEDRO ROQUE	2470.34	D369878	JAKE P TRAN	623.82
D369879	MARCO A VALADEZ	897.92	D369880	CHRISTOPHER CHUNG	2707.06
D369881	PRIIT J KASKLA	1893.76	D369882	HUONG Q LY	2000.21
D369883	LEE W MARINO	4092.30	D369884	MARIA L MARTINEZ	2519.84
D369885	MARIA C PARRA	3605.33	D369886	MONICA COVARRUBIAS	3388.32
D369887	GRACE E LEE	2501.74	D369888	AMEENAH ABU HAMDIYYAH	1888.20
D369889	GREG BLODGETT	3117.52	D369890	ROY N ROBBINS	2935.63
D369891	TIMOTHY E THRONE	1938.49	D369892	MICHAEL C BOS	2124.09
D369893	DANIEL J CANDELARIA	4222.04	D369894	VINCENT L DE LA ROSA	2289.03
D369895	KAMYAR DIBAJ	2838.02	D369896	ALICIA M HOFER	1893.54
D369897	NICOLAS C HSIEH	3445.62	D369898	ROSEMARIE JACOT	2112.97
D369899	SHAN L LEWIS	2576.12	D369900	NAVIN B MARU	3623.26
D369901	JUAN C NAVARRO	2714.24	D369902	MICHAEL F SANTOS	2963.05
D369903	MARK P UPHUS	3386.81	D369904	JOSE A VASQUEZ	2622.78
D369905	ANA G VERGARA NEAL	2557.42	D369906	DAI C VU	4013.72
D369907	KHANG L VU	4227.04	D369908	CHRISTOPHER L ALLEN	1741.61
D369909	JOSHUA ARIONUS	2014.57	D369910	ALEJANDRO BANUELOS	1824.72
D369911	JAN BERGER	2265.75	D369912	ROBERT P BERMUDEZ	1293.31
D369913	TIM P CANNON	5116.97	D369914	CARINA M DAN	1618.19
D369915	RYAN H DAVIS	1669.00	D369916	KATHLEEN N DELFIN	720.26
D369917	RONALD W DIEMERT	2027.39	D369918	CHRIS N ESCOBAR	3429.21
D369919	JEREMY J GLENN	1462.15	D369920	ALEJANDRO GONZALEZ	2598.54
D369921	MICHAEL J GRAY	1804.65	D369922	LARRY GRIFFIN	3215.21
D369923	ROBERT A HAENDIGES	3052.97	D369924	RYAN S HART	2057.87
D369925	EDWARD A HUY	2190.63	D369926	VIDAL JIMENEZ	1709.97
D369927	LIYAN JIN	2648.27	D369928	SAMUEL K KIM	3703.34
D369929	AMANDA LE LAI	551.85	D369930	REBECCA PIK KWAN LI	3821.24
D369931	DAVID MA'AE	1692.66	D369932	ALFREDO MARTINEZ	1759.43
D369933	TYLER MEISLAHN	1868.93	D369934	JESSE K MONTGOMERY	2143.34
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D369937	BASIL G MURAD	3300.65	D369938	KIRK L NATLAND	1290.36
D369939	DUC TRUNG NGUYEN	2089.16	D369940	CORNELIU NICOLAE	3120.74
D369941	ANDREW I ORNELAS	2099.61	D369942	DAVID A ORTEGA	4034.44
D369943	CELESTINO J PASILLAS	2765.39	D369944	WILLIAM F PEARSON	2660.14
D369945	JESSICA J POLIDORI	3129.78	D369946	CHRISTOPHER B PRUDHOMME	1318.40
D369947	ESTEBAN H RODRIGUEZ	2306.99	D369948	LES A RUITENSCHILD	2800.09
D369949	JONATHAN RUIZ	2280.42	D369950	ALEXIS SANTOS	1388.72
D369951	ADRIAN M SARMIENTO	2361.63	D369952	ALBERT TALAMANTES JR	2431.98
D369953	MINH K TRAN	2729.50	D369954	ALEJANDRO VALENZUELA JR	1292.25
D369955	ALEJANDRO N VALENZUELA	2535.30	D369956	RONALD J WOLLAND	1416.60
D369957	VICTOR K YERGENSEN	1970.37	D369958	ALICE K FREGOSO	1914.21
D369959	ALICIA R GARCIA	731.23	D369960	RAQUEL K MANSON	2632.05
D369961	WILLIAM E MURRAY JR	6298.82	D369962	EMILY H TRIMBLE	1905.74
D369963	ALFRED J AGUIRRE	3131.12	D369964	GARCIA EDWARD D AMBRIZ	735.36

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D369965	RODOLPHO M BECERRA	2885.37	D369966	RAYMOND A BUCHLER	2471.74
D369967	EDGAR A CANO	1482.50	D369968	ALBERT J CARRISOZA	1778.04
D369969	GABRIELA R CONTRERAS	2431.67	D369970	JULIE T COTTON	1763.00
D369971	ERIC M ESPINOZA	1824.76	D369972	ALBERT R EURS II	2619.02
D369973	ROBERT J FRANCO	732.16	D369974	CASEY G GIROUARD	1628.33
D369975	HERMILO HERNANDEZ	1664.80	D369976	DARNELL D JERRY	704.79
D369977	BRENT KAYLOR	2612.71	D369978	MARK W LADNEY	2744.01
D369979	RAUL LEYVA	2067.69	D369980	DIEGO A MEJIA	1831.72
D369981	RIGOBERTO MENDEZ	722.90	D369982	STEVEN T ORTIZ	3249.70
D369983	PHILLIP Q PHAM	513.41	D369984	RICHARD L PINKSTON	2486.56
D369985	JOSE J ROMAN	718.22	D369986	ALEXIS P TARIN	2118.82
D369987	STEVE J TAUANU'U	3233.14	D369988	SUSAN VITALI	897.25
D369989	STEPHANIE A WASINGER	108.76	D369990	IOAN ANDREI	991.48
D369991	SYLVESTER A BABINSKI IV	1659.75	D369992	DONEISHA L BELL	665.25
D369993	JEFFREY G CANTRELL	2071.41	D369994	JULIA ESPINOZA	1227.76
D369995	CECELIA A FERNANDEZ	1197.73	D369996	CONRAD A FERNANDEZ	1015.78
D369997	DIANA GOMEZ	930.98	D369998	JORGE GONZALEZ	1164.96
D369999	MICHAEL R GREENE	2024.56	D370000	GLORIA A HARO	1165.99
D370001	ERIC W JOHNSON	1194.63	D370002	LEONEL A LAMAS	885.86
D370003	KHUONG NGUYEN	1210.99	D370004	DELFRADO C REYES	1210.99
D370005	RAFAEL ROBLES	1583.91	D370006	ADRIANNA M RODRIGUEZ	1096.15
D370007	RODERICK THURMAN	1702.97	D370008	EVARISTO VERA	1737.39
D370009	RICHARD L WILLIAMS	1908.88	D370010	ANSELMO AGUIRRE	1967.04
D370011	DOMINIC CAMERA	717.79	D370012	PHILLIP J CARTER	2516.00
D370013	RICK L DUVALL	3422.40	D370014	AARON R HANSEN	1859.00
D370015	HUY HOA HUYNH	2193.58	D370016	MATTHEW D ILFELD	1291.47
D370017	BRYAN D KWIATKOWSKI	1846.00	D370018	DANIEL C MOSS	1377.26
D370019	ROLANDO QUIROZ	2039.87	D370020	RICARDO SALDIVAR	568.54
D370021	WILLIAM A SOTO	1866.61	D370022	LUIS A TAPIA	3874.40
D370023	MICHAEL W THOMPSON	4428.25	D370024	JOSEPH E TRUJILLO	1355.93
D370025	WILLIAM J WHITE	2076.55	D370026	JESSE GUZMAN	1895.83
D370027	MARK M KHALIL	2002.33	D370028	BRETT A MEISLAHN	2200.03
D370029	DOUGLAS A MOORE	2153.42	D370030	ANDREW J MORELAND	594.03
D370031	AUSTIN H POWELL	1942.35	D370032	MELVIN P REED	1617.56
D370033	STEPHEN D SUDDUTH	1467.81	D370034	TIMOTHY WALLINGFORD	2166.39
D370035	HILLARD J WILLIAMS	115.63	D370036	SOUMELIA K GOUNTOUMA	2111.35
D370037	ALBERT J HOLMON III	3353.29	D370038	VICTOR T BLAS	2177.95
D370039	FRANK X DE LA ROSA	1808.48	D370040	JOSE GOMEZ	1970.04
D370041	MICHAEL V GUERRERO	1506.37	D370042	BRENT W HAYES	3356.63
D370043	FRANK D HOWENSTEIN	2370.84	D370044	ALLEN G KIRZHNER	3297.18
D370045	BRANDON S NUNES	1410.89	D370046	STEPHEN PORRAS	3011.78
D370047	JESSE VIRAMONTES	1632.29	D370048	JOHN ZAVALA	3499.42
D370049	STEPHAINE AMBRIZ	414.78	D370050	JOSELYN D AVALOS	340.19
D370051	REBECCA J BAILOR	327.26	D370052	JOSUE BARREIRO MENDOZA	1457.05
D370053	DYLAN J BOGGAN	84.13	D370054	RACHEL M CAMARENA	1929.21
D370055	RENE CAMARENA	1898.71	D370056	VICTORIA M CASILLAS	1865.77
D370057	AMANDA D CROSS	1727.68	D370058	GISELL L CRUZ	712.09
D370059	KENNETH E CUMMINGS	124.79	D370060	MARLY DELGADO CHAVEZ	605.29

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D370061	GABRIELA DIAZ	522.82	D370062	LORENE U DO LE	36.06
D370063	MARK C FREEMAN	3071.77	D370064	JARED D GARCIA	451.75
D370065	STEVEN E GOMEZ	825.40	D370066	JACOB R GRANT	1993.40
D370067	LAUREN E HULL	433.68	D370068	KALYSTA N LOPEZ	60.09
D370069	ELAINE M MA'AE	3902.89	D370070	JOHANA L MALDONADO	155.24
D370071	LORENA OCHOA MCINTYRE	2007.89	D370072	JESUS MEDINA	1816.08
D370073	JUAN MEDINA	2122.38	D370074	JOHN A MONTANCHEZ	4791.92
D370075	KIRSTEN K NAKAISHI	263.77	D370076	ALLEN T NGUYEN	128.16
D370077	NOEL N NICHOLAS	862.61	D370078	JENNIFER GODDARD NYE	2619.30
D370079	GABRIELA OCADIZ HERNANDE	3166.13	D370080	NANCY A OCAMPO	36.06
D370081	STEPHANIE ORTIZ	263.43	D370082	CHRISTIAN PANGAN	40.45
D370083	JANET E PELAYO	3394.88	D370084	ARIELLE PICKRELL	131.91
D370085	ALEXA PRADO	216.33	D370086	SHADY S PUAILOA	462.74
D370087	SUGEIRY REYNOSO	2333.56	D370088	MARINA Y ROMERO	1941.16
D370089	MONICA K ROMO	48.07	D370090	MARIA D ROSALES	263.43
D370091	TANYA ROSAS	139.30	D370092	DANA MARIE SAUCEDO	2360.66
D370093	EMERON J SCHLUMPBERGER	705.12	D370094	REBECCA S SMITH	69.65
D370095	SARAH L SMITH	268.80	D370096	KENNETH P TRAVIS III	572.08
D370097	CLAUDIA VALDIVIA	3096.53	D370098	JEFFREY VAN SICKLE	2221.62
D370099	JOSHUA VENCES	96.15	D370100	PAUL E VICTORIA	1300.61
D370101	JACOB D VIRAMONTES	608.56	D370102	THOMAS R DARE	5776.89
D370103	CAROLE A KANEGAE	2300.28	D370104	VINCENTE J VAICARO	3953.81
D370105	CLAUDIA ALARCON	3112.98	D370106	KRISTEN A BACKOURIS	1586.22
D370107	SHARON S BAEK	1980.84	D370108	RAY E BEX	3944.85
D370109	GENA M BOWEN	2177.12	D370110	JESENIA CAMPOS	2058.86
D370111	BRIAN D DALTON	2952.35	D370112	NICHOLAS A DE ALMEIDA LO	2892.98
D370113	AMIR A EL FARRA	4104.88	D370114	HELENA ELSOUSOU	2598.74
D370115	PATRICK E GILDEA	9007.53	D370116	BRIAN C GIRGENTI	3003.94
D370117	AI KELLY HUYNH	2156.21	D370118	MICHAEL J JENSEN	3400.62
D370119	ALLYSON T LE	1546.85	D370120	MATTHEW P MARCHAND	3532.23
D370121	LINDA M MORIN	3775.14	D370122	PHILLIP H PHAM	2531.13
D370123	JOHN E REYNOLDS	4304.70	D370124	ASHLEY C ROJAS	1646.34
D370125	REYNA ROSALES	1850.94	D370126	ROBERT M STEPHENSON III	4594.16
D370127	MICHAEL J VISCOMI	3326.59	D370128	GIOVANNI ACOSTA	2466.02
D370129	PEDRO R ARELLANO	3911.09	D370130	TIMOTHY R ASHBAUGH	2634.58
D370131	ALFREDO R AVALOS	4462.46	D370132	COLLIN E BAKER	1860.22
D370133	BEAU A BERENGER	3107.94	D370134	RENZO CHUMBE	2211.17
D370135	DARRYL B CORTEZ JR	2155.90	D370136	GARY L COULTER	3078.08
D370137	CHARLIE DANIELEY III	1363.16	D370138	ISAAC DAVILA	2141.71
D370139	RONALD A DOSCHER	981.09	D370140	BROC D DUDLEY	2212.70
D370141	STEPHEN C ESTLOW	1115.94	D370142	JESUS FAJARDO	2735.35
D370143	HECTOR FERREIRA JR	2257.70	D370144	KARI A FLOOD	2079.82
D370145	ROBERT D FRESENIUS	2083.02	D370146	JASON S FULTON	2329.58
D370147	JOSEPH P GROSS JR	3159.74	D370148	TRAVIS J HADDEN	2279.79
D370149	JOSE D HERRERA	3417.09	D370150	JASON A HOWARD	2730.67
D370151	KIRK P HURLEY	2098.95	D370152	DONALD J HUTCHINS	3261.03
D370153	NICKOLAS K JENSEN	2869.98	D370154	VICTORIA A JORDAN	2328.02
D370155	CHAD B KIM	2230.78	D370156	TIMOTHY P KOVACS	4200.31

**** PAGE TOTAL = 207683.51

D370157	MICHAEL J LANG	2654.39	D370158	ANGELA LEDESMA	1999.52
D370159	RAPHAEL M LEE	818.03	D370160	MARK A LORD	3717.07
D370161	RYAN M LUX	4414.91	D370162	JORGE L MAZON	2979.13
D370163	MICHAEL A MOSER	1819.45	D370164	MITCHEL S MOSSER	2868.20
D370165	JASON S PERKINS	4323.26	D370166	COREY T POLOPEK	2587.15
D370167	SINDY RAMIREZ OROZCO	2798.53	D370168	JOHN E RANEY	3859.15
D370169	THOMAS S REED	2457.40	D370170	AARON T SHIPLEY	2235.98
D370171	SHAYLEN L SIMONS	2201.95	D370172	CHARLES W STARNES	2779.50
D370173	EDGAR VALENCIA	4736.78	D370174	ROYCE C WIMMER	5066.66
D370175	SARAH A WRIGHT	2377.19	D370176	COLE A YNIGUEZ	2323.61
D370177	MARCOS R ALAMILLO	3468.67	D370178	BOBBY B ANDERSON	3059.70
D370179	FRANCISCO AVALOS JR	2412.69	D370180	JOHN F BANKSON	3347.29
D370181	JOSHUA K BEHZAD	12642.02	D370182	EVAN S BERESFORD	2807.47
D370183	TROY F BOWMAN	2163.63	D370184	JEFFREY A BROWN	3991.54
D370185	RYAN V BUSTILLOS	3829.99	D370186	JUAN C CENTENO	4749.32
D370187	JEROME L CHEATHAM	2806.61	D370188	HAN J CHO	3941.26
D370189	BRIAN M CLASBY JR	3006.00	D370190	JULIO C CORTEZ	2262.66
D370191	JUAN L DELGADO JR	22685.22	D370192	KEVIN DINH	2915.39
D370193	TAYLOR M DUARTE	2111.78	D370194	OTTO J ESCALANTE	5883.68
D370195	JOSHUA N ESCOBEDO	2770.95	D370196	MICHELLE N ESTRADA MONSA	2634.88
D370197	GEORGE R FIGUEREDO	1558.63	D370198	SEAN M GLEASON	2374.54
D370199	KYLE N HALEY	2318.76	D370200	EFRAIN A JIMENEZ JR	2695.54
D370201	CODY M JOHNSON	2282.32	D370202	ROBERT J KIVLER	2259.78
D370203	ARION J KNIGHT	1894.03	D370204	PETER M KUNKEL	3183.61
D370205	ERICK LEYVA	4166.33	D370206	RAFAEL LOERA JR	2262.45
D370207	JESSE A LUCATERO	2727.78	D370208	ROBERTO MACHUCA	2238.83
D370209	TAYLOR A MACY	2745.16	D370210	GIANLUCA F MANIACI	2962.43
D370211	BRYAN J MEERS	2895.02	D370212	NATHAN D MORTON	3096.42
D370213	PATRICK W MURPHY	2862.89	D370214	PATRICK J MUSCHETTO	2184.34
D370215	JEFFREY C NGUYEN	3227.51	D370216	JOSHUA T OLIVO	3858.68
D370217	STEVEN TRUJILLO ORTIZ	2213.39	D370218	EMMANUEL PEREZ	2025.55
D370219	OMAR F PEREZ	1983.85	D370220	LUIS A QUIROZ	1807.15
D370221	LUIS F RAMIREZ	3300.37	D370222	DANIEL RODRIGUEZ	2467.28
D370223	ALFREDO SALGADO JR.	2074.98	D370224	CHRISTOPHER M SHELGREN	2610.40
D370225	PAUL W ASHBY	4027.96	D370226	THOMAS A CAPPS	4236.83
D370227	MICHAEL K ELHAMI	3899.93	D370228	SHELBY KEUILIAN	2078.75
D370229	DANNY J MIHALIK	3887.24	D370230	JEREMY N MORSE	3897.48
D370231	JASON M MURO	3557.86	D370232	RON A REYES	3795.83
D370233	DANIELLE E RIEDL	3126.79	D370234	ROCKY F RUBALCABA	2844.98
D370235	LINO G SANTANA	6022.97	D370236	DUO XU	1821.99
D370237	JOHN J YERGLER	3880.71	D370238	CHRISTOPHER M EARLE	3599.86
D370239	BENJAMIN M ELIZONDO	2846.94	D370240	KRISTOFER D KELLEY	2688.70
D370241	NICHOLAS A LAZENBY	4145.45	D370242	CHARLES H LOFFLER	4348.80
D370243	BRADLEY A LOWEN	2682.94	D370244	RYAN R RICHMOND	1964.39
D370245	GAREY D STAAL	3394.21	D370246	AARON J COOPMAN	3747.19
D370247	MICHAEL E GERDIN	3533.91	D370248	TROY HALLER	4374.71
D370249	JASON L JOHNSON	4189.94	D370250	RAUL MURILLO JR	3666.90
D370251	ERIC T RUZIECKI	3790.51	D370252	SEAN M SALAZAR	2869.41

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D370253	RENE BARRAZA	4070.12	D370254	PATRICK R JULIENNE	2535.48
D370255	DEREK M LINK	3304.78	D370256	ADAM D ZMIJA	3651.63
D370257	LISA A BELTHIUS	371.48	D370258	RANDY G CHUNG	101.24
D370259	COURTNEY P CIBOSKY	2867.79	D370260	ADAM B COUGHRAN	299.06
D370261	JOHN DANG	128.11	D370262	CHRISTOPHER C DOVEAS	240.97
D370263	DANIEL S EDWARDS	611.51	D370264	EDWARD K KIM	893.32
D370265	EDUARDO C LEIVA	4619.71	D370266	JOSEPH D VARGAS	220.79
D370267	CARL J WHITNEY	4903.73	D370268	ANDREW N BUI	306.50
D370269	TANNER C DE PADUA	428.77	D370270	JOSEPH A GARCIA	440.71
D370271	SERGIO J JIMENEZ TAVAREZ	446.74	D370272	RUDY A ROCHA	432.67
D370273	KENTON TRAN	419.67	D370274	CALEB I VAUGHN	381.63
D370275	TYLER D VU	438.67	D370276	KAREN D BRAME	1006.81
D370277	KENNETH L CHISM	1772.55	D370278	PAUL E DANIELSON	1071.03
D370279	KORY C FERRIN	3917.99	D370280	JAMES D FISCHER	680.53
D370281	VICTORIA M FOSTER	1731.03	D370282	GONZALO GONZALEZ JR	1864.33
D370283	THI A HUYNH	2862.73	D370284	KENNETH E MERRILL	542.72
D370285	THOMAS R NADOLSKI	1656.54	D370286	JACOB J NEELY	1594.54
D370287	DESTINY M NUNEZ	1752.15	D370288	DOUGLAS A PLUARD	3729.34
D370289	LEVI JOENIEL SILVA	1708.22	D370290	RICHARD A ALVAREZ BROWN	3018.21
D370291	RICHARD O BURILLO	3941.17	D370292	FLOR DE LIS ELIZONDO	1318.83
D370293	PATRICIA C FLINN	2632.31	D370294	BAO TINH THI LE	1131.61
D370295	RAQUEL D MATA	1257.38	D370296	REBECCA S MEEKS	2857.33
D370297	JONATHAN B WAINWRIGHT	3455.35	D370298	DAVID C YOUNG	3900.88
D370299	MARIA A ALCARAZ	1956.51	D370300	MADELINE M ALVARADO	1495.57
D370301	MARIA S ATWOOD	1832.90	D370302	RYAN S BERLETH	2164.17
D370303	BRITTANEE N BRANTNER	1699.19	D370304	CARISSA L BRUNICK	1794.67
D370305	TAMMY L CHAURAN HAIRGROV	1555.38	D370306	JACINTA F CHOWDHURY	1821.44
D370307	KRISTINA L CORNETT	1470.52	D370308	RUSSELL B DRISCOLL	1771.75
D370309	VERONICA FRUTOS	1160.92	D370310	DAVID L GEORGE	2125.10
D370311	PINKY C HINGCO	2721.19	D370312	LINDALINH THU LY	1365.60
D370313	MARIA C MCFARLANE	2045.13	D370314	DAWN M MONTOYA	1558.75
D370315	TRINA T NGUYEN	2121.00	D370316	JENNIFER V ROMBOUGH	1865.88
D370317	KIMBRA S VELLANOWETH	1892.25	D370318	CHRYSTAL L WEYKER	1630.43
D370319	SHANNON M YELENSKY	1537.97	D370320	SANDRA M ARROYO	1919.27
D370321	SHYLER R.D. CHAPPELL	2017.07	D370322	JENNIFER A DIX	2806.29
D370323	KATHERINE M FRANCISCO	1796.26	D370324	AMANDA B GARNER	2297.05
D370325	ARCHIE GUZMAN	3826.99	D370326	LAUREN M LADD	2483.37
D370327	ROBERT D LUX	2644.63	D370328	MELISSA MENDOZA CAMPOS	2184.01
D370329	BRANDY J PARK	3065.22	D370330	CRISTINA V PAYAN	1860.56
D370331	JENNIFER M RODRIGUEZ	2247.85	D370332	TANYA L SAMOFF	2677.41
D370333	SUSAN A I SEYMOUR	2407.77	D370334	NICOLE D SHORROW	2589.47
D370335	MARSHA D SPELLMAN	2597.21	D370336	SPENCER T TRAN	2288.67
D370337	SANTA WARDLE	893.98	D370338	CHERYL L WHITNEY	5499.19
D370339	DANIEL A CAMARA	2560.22	D370340	RICHARD E DESBIENS	2538.75
D370341	JAMES D FRANKS	2816.48	D370342	PETE GARCIA	3181.68
D370343	ROBERT J GIFFORD	3149.17	D370344	STEVEN H HEINE	1211.51
D370345	WILLIAM T HOLLOWAY	25434.63	D370346	GERALD F JORDAN	2857.59
D370347	JOSEPH L KOLANO	2300.40	D370348	LEA K KOVACS	2679.00

**** PAGE TOTAL = 215936.68

D370349	DAVID LOPEZ	2690.09	D370350	STEVEN W LUKAS	1940.87
D370351	MARIO MARTINEZ JR	4395.79	D370352	ADAM C NIKOLIC	4329.11
D370353	LUIS A PAYAN	2649.07	D370354	TERRA M RAMIREZ	2324.37
D370355	CHRISTIN E ROGERS	10609.94	D370356	BRIAN T STROUD	2865.94
D370357	PAUL M TESSIER	2881.91	D370358	TUONG-VAN NGUYEN VU	1943.65
D370359	DENNIS WARDLE	15127.80	D370360	SUMMER A BOGUE	1997.34
D370361	ERIC A QUINTERO	187.45	D370362	JANNA K BRADLEY	2665.40
D370363	MARY C CERDA	2095.20	D370364	BRANDI M HART	663.00
D370365	LIANE Y KWAN	3318.84	D370366	JANY H LEE	3716.75
D370367	SHERRILL A MEAD	2318.73	D370368	STEPHANIE E RICHARDS	1897.12
D370369	CAITLYN M STEPHENSON	1953.12	D370370	LAURA J STOVER	6436.57
D370371	ANNA L GOLD	1995.19	D370372	KATRENA J SCHULZE	520.81
D370373	MATTHEW T SWANSON	1708.80	D370374	ANTHONY VALENZUELA	1514.80
D370375	CANDY G WILDER	1951.02	D370376	STEVEN F ANDREWS	2361.50
D370377	TERENCE S CHANG	2520.94	D370378	VERNA L ESPINOZA	1975.84
D370379	CESAR GALLO	2739.56	D370380	ERNIE E HINGCO	2245.49
D370381	GEOFFREY A KLOESS	3500.17	D370382	RACHOT MORAGRAAN	3632.42
D370383	NOEL J PROFFITT	3255.91	D370384	ANAND V RAO	4216.71
D370385	ROD T VICTORIA	2518.10	D370386	TERREL KEITH WINSTON	3518.88
D370387	DAVID J ABRECHT	1678.25	D370388	O.C.E.A. GENERAL	2351.20
D370389	O.C.E.A.	1101.61	D370390	POLICE ASSN	15967.80
D370391	SOCAL CREDIT UNION	43817.00	D370392	SOUTHLAND CREDIT UNION	4251.94
W2730	GREAT WEST LIFE 457 #340	101419.68	W2731	GREAT WEST LIFE OBRA#340	1985.75
W2732	INTERNAL REVENUE SERVICE	285184.24	W2733	EMPLOYMENT DEVELOPMENT D	90862.61

**** PAGE TOTAL = 667804.28

TOTAL CHECK PAYMENTS	13	17,784.09
TOTAL DIRECT DEPOSITS	607	1,512,413.07
TOTAL WIRE PAYMENTS	4	479,452.28
	....	.....
GRAND TOTAL PAYMENTS	624	2,009,649.44

Checks #184229 thru #184241, and Direct Deposits #D369786 thru #D370392, and wire #W2730 thru #W2733 presented in the Payroll Register submitted to the Garden Grove City Council 22 SEP 2020, have been audited for accuracy and funds are available for payment thereof.

PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove
Certificate of Warrants
Register Date:
08/19/2020

This is to certify the demands covered by Wires 00000042 to 00000055, EFT numbers 00001927 to 00001937, and check numbers #00665053 through 00665216 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000042	V01539	DELTA DENTAL OF CALIFO	08/19/2020	$21,045.90
00000043	V01539	DELTA DENTAL OF CALIFO	08/19/2020	$2,307.90
00000044	V02036	US BANK TRUST NA	08/19/2020	$508,600.00
00000045	V00732	LINCOLN FINANCIAL GROU	08/19/2020	$6,289.35
00000046	V02088	VISION SERVICE PLAN -	08/19/2020	$6,694.67
00000047	V01375	EMPLOYMENT DEVELOPMENT	08/19/2020	$52,342.00
00000048	V02152	EXPERT PAY CHILD SUPPO	08/19/2020	$1,955.52
00000049	V01545	CITY OF GARDEN GROVE-L	08/19/2020	$70,496.59
00000050	V02091	MARYLAND CHILD SUPPORT	08/19/2020	$343.38
00000051	V01596	PUBLIC EMPLOYEES' RETI	08/19/2020	$618,473.86
00000052	V02090	MICHELE REYNOLDS	08/19/2020	$461.54
00000053	V02089	SHANNON WAINWRIGHT	08/19/2020	$553.85
00000054	V00691	CITY OF GARDEN GROVE-W	08/19/2020	$449,426.09
00000055	V01596	PUBLIC EMPLOYEES' RETI	08/19/2020	$500,364.09
00001927	V00250	SIMPSON CHEVROLET OF GG	08/19/2020	$2,295.63
00001928	V00585	ADMINSURE	08/19/2020	$16,939.00
00001929	V00523	BPS SUPPLY GROUP	08/19/2020	$37.80
00001930	V00657	CALIF FORENSIC PHLEBOTOMY, INC	08/19/2020	$3,210.00
00001931	V01305	FLEMING ENVIRONMENTAL, INC	08/19/2020	$230.00
00001932	V00462	PRO-FORCE MARKETING, INC	08/19/2020	$269.56
00001933	V00506	REDFLEX TRAFFIC SYSTEMS, INC	08/19/2020	$61,600.00
00001934	V00384	STOMMEL, INC	08/19/2020	$4,668.36
00001935	V00261	STRICTLY TECHNOLOGY, LLC	08/19/2020	$2,161.37
00001936	V00520	WESTERN EXTERMINATOR	08/19/2020	$387.00
00001937	V00230	SCHAFER CONSULTING, INC	08/19/2020	$0.01
00665053	V00767	POSTMASTER	08/18/2020	$7,921.20
00665054	V00532	A&A WIPING CLOTH, INC	08/19/2020	$699.81
00665055	V00043	A-THRONE CO , INC	08/19/2020	$143.74
00665056	V02071	ADAMS WELDING INC .	08/19/2020	$789.12
00665057	V01122	ADVANCED CAR CARE, INC	08/19/2020	$432.82
00665058	V00081	AGUINAGA GREEN	08/19/2020	$560.00
00665059	V00627	AKM CONSULTING ENGINEERS	08/19/2020	$14,836.00
00665060	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	08/19/2020	$1,167.45
00665061	V00082	AMERICAN INTERNET SERVICES, LLC	08/19/2020	$823.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665062	V00847	APWA	08/19/2020	$260.00
00665063	V00641	AQUA-METRIC SALES CO	08/19/2020	$8,211.57
00665064	V00599	ARROW TOOLS FASTENERS & SAW, INC	08/19/2020	$30.55
00665065	V00864	ASSOCIATED SOILS ENGINEERING, INC	08/19/2020	$2,220.00
00665066	V02220	BARBARA AVILA	08/19/2020	$1,331.00
00665067	V00645	BARR AND CLARK, INC	08/19/2020	$200.00
00665068	V00489	BAY ALARM COMPANY	08/19/2020	$691.50
00665069	V00644	BC WIRE ROPE & RIGGING	08/19/2020	$61.09
00665070	V00125	BOUND TREE MEDICAL, LLC	08/19/2020	$184.59
00665071	V00649	BROWNELLS, INC	08/19/2020	$282.64
00665072	V01038	BRUCE HALL LAND SURVEYOR, INC	08/19/2020	$13,140.00
00665073	V00175	CABCO YELLOW, INC	08/19/2020	$5,064.25
00665074	V00561	CALIFORNIA BUILDING OFFICIALS	08/19/2020	$585.00
00665075	V01033	CALIFORNIA PARK & RECREATION SOCIETY	08/19/2020	$1,035.00
00665076	V00660	CAMERON WELDING SUPPLY	08/19/2020	$47.99
00665077	V00554	CARL WARREN & CO	08/19/2020	$4,250.00
00665078	V01878	CDCE, INC	08/19/2020	$305,208.75
00665079	V00224	CDW-GOVERNMENT, INC	08/19/2020	$98.32
00665080	V00534	CHEM PRO LABORATORY, INC	08/19/2020	$380.00
00665081	V00092	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	08/19/2020	$103,608.41
00665082	V01525	CHI CONSTRUCTION	08/19/2020	$218,518.05
00665083	V00536	CHILD GUIDANCE CENTER, INC	08/19/2020	$8,131.78
00665084	V00689	CITY OF GARDEN GROVE	08/19/2020	$42.90
00665085	V02215	CLARISSA LEANOR RODRIGUEZ	08/19/2020	$500.00
00665086	V00596	CLEANSTREET	08/19/2020	$59,768.32
00665087	V00428	CLEARS	08/19/2020	$200.00
00665088	V00579	COASTLINE EQUIPMENT	08/19/2020	$288.28
00665089	V00546	COMMUNITY SENIORSERV	08/19/2020	$35,000.00
00665090	V00667	CONTINENTAL CONCRETE CUTTING	08/19/2020	$10,805.00
00665091	V00513	CORELOGIC SOLUTIONS, LLC	08/19/2020	$394.50
00665092	V01068	COUNTY OF ORANGE SOCIAL SERVICES AGENCY	08/19/2020	$340.71
00665093	V00460	CRAFCO, INC	08/19/2020	$2,666.82
00665094	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	08/19/2020	$1,890.97
00665095	V00655	CWELLS PIPELINE MATERIALS, INC	08/19/2020	$38,609.41

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665096	V02161	DANNY DANG	08/19/2020	$9,000.00
00665097	V00281	DAVIS FARR, LLP	08/19/2020	$1,663.00
00665098	V00067	DENNIS GRUBB & ASSOCIATES, LLC	08/19/2020	$400.00
00665099	V00184	DIAMOND ENVIRONMENTAL SERVICES	08/19/2020	$2,756.32
00665100	V02209	DL BEST INVESTMENT INC	08/19/2020	$5,000.00
00665101	V01374	E PATISSERIE & CAFE	08/19/2020	$5,000.00
00665102	V02212	EISWELT GELATO INC	08/19/2020	$5,000.00
00665103	V00270	ES ENGINEERING SERVICES, LLC	08/19/2020	$7,404.75
00665104	V00336	EXCLUSIVE AUTO DETAIL	08/19/2020	$594.00
00665105	V00684	EXPERIAN INFO SOLUTIONS, INC	08/19/2020	$77.00
00665106	V00862	F & B RENTALS	08/19/2020	$247.60
00665107	V00623	FAIR HOUSING FOUNDATION	08/19/2020	$2,804.93
00665108	V01379	FIVESTAR RUBBER STAMP ETC, INC	08/19/2020	$53.67
00665109	V00143	FRYE SIGN CO	08/19/2020	$985.00
00665110	V00054	GALLS LLC	08/19/2020	$552.72
00665111	V00526	GANAHL LUMBER COMPANY	08/19/2020	$5,056.22
00665112	V00218	GRAINGER	08/19/2020	$727.20
00665113	V01386	GREEN HALO SYSTEMS	08/19/2020	$273.00
00665114	V02216	GREENBRIER TERRACES	08/19/2020	$156.60
00665115	V00707	HACH COMPANY, INC	08/19/2020	$7,699.88
00665116	V00711	HILL'S BROS LOCK & SAFE, INC	08/19/2020	$311.57
00665117	V00712	HINDERLITER, DE LLAMAS & ASSOCIATES	08/19/2020	$300.00
00665118	V00034	HOME DEPOT CREDIT SERVICES	08/19/2020	$10,815.95
00665119	V00716	INTERVAL HOUSE	08/19/2020	$3,048.68
00665120	V00531	IRV SEAVER MOTORCYCLES	08/19/2020	$4,955.98
00665121	V01307	IRVINE PIPE & SUPPLY, INC	08/19/2020	$432.44
00665122	V00351	ALEXANDER ISERI	08/19/2020	$300.00
00665123	V00368	JOHNSON CONTROLS SECURITY SOLUTIONS	08/19/2020	$565.25
00665124	V02217	JYOTICA PATEL	08/19/2020	$500.00
00665125	V00725	KNORR SYSTEMS, INC	08/19/2020	$930.25
00665126	V00574	LEE & RO, INC	08/19/2020	$2,309.00
00665127	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	08/19/2020	$336.00
00665128	V00555	LIFECOM, INC	08/19/2020	$65.00
00665129	V00299	LOOPNET	08/19/2020	$237.50
00665130	V02211	LORNA GG LLC	08/19/2020	$130.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665131	V01411	MAGNUM OIL SPREADING, INC	08/19/2020	$352.35
00665132	V02219	MARGIE ROMERO	08/19/2020	$500.00
00665133	V02208	MASTER CLEANER AND WATER	08/19/2020	$5,000.00
00665134	V00736	MC MASTER-CARR SUPPLY CO	08/19/2020	$73.02
00665135	V00737	MERCHANTS BLDG MAINT, LLC	08/19/2020	$26,497.29
00665136	V00420	MIKE RAAHAUGES SHOOTING ENTERPRISES	08/19/2020	$176.00
00665137	V00271	MONTROSE ENVIRONMENTAL GROUP, INC	08/19/2020	$2,243.75
00665138	V00141	MWB COPY PRODUCTS, INC	08/19/2020	$5,537.13
00665139	V00557	NATIONAL CONSTRUCTION RENTALS	08/19/2020	$521.40
00665140	V00741	NIAGARA PLUMBING	08/19/2020	$446.46
00665141	V00467	NICHOLS CONSULTING ENGINEERS, CHTD	08/19/2020	$21,838.00
00665142	V02218	NOE H. GARCIA	08/19/2020	$1,000.00
00665143	V02214	NX UTILITIES	08/19/2020	$1,510.00
00665144	V00459	O'REILLY AUTO PARTS	08/19/2020	$28.04
00665145	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	08/19/2020	$6,530.02
00665146	V00209	WHJ OCN,IND	08/19/2020	$1,000.00
00665147	V00530	ORANGE COUNTY APPLIANCE PARTS	08/19/2020	$24.20
00665148	V02156	ORANGE COUNTY HOUSING AUTHORITY	08/19/2020	$150.00
00665149	V00443	ORANGE COUNTY RANGE STORE, LLC	08/19/2020	$469.79
00665150	V00775	ORANGE COUNTY REGISTER	08/19/2020	$501.36
00665151	V01530	ORANGE COUNTY SANITATION DIST, INC	08/19/2020	$66,253.95
00665152	V00595	PACIFIC COAST CABLING, INC	08/19/2020	$1,081.13
00665153	V00535	PACIFIC INDUSTRIAL WATER SYSTEMS	08/19/2020	$55.00
00665154	V02186	PARAGON PLASTICS INC	08/19/2020	$6,809.71
00665155	V02207	PETER K DO	08/19/2020	$420.00
00665156	V02222	PHAT D. VU	08/19/2020	$2,100.00
00665157	V00382	PRIME TRUCK TIRE SERVICE	08/19/2020	$300.00
00665158	V02180	QUICK CRETE PRODUCTS CORP	08/19/2020	$1,626.90
00665159	V01316	QUINN COMPANY	08/19/2020	$3,917.99
00665160	V00396	RADI'S CUSTOM UPHOLSTERY	08/19/2020	$1,200.00
00665161	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	08/19/2020	$1,832.92
00665162	V02119	REMARKABLE MOVIE NIGHTS	08/19/2020	$12,350.00
00665163	V00015	RICHARD FISHER ASSOCIATES	08/19/2020	$3,171.43
00665164	V00778	ROSEBURROUGH TOOL, INC	08/19/2020	$116.33
00665165	V02221	ROSEWOOD VILLAGE	08/19/2020	$313.20

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665166	V00525	RYAN HERCO PRODUCTS CORP	08/19/2020	$208.93
00665167	V00850	SAFARILAND, LLC	08/19/2020	$191.63
00665168	V00592	SAXE-CLIFFORD, PH D, SUSAN	08/19/2020	$450.00
00665169	V00784	SHOETERIA	08/19/2020	$2,054.35
00665170	V00785	SHRED CONFIDENTIAL, INC	08/19/2020	$149.63
00665171	V01692	SOUTHERN CALIFORNIA NEWS GROUP	08/19/2020	$1,177.32
00665172	V00367	SOUTHERN COMPUTER WAREHOUSE	08/19/2020	$1,083.70
00665173	V00795	SPARKLETTS	08/19/2020	$68.47
00665174	V01445	SPROUT SOCIAL, INC	08/19/2020	$2,690.00
00665175	V00798	STEVEN ENTERPRISES, INC	08/19/2020	$205.48
00665176	V00228	SUPERION, LLC	08/19/2020	$84,350.00
00665177	V00414	SUPPLY SOLUTIONS	08/19/2020	$230.51
00665178	V00568	TEAM OF ADVOCATES FOR SPECIAL KIDS	08/19/2020	$1,109.42
00665179	V02213	THANH LOAN ANDERSON	08/19/2020	$1,200.00
00665180	V01389	THE HOME DEPOT PRO	08/19/2020	$584.86
00665181	V00528	THE ORANGE COUNTY HUMANE SOCIETY	08/19/2020	$24,166.66
00665182	V01621	THOMPSON BUILDING MATERIALS	08/19/2020	$1,122.72
00665183	V00804	THOMSON REUTERS- WEST	08/19/2020	$2,049.34
00665184	V02133	TICK TOCK TONY	08/19/2020	$959.20
00665185	V01206	TOPAZ ALARM CORP	08/19/2020	$50.00
00665186	V00251	TRANSFORMING LIFE CENTER, INC	08/19/2020	$2,121.00
00665187	V00809	TURBO DATA SYSTEMS, INC	08/19/2020	$6,709.33
00665188	V00591	U S ARMOR CORP	08/19/2020	$1,172.43
00665189	V01094	ULINE, INC	08/19/2020	$641.33
00665190	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	08/19/2020	$628.75
00665191	V00814	UNITED PARCEL SERVICE	08/19/2020	$245.84
00665192	V00815	UNITED RENTALS NORTHWEST, INC	08/19/2020	$1,670.14
00665193	V00063	UNIVERSAL Z TUNES, LLC (FIRSTCOM MUSIC)	08/19/2020	$1,856.00
00665194	V02184	UNIVERSITY OF CALIFORNIA IRVINE FOUNDATION	08/19/2020	$10,000.00
00665195	V00501	US BEHAVIORAL HEALTH PLAN, CA	08/19/2020	$1,422.40
00665196	V01627	INC VECTOR RESOURCES	08/19/2020	$1,099.67
00665197	V00035	VERITIV OPERATING COMPANY	08/19/2020	$4,020.71
00665198	V01630	VIPER MONITORING & ANALYSIS, LP	08/19/2020	$4,100.00
00665199	V01672	VMI, INC	08/19/2020	$1,903.13

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665200	V00545	VORTEX INDUSTRIES, INC FILE 1095	08/19/2020	$11,702.56
00665201	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	08/19/2020	$130.83
00665202	V01634	WATER SOURCE SOLUTIONS, INC	08/19/2020	$76.11
00665203	V00823	WATERLINE TECHNOLOGIES, INC	08/19/2020	$3,344.94
00665204	V00824	WAXIE SANITARY SUPPLY	08/19/2020	$422.96
00665205	V01469	WEST YOST ASSOCIATES	08/19/2020	$72,057.75
00665206	V00827	WESTATES MARKING DEVICES & RUBBER STAMP MFG	08/19/2020	$66.50
00665207	V00520	WESTERN EXTERMINATOR	08/19/2020	$384.00
00665208	V01044	WESTERN WATER WORKS	08/19/2020	$3,037.39
00665209	V02075	INC. WESTVIEW SERVICES	08/19/2020	$1,315.00
00665210	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	08/19/2020	$176.20
00665211	V00039	XEROX CORPORATION	08/19/2020	$5,785.20
00665212	V01208	YO-FIRE SUPPLIES	08/19/2020	$6,530.47
00665213	V00836	ZEP SALES & SERVICE	08/19/2020	$207.40
00665214	V00184	DIAMOND ENVIRONMENTAL SERVICES	08/19/2020	$806.54
00665215	V00367	SOUTHERN COMPUTER WAREHOUSE	08/19/2020	$1,565.25
00665216	V00570	STRADLING, YOCCA,CARLSON & RAUTH	08/19/2020	$39,203.64

EFT:	**11**	**$91,798.73**
Check:	**178**	**$3,655,917.85**
Total:	**189**	**$3,747,716.58**

City of Garden Grove
Certificate of Warrants
Register Date:
08/26/2020

This is to certify the demands covered by EFT numbers 00001938 to 00001943, and check numbers #00665217 through 00665365 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00001938	V00650	BUREAU VERITAS NORTH AMERICA, INC	08/26/2020	$7,978.64
00001939	V00430	CANNON CORPORATION	08/26/2020	$28,236.25
00001940	V01042	CHARLES P CROWLEY CO, INC	08/26/2020	$282.95
00001941	V00500	QUADIENT LEASING USA INC	08/26/2020	$933.40
00001942	V00384	STOMMEL, INC	08/26/2020	$20,340.52
00001943	V00520	WESTERN EXTERMINATOR	08/26/2020	$334.50
00665217	V01492	3M	08/26/2020	$91.68
00665218	V00043	A-THRONE CO , INC	08/26/2020	$623.90
00665219	V02071	ADAMS WELDING INC .	08/26/2020	$300.00
00665220	V01122	ADVANCED CAR CARE, INC	08/26/2020	$773.42
00665221	V00048	AIS ADVANCED IMAGING STRATEGIES, INC	08/26/2020	$495.60
00665222	V00864	ASSOCIATED SOILS ENGINEERING, INC	08/26/2020	$2,385.00
00665223	V00033	AT&T CORP	08/26/2020	$9,225.03
00665224	V00429	BEE REMOVERS	08/26/2020	$175.00
00665225	V02190	BEL-AIR SHELLS	08/26/2020	$1,398.91
00665226	V00646	BENDRITE SHEET METAL, INC	08/26/2020	$198.26
00665227	V02237	BEST CLEANERS	08/26/2020	$50,000.00
00665228	V00074	BSN SPORTS, LLC	08/26/2020	$3,620.07
00665229	V02231	C.O.R.	08/26/2020	$174.37
00665230	V00453	CALPACS	08/26/2020	$275.00
00665231	V00660	CAMERON WELDING SUPPLY	08/26/2020	$140.15
00665232	V00224	CDW-GOVERNMENT, INC	08/26/2020	$10.58
00665233	V02199	CHINESE LA DAILY NEWS	08/26/2020	$216.00
00665234	V00689	CITY OF GARDEN GROVE	08/26/2020	$162.32
00665235	V00832	CITY OF WESTMINSTER	08/26/2020	$900.00
00665236	V00579	COASTLINE EQUIPMENT	08/26/2020	$0.00
00665237	V02129	CONTINENTAL COMPUTERS / WLANMALL	08/26/2020	$230.72
00665238	V00667	CONTINENTAL CONCRETE CUTTING	08/26/2020	$1,405.00
00665239	V00668	CONTROL AUTOMATION DESIGN	08/26/2020	$930.00
00665240	V00669	CONTROLLED MOTION SOLUTIONS, INC	08/26/2020	$156.62
00665241	V00497	CORDOVA & SON, INC	08/26/2020	$1,284.70
00665242	V01134	COUNTY OF ORANGE TREAS REV RECOVERY-A/R UNIT	08/26/2020	$1,608.00
00665243	V00655	CWELLS PIPELINE MATERIALS, INC	08/26/2020	$873.48
00665244	V00655	CWELLS PIPELINE MATERIALS, INC	08/26/2020	$1,705.21

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665245	V00481	DATA TICKET, INC	08/26/2020	$75.00
00665246	V01366	DEWBERRY ARCHITECTS, INC	08/26/2020	$5,598.60
00665247	V02251	DUY NGUYEN	08/26/2020	$1,027.33
00665248	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	08/26/2020	$13,837.50
00665249	V00862	F & B RENTALS	08/26/2020	$307.60
00665250	V02228	FAR WEST INDUSTRIES	08/26/2020	$850.11
00665251	V00829	FERGUSON ENTERPRISES, INC 1350	08/26/2020	$4,673.13
00665252	V00276	FG SOLUTIONS, LLC	08/26/2020	$5,331.00
00665253	V00054	GALLS LLC	08/26/2020	$1,667.39
00665254	V00054	GALLS LLC	08/26/2020	$6,336.52
00665255	V00526	GANAHL LUMBER COMPANY	08/26/2020	$537.70
00665256	V00140	GARDEN GROVE SECURED STORAGE	08/26/2020	$250.00
00665257	V00588	GMS AUTOGLASS	08/26/2020	$655.51
00665258	V01485	GOODIE'S UNIFORMS	08/26/2020	$1,529.34
00665259	V00218	GRAINGER	08/26/2020	$3,778.73
00665260	V00841	GROUP DELTA CONSULTANTS,INC	08/26/2020	$8,305.00
00665261	V00707	HACH COMPANY, INC	08/26/2020	$4,656.06
00665262	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	08/26/2020	$8,781.94
00665263	V00503	HF&H CONSULTANTS, LLC	08/26/2020	$1,370.25
00665264	V00711	HILL'S BROS LOCK & SAFE, INC	08/26/2020	$3,334.34
00665265	V00710	HILLCO FASTENER WAREHOUSE	08/26/2020	$10.88
00665266	V02259	HOMECO INC	08/26/2020	$1,286.63
00665267	V00713	HOTSY OF SOUTHERN CALIFORNIA	08/26/2020	$274.59
00665268	V00135	IMPERIAL SPRINKLER SUPPLY, INC	08/26/2020	$628.80
00665269	V00300	IPROMOTEU	08/26/2020	$1,767.19
00665270	V00531	IRV SEAVER MOTORCYCLES	08/26/2020	$221.47
00665271	V01397	ITJ, LLC	08/26/2020	$200.00
00665272	V00717	J & M SERVICE, INC	08/26/2020	$228.04
00665273	V00724	KLEINFELDER WEST,INC	08/26/2020	$3,139.75
00665274	V00725	KNORR SYSTEMS, INC	08/26/2020	$2,416.99
00665275	V00725	KNORR SYSTEMS, INC	08/26/2020	$2,863.67
00665276	V00220	LABSOURCE, INC	08/26/2020	$646.84
00665277	V00574	LEE & RO, INC	08/26/2020	$43,770.50
00665278	V00555	LIFECOM, INC	08/26/2020	$2,093.45

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665279	V00732	LINCOLN FINANCIAL GROUP	08/26/2020	$14,095.08
00665280	V01657	LYTLE SCREENPRINTING, INC	08/26/2020	$624.95
00665281	V01411	MAGNUM OIL SPREADING, INC	08/26/2020	$665.55
00665282	V00285	MARK BEDOR	08/26/2020	$300.00
00665283	V00737	MERCHANTS BLDG MAINT, LLC	08/26/2020	$1,527.90
00665284	V01177	METROLINK TRAINS	08/26/2020	$525.00
00665285	V00053	MOBILE WIRELESS	08/26/2020	$12,961.00
00665286	V00217	MOTOROLA SOLUTIONS, INC	08/26/2020	$330.00
00665287	V00557	NATIONAL CONSTRUCTION RENTALS	08/26/2020	$88.38
00665288	V01280	NATIONAL CREDIT REPORTING	08/26/2020	$27.90
00665289	V01416	NEWMAN POOL SERVICE, INC	08/26/2020	$95.00
00665290	V02256	NGUYEN D. DUY MD	08/26/2020	$922.00
00665291	V00741	NIAGARA PLUMBING	08/26/2020	$206.19
00665292	V02252	INC OASIS MEDSPA	08/26/2020	$5,000.00
00665293	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	08/26/2020	$3,262.00
00665294	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	08/26/2020	$4,230.67
00665295	V00209	WHJ OCN,IND	08/26/2020	$3,172.20
00665296	V00371	OFFICE DEPOT, INC	08/26/2020	$1,878.87
00665297	V00291	ONESOURCE DISTRIBUTORS, LLC	08/26/2020	$240.66
00665298	V00786	ORANGE COUNTY CHIEFS OF POLICE & SHERIFF'S ASSOC	08/26/2020	$250.00
00665299	V02186	PARAGON PLASTICS INC	08/26/2020	$2,983.64
00665300	V00756	PARKHOUSE TIRE, INC	08/26/2020	$2,296.53
00665301	V00766	POOL WATER PRODUCTS	08/26/2020	$97.44
00665302	V01124	PRIMA	08/26/2020	$385.00
00665303	V00382	PRIME TRUCK TIRE SERVICE	08/26/2020	$310.00
00665304	V01804	PRO FURNITURE INSTALLS	08/26/2020	$977.83
00665305	V00127	QUALITY CODE PUBLISHING	08/26/2020	$1,178.25
00665306	V01316	QUINN COMPANY	08/26/2020	$864.58
00665307	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	08/26/2020	$4,504.03
00665308	V00652	RUSSELL SIGLER, INC	08/26/2020	$994.05
00665309	V00207	SABP, INC SABP REPROGRAPHICS	08/26/2020	$209.12
00665310	V00780	SAFETY 1st PEST CONTROL, INC	08/26/2020	$1,475.00
00665311	V00839	SANTA ANA COLLEGE CRIMINAL JUSTICE ACADEMIES	08/26/2020	$2,116.00
00665312	V00782	SANTA ANA RIVER FLOOD PROTECTION AGY	08/26/2020	$1,300.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665313	V02229	SATER ELECTRIC	08/26/2020	$144.00
00665314	V00230	SCHAFER CONSULTING, INC	08/26/2020	$37,687.50
00665315	V00159	SCOTT EQUIPMENT	08/26/2020	$343.43
00665316	V00785	SHRED CONFIDENTIAL, INC	08/26/2020	$94.50
00665317	V00120	SIEMENS MOBILITY, INC	08/26/2020	$1,650.00
00665318	V02159	SIR SPEEDY PRINTING	08/26/2020	$2,757.51
00665319	V00225	SITEONE LANDSCAPE SUPPLY HLDING	08/26/2020	$2,063.04
00665320	V00787	SMITH PIPE & SUPPLY COMPANY, INC	08/26/2020	$3,116.36
00665321	V00789	SO CALIF EDISON CO	08/26/2020	$27.30
00665322	V01789	SONSRAY MACHINERY, LLC	08/26/2020	$230.01
00665323	V00367	SOUTHERN COMPUTER WAREHOUSE	08/26/2020	$1,290.61
00665324	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	08/26/2020	$5,895.88
00665325	V00160	SOUTHERN COUNTIES OIL COMPANY	08/26/2020	$39,601.88
00665326	V01119	STANDARD INSURANCE CO RAS EXECUTIVE BENEFITS	08/26/2020	$821.70
00665327	V01199	STANDARD INSURANCE COMPANY 00 643061 0001	08/26/2020	$21,571.87
00665328	V00213	STATE INDUSTRIAL PRODUCTS	08/26/2020	$542.49
00665329	V00615	STRAY CAT ALLIANCE	08/26/2020	$14,351.22
00665330	V00364	SUNBELT RENTALS	08/26/2020	$1,566.66
00665331	V00365	SUPERCO SPECIALTY PRODUCTS	08/26/2020	$1,195.70
00665332	V00228	SUPERION, LLC	08/26/2020	$25,891.25
00665333	V02238	SUPERIOR CLEANERS	08/26/2020	$7,500.00
00665334	V00244	SWANK MOTION PICTURES, INC	08/26/2020	$685.00
00665335	V02253	T & Y INC	08/26/2020	$10,500.00
00665336	V02230	THANH NGUYEN	08/26/2020	$402.22
00665337	V01389	THE HOME DEPOT PRO	08/26/2020	$102.75
00665338	V00212	THE SHERWIN-WILLIAMS CO	08/26/2020	$77.55
00665339	V01621	THOMPSON BUILDING MATERIALS	08/26/2020	$48.98
00665340	V00843	TILLEY CRANE INSPECTION SERVICE	08/26/2020	$2,495.00
00665341	V00080	TIN LOCKSMITH, INC	08/26/2020	$460.00
00665342	V01206	TOPAZ ALARM CORP	08/26/2020	$25.00
00665343	V00049	TPX COMMUNICATIONS CO	08/26/2020	$1,763.68
00665344	V00800	TT TECHNOLOGIES, INC	08/26/2020	$5,010.07
00665345	V02254	TUYET NGUYEN	08/26/2020	$73.00
00665346	V00591	U S ARMOR CORP	08/26/2020	$780.14

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665347	V00811	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	08/26/2020	$173.53
00665348	V00812	UNIFIRST CORP	08/26/2020	$2,347.89
00665349	V00815	UNITED RENTALS NORTHWEST, INC	08/26/2020	$711.78
00665350	V02255	UPLIFT LAW	08/26/2020	$13,000.00
00665351	V00818	VASILJ, INC	08/26/2020	$179,997.38
00665352	V00545	VORTEX INDUSTRIES, INC FILE 1095	08/26/2020	$403.63
00665353	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	08/26/2020	$824.84
00665354	V00527	WALTERS WHOLESALE ELECTRIC	08/26/2020	$0.00
00665355	V00823	WATERLINE TECHNOLOGIES, INC	08/26/2020	$201.60
00665356	V00824	WAXIE SANITARY SUPPLY	08/26/2020	$469.80
00665357	V00826	WEST COAST ARBORISTS, INC	08/26/2020	$9,603.00
00665358	V00828	WEST COAST SAND & GRAVEL	08/26/2020	$580.45
00665359	V02075	INC. WESTVIEW SERVICES	08/26/2020	$493.00
00665360	V01474	WEX BANK	08/26/2020	$1,213.34
00665361	V01731	WILLDAN ENGINEERING	08/26/2020	$10,800.00
00665362	V00134	WILLIAMS & MAHER, INC	08/26/2020	$1,531.49
00665363	V02243	WINSTON PROFESSIONAL INVESTMENT, INC.	08/26/2020	$50,000.00
00665364	V00039	XEROX CORPORATION	08/26/2020	$5,785.20
00665365	V01208	YO-FIRE SUPPLIES	08/26/2020	$23,967.41

EFT:	**6**	**$58,106.26**
Check:	**149**	**$774,776.33**
Total:	**155**	**$832,882.59**

City of Garden Grove
Certificate of Warrants
Register Dates:
08/31/20 – 09/02/20

This is to certify the demands covered by Wires 00000056 to 00000067, EFT numbers 00001944 to 00002899, and check numbers #00665366 through 00665746 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000056	V00792	SO CALIF GAS CO	08/31/2020	$543.24
00000057	V02089	SHANNON WAINWRIGHT	08/31/2020	$553.85
00000058	V02261	INC GARDEN GROVE MXD	08/31/2020	$118,405.05
00000059	V01478	ANAHEIM ORANGE COUNTY	08/31/2020	$8,159.83
00000060	V00541	MUNICIPAL WATER DISTRI	08/31/2020	$1,670,555.35
00000061	V01579	ORANGE COUNTY FIRE AUT	08/31/2020	$1,971,366.00
00000062	V01596	PUBLIC EMPLOYEES' RETI	08/31/2020	$483,813.90
00000063	V02036	US BANK TRUST NA	08/31/2020	$717,610.00
00000064	V00187	ALLIANT INSURANCE SERV	08/31/2020	$9,908.00
00000065	V02152	EXPERT PAY CHILD SUPPO	08/31/2020	$1,955.52
00000066	V02091	MARYLAND CHILD SUPPORT	08/31/2020	$343.38
00000067	V02090	MICHELE REYNOLDS	08/31/2020	$461.54
00001944	H0951	12392 TO 12432 GROVEVIEW	09/01/2020	$713.00
00001945	H3409	12911 GALWAY ST, LLC	09/01/2020	$3,540.00
00001946	H3297	13251 NEWLAND, LLC	09/01/2020	$11,830.00
00001947	H4567	15915 LA FORGE ST WHITTIER, LLC	09/01/2020	$1,795.00
00001948	H3906	19822 BROOKHURST, LLC	09/01/2020	$2,563.00
00001949	H2617	2300 W EL SEGUNDO, LP	09/01/2020	$11,065.00
00001950	H4149	2555 WEST WINSTON ROAD, LP PEBBLE COVE APARTMENTS	09/01/2020	$1,167.00
00001951	H4791	606 SOUTH 6TH ST ASSOCIATES, LP	09/01/2020	$6,970.00
00001952	H2483	7632 21ST ST, LP	09/01/2020	$5,131.00
00001953	H2971	8080 BEVER PLACE-NEGBA, LLC	09/01/2020	$1,500.00
00001954	H4654	8572 STANFORD, LLC	09/01/2020	$1,796.00
00001955	H1044	ABCO CROWN VILLA,LTD	09/01/2020	$1,825.00
00001956	H3560	ACACIA VILLAGE	09/01/2020	$21,934.00
00001957	H9002	ACACIAN APTS	09/01/2020	$35,810.00
00001958	H4585	ACT EQUITIES, LLC	09/01/2020	$2,486.00
00001959	H4389	ADRIATIC APTS	09/01/2020	$942.00
00001960	H3401	AEGEAN APARTMENTS	09/01/2020	$5,827.00
00001961	H4741	PARVIZ ALAI	09/01/2020	$5,442.00
00001962	H00033	ALEXANY NGUYEN PROPERTIES, LLC	09/01/2020	$1,205.00
00001963	H3512	ALFRED P VU & JULIE NGA HO, LLC	09/01/2020	$3,768.00
00001964	H1684	REHANA ALIBULLA	09/01/2020	$2,002.00

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00001965	H4121	ALLARD APARTMENT, LLC	09/01/2020	$5,143.00
00001966	H3645	LYNN KATHLEEN ALLEN	09/01/2020	$1,417.00
00001967	H2454	ALTEZA,INC	09/01/2020	$2,041.00
00001968	H4668	AMCAL OCEANA FUND, LP OCEANA APARTMENTS	09/01/2020	$1,771.00
00001969	H2489	AMERICAN FAMILY HOUSING	09/01/2020	$1,220.00
00001970	H2938	ANAHEIM SUNSET PLAZA APTS	09/01/2020	$6,850.00
00001971	H4371	CHUNG NAN AOU	09/01/2020	$1,094.00
00001972	H4254	ARBOR VILLAS, LLC	09/01/2020	$1,540.00
00001973	H4027	TIMOTEO ARJON	09/01/2020	$1,278.00
00001974	H4729	ARTESIA BOULEVARD 44, LLC	09/01/2020	$1,636.00
00001975	H3930	EIDA A ATTIA	09/01/2020	$1,658.00
00001976	H4272	PAUL AUDUONG	09/01/2020	$799.00
00001977	H4532	AUGUSTA GROUP INVESTMENTS INC	09/01/2020	$1,423.00
00001978	H2062	AYNEM INVESTMENTS, LP	09/01/2020	$15,173.00
00001979	H4505	BACH & JASON NGUYEN INVESTMENT LLC	09/01/2020	$1,395.00
00001980	H4769	PHINAK BAK	09/01/2020	$1,165.00
00001981	H4295	BAKER RANCH AFFORDABLE, LP	09/01/2020	$1,845.00
00001982	H4403	HA BANH	09/01/2020	$1,411.00
00001983	H2370	BARRY SAYWITZ PROP TWO, LP	09/01/2020	$6,153.00
00001984	H4777	BDA INVESTMENTS, LLC	09/01/2020	$1,130.00
00001985	H4797	BEACH CREEK PARTNERS II, LP	09/01/2020	$1,255.00
00001986	H4735	BEACHWOOD VILLAGE APARTMENTS	09/01/2020	$1,207.00
00001987	H4368	BEHRENS PROPERTIES, LLC	09/01/2020	$967.00
00001988	H3168	BELAGE PRESERVATION, LP	09/01/2020	$2,116.00
00001989	H4463	BERTINA PANG LOH CHANG	09/01/2020	$560.00
00001990	H3365	JAIME OR MAGALI BERTRAN	09/01/2020	$1,294.00
00001991	H3115	ANIL BHALANI	09/01/2020	$1,121.00
00001992	H0645	N C BHATT	09/01/2020	$4,332.00
00001993	H4746	BMN INVESTMENTS, INC	09/01/2020	$2,245.00
00001994	H3312	KELLY BORTHWICK	09/01/2020	$1,249.00
00001995	H3966	ADEL A BOUTROS	09/01/2020	$1,449.00
00001996	H4331	BOWEN PROPERTY, LLC	09/01/2020	$1,355.00
00001997	H0231	MAI BOZARJIAN	09/01/2020	$20,641.00
00001998	H4085	MAI BOZARJIAN	09/01/2020	$3,739.00
00001999	H4399	BRIAR CREST / ROSE CREST	09/01/2020	$3,264.00

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00002000	H4784	BRIDGE WF CRYSTAL VIEW AGP, LLC	09/01/2020	$3,486.00
00002001	H0968	SHARON OR NORMAN BROWN	09/01/2020	$2,988.00
00002002	H4475	BUENA PARK SUNRISE APTS, LP	09/01/2020	$1,203.00
00002003	H4088	BACH BUI	09/01/2020	$1,049.00
00002004	H4656	DANIEL D BUI	09/01/2020	$1,954.00
00002005	H3590	DUNG BUI	09/01/2020	$1,694.00
00002006	H3898	KIMBERLY BUI	09/01/2020	$2,471.00
00002007	H4699	KIMLOAN THI BUI	09/01/2020	$1,298.00
00002008	H1770	LAI BUI	09/01/2020	$1,122.00
00002009	H4664	LONG BUI	09/01/2020	$1,319.00
00002010	H0276	MINH Q BUI	09/01/2020	$3,879.00
00002011	H3322	MONICA BUI	09/01/2020	$2,839.00
00002012	H1510	NGA HUYNH BUI	09/01/2020	$1,005.00
00002013	H4215	SON VAN BUI	09/01/2020	$1,783.00
00002014	H4779	TAM BUI	09/01/2020	$963.00
00002015	H4760	THINH BUI	09/01/2020	$2,260.00
00002016	H4108	THUAN BUI	09/01/2020	$2,336.00
00002017	H4075	TRIET THO-MINH BUI	09/01/2020	$1,768.00
00002018	H3524	DAVID M BURLEY	09/01/2020	$1,524.00
00002019	H2916	THU T CAI-NGUYEN	09/01/2020	$745.00
00002020	H3272	CAMBRIDGE HEIGHTS, LP	09/01/2020	$1,593.00
00002021	H2159	HUONG B CAO	09/01/2020	$630.00
00002022	H4457	MYTRANG CAO	09/01/2020	$1,181.00
00002023	H2856	PHUOC GIA CAO	09/01/2020	$1,055.00
00002024	H4524	CASA MADRID	09/01/2020	$4,537.00
00002025	H4073	CASCADE TERRACE APARTMENTS	09/01/2020	$4,738.00
00002026	H4689	DAVID G CASCINO	09/01/2020	$1,936.00
00002027	H3904	KOU LEAN CHAN	09/01/2020	$909.00
00002028	H4466	TIFFANNIE L CHAN	09/01/2020	$1,045.00
00002029	H4135	CHIEN CHAN,MIN OR TRAN	09/01/2020	$2,440.00
00002030	H1229	EVELYN CHANG	09/01/2020	$2,876.00
00002031	H9008	SHERRI CHANG	09/01/2020	$1,938.00
00002032	H3586	WARREN CHANG	09/01/2020	$801.00
00002033	H1368	CHARLESTON GARDENS, LLC	09/01/2020	$1,270.00
00002034	H1239	CHATHAM VILLAGE APTS	09/01/2020	$4,729.00

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00002035	H3494	ALICE CHAU	09/01/2020	$2,505.00
00002036	H4714	KENNY CHAU	09/01/2020	$1,640.00
00002037	H3757	DENNIS KYINSAN CHEN	09/01/2020	$4,103.00
00002038	H1362	SHIAO-YUNG CHEN	09/01/2020	$5,884.00
00002039	H9010	T C CHEN	09/01/2020	$26,953.00
00002040	H1788	STEPHEN CHEUNG	09/01/2020	$1,589.00
00002041	H3094	PAUL M CHEY	09/01/2020	$1,059.00
00002042	H4707	NARITH CHHUM	09/01/2020	$1,691.00
00002043	H0317	LI-YONG CHIANG	09/01/2020	$1,653.00
00002044	H0159	DON J G CHONG	09/01/2020	$4,763.00
00002045	H1946	JOHN CHUN	09/01/2020	$1,131.00
00002046	H9011	KYU B CHUNG	09/01/2020	$5,166.00
00002047	H4723	CINCO TRAN, LLC	09/01/2020	$1,435.00
00002048	H4444	CITRUS GROVE, LP	09/01/2020	$739.00
00002049	H3246	KATHLEEN P CLIFTON	09/01/2020	$1,292.00
00002050	H4785	CM 2080 NEW, LLC	09/01/2020	$817.00
00002051	H0776	PONCH CO	09/01/2020	$1,101.00
00002052	H3137	KATHY D COLACION	09/01/2020	$2,222.00
00002053	H4337	COMMUNITY GARDENS PARTNERS, LP	09/01/2020	$5,119.00
00002054	H3359	NORMA S CONCEPCION	09/01/2020	$1,288.00
00002055	H2193	CONCORD MGMT, LLC	09/01/2020	$622.00
00002056	H3752	CONNOR PINES, LLC	09/01/2020	$12,419.00
00002057	H0642	CONTINENTAL GARDENS APTS	09/01/2020	$10,890.00
00002058	H1134	CONTINENTAL GARDENS APTS	09/01/2020	$4,404.00
00002059	H4342	CORNER CAPITAL INVESTMENTS	09/01/2020	$771.00
00002060	H0039	COURTYARD VILLAS	09/01/2020	$8,388.00
00002061	H4626	CYNTHIA COY, CHRISTINE OR FREEMAN	09/01/2020	$1,355.00
00002062	H4280	KERILYN CRUZAT	09/01/2020	$1,031.00
00002063	H4556	CST CAPITAL, LLC	09/01/2020	$1,136.00
00002064	H4686	CTC INVESTMENT GROUP, INC	09/01/2020	$484.00
00002065	H0017	KHANH CUNG	09/01/2020	$3,601.00
00002066	H3376	CURTIS FAMILY TRUST	09/01/2020	$1,502.00
00002067	H4659	D1 SENIOR IRVINE HOUSING PARTNERS, LP	09/01/2020	$1,285.00
00002068	H2985	NGHIA HO OR PHAN VE TU DAC	09/01/2020	$4,231.00
00002069	H4646	HUONG NGOC DAI	09/01/2020	$1,459.00

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00002070	H2100	BINH DINH DAM	09/01/2020	$1,240.00
00002071	H3947	ANNIE DANG	09/01/2020	$1,820.00
00002072	H3369	CHINH VAN DANG	09/01/2020	$1,756.00
00002073	H4561	MIKE M DANG	09/01/2020	$2,054.00
00002074	H3065	DAVID DANG	09/01/2020	$1,026.00
00002075	H4598	THANH-THUY THI DANG	09/01/2020	$1,029.00
00002076	H1895	JOSEPH N DAO	09/01/2020	$1,262.00
00002077	H4303	MINH DAO	09/01/2020	$841.00
00002078	H1245	NELSON NGUYEN DAO	09/01/2020	$4,071.00
00002079	H1750	TRU DAO	09/01/2020	$4,123.00
00002080	H2184	TU VAN DAO	09/01/2020	$977.00
00002081	H9413	TU VAN DAO	09/01/2020	$1,128.00
00002082	H3021	NGOC-THUY DAO	09/01/2020	$1,266.00
00002083	H1802	LUONG-NGUYEN DAO-PHAM, LOC THI OR PHAM	09/01/2020	$2,479.00
00002084	H4239	RICHARD DAVIS	09/01/2020	$1,324.00
00002085	H3054	SON OR MICHELLE DAVIS	09/01/2020	$1,150.00
00002086	H3354	DDA, LLC	09/01/2020	$1,219.00
00002087	H4607	DE ANZA PLAZA APTS II	09/01/2020	$2,309.00
00002088	H4071	DEERING II FAMILY, LP	09/01/2020	$1,032.00
00002089	H3626	CLARA J DEWYER	09/01/2020	$934.00
00002090	H4583	HOI TUAN DIEP	09/01/2020	$1,315.00
00002091	H3483	CHINH DINH	09/01/2020	$1,326.00
00002092	H2147	HANH DINH	09/01/2020	$2,002.00
00002093	H4223	KATHLEEN DINH	09/01/2020	$1,600.00
00002094	H4614	KATHY DINH	09/01/2020	$2,698.00
00002095	H1479	KIM DINH	09/01/2020	$1,100.00
00002096	H4373	LAN THAI DINH	09/01/2020	$5,770.00
00002097	H3629	LONG T DINH	09/01/2020	$3,370.00
00002098	H4372	NHU Y DINH	09/01/2020	$1,244.00
00002099	H4406	THU V DINH	09/01/2020	$1,974.00
00002100	H4594	TUAN DINH	09/01/2020	$1,606.00
00002101	H4619	Y NHA DINH	09/01/2020	$2,451.00
00002102	H2769	THANH DINH	09/01/2020	$1,690.00
00002103	H3284	DNK PROPERTY, LLC	09/01/2020	$15,042.00
00002104	H4498	BRANDON BINH DO	09/01/2020	$2,205.00

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00002105	H4717	BYRON DO	09/01/2020	$2,650.00
00002106	H4718	DAITRANG DO	09/01/2020	$2,777.00
00002107	H4418	DOMINIC HAU DO	09/01/2020	$1,969.00
00002108	H4544	JONATHAN DO	09/01/2020	$446.00
00002109	H1867	MINH C DO	09/01/2020	$4,402.00
00002110	H4450	MY-PHUONG DO	09/01/2020	$1,375.00
00002111	H1674	NANCY DO	09/01/2020	$1,043.00
00002112	H4802	NGA N DO	09/01/2020	$2,301.00
00002113	H3593	THUY THI DO	09/01/2020	$1,073.00
00002114	H3181	TIM DO	09/01/2020	$927.00
00002115	H3671	TINA DO	09/01/2020	$1,291.00
00002116	H9016	TINA DO	09/01/2020	$3,416.00
00002117	H3732	XUYEN THI DO	09/01/2020	$1,105.00
00002118	H0580	HARRY DOAN	09/01/2020	$654.00
00002119	H4639	HIEP THI DOAN	09/01/2020	$4,224.00
00002120	H3609	HOAI T DOAN	09/01/2020	$1,123.00
00002121	H4808	HUEY G DOAN	09/01/2020	$3,859.00
00002122	H3999	HUY DOAN	09/01/2020	$1,787.00
00002123	H4289	HUY DOAN	09/01/2020	$1,092.00
00002124	H4420	KYLAM DOAN	09/01/2020	$1,620.00
00002125	H3980	NHA & JOANNE TRANG VU DOAN	09/01/2020	$1,637.00
00002126	H3855	PHUONGNGA THI DOAN	09/01/2020	$2,111.00
00002127	H4615	THANH QUE DOAN	09/01/2020	$1,616.00
00002128	H4228	WILLIAM D DOHANH	09/01/2020	$2,075.00
00002129	H2424	JERRY DOIDGE	09/01/2020	$1,363.00
00002130	H3382	DOLCE VITA INVESTMENTS, LLC	09/01/2020	$3,562.00
00002131	H1744	MINH TRANG DONG	09/01/2020	$1,063.00
00002132	H2945	DORADO SENIOR APARTMENTS, LP	09/01/2020	$1,977.00
00002133	H4413	WILLIAM A DOWD III	09/01/2020	$891.00
00002134	H3228	DSN INVESTMENT GROUP, LLC	09/01/2020	$6,901.00
00002135	H3510	DTP INVESTMENTS, LLC	09/01/2020	$3,023.00
00002136	H4464	CHRISTINE H DU	09/01/2020	$1,429.00
00002137	H4229	DUC NGUYEN AND PAULINE NGUYEN, LLC	09/01/2020	$936.00
00002138	H4050	DUCATO GARDENS, LLC	09/01/2020	$846.00
00002139	H1385	DAVID C DUNN	09/01/2020	$2,985.00

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00002140	H9021	DAVID F DUNNETT	09/01/2020	$2,647.00
00002141	H3866	HONG MANH DUONG	09/01/2020	$937.00
00002142	H4313	LOM DUONG	09/01/2020	$1,521.00
00002143	H1885	MINH B DUONG	09/01/2020	$5,205.00
00002144	H3688	THAI VAN DUONG	09/01/2020	$1,296.00
00002145	H3087	CHI THI DUONG	09/01/2020	$1,926.00
00002146	H2869	HUNG Q DUONG	09/01/2020	$1,236.00
00002147	H2781	GLADYS DYO	09/01/2020	$585.00
00002148	H2422	EASTWIND PROPERTIES, LLC	09/01/2020	$2,606.00
00002149	H4770	EBL, LLC	09/01/2020	$4,703.00
00002150	H2036	DANIEL T EDLUND	09/01/2020	$1,656.00
00002151	H9025	GERALD EHLE	09/01/2020	$1,954.00
00002152	H4250	EL PUEBLO APTS	09/01/2020	$1,501.00
00002153	H4294	EL RAY PARTNERS, LLC	09/01/2020	$7,512.00
00002154	H4438	ELIAS CAPITAL GROUP, LLC	09/01/2020	$2,619.00
00002155	H4048	EMERALD COURT APARTMENTS	09/01/2020	$1,257.00
00002156	H4234	TERRY C ENGEL	09/01/2020	$997.00
00002157	H3299	EVERGREEN ESTATE EXPANSION, LLC	09/01/2020	$8,575.00
00002158	H1553	FAIRVIEW MGMT COMPANY	09/01/2020	$2,498.00
00002159	H5769	BOONE FAN	09/01/2020	$2,312.00
00002160	H3034	FBC APARTMENTS	09/01/2020	$780.00
00002161	H4757	FG GOLDENWEST SENIOR APTS, LP	09/01/2020	$11,836.00
00002162	H1702	FLOYD H FIELDS	09/01/2020	$1,180.00
00002163	H1689	WENDY FINCH	09/01/2020	$986.00
00002164	H6700	FIVE POINTS SENIOR APTS	09/01/2020	$2,455.00
00002165	H3329	FOREVERGREEN EXPANSION, LLC	09/01/2020	$1,463.00
00002166	H2834	FOUNTAIN GLEN AT ANAHEIM HILLS	09/01/2020	$1,436.00
00002167	H7410	FRANCISCAN GARDENS APTS	09/01/2020	$22,538.00
00002168	H2569	WILLIAM FRECHTMAN	09/01/2020	$1,221.00
00002169	H4610	FREEDOMPATH PROPERTIES, LLC	09/01/2020	$1,309.00
00002170	H4281	FREMONT 2225	09/01/2020	$1,535.00
00002171	H3691	FU CRAIG FA, LLC	09/01/2020	$4,566.00
00002172	H2215	KARL GANZ	09/01/2020	$969.00
00002173	H3384	ALBINO GARCIA	09/01/2020	$2,593.00
00002174	H4412	NORMA OR WILLIAM GARCIA	09/01/2020	$1,297.00

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00002175	V00694	GARDEN GROVE HOUSING AUTHORITY-ESCROW ACCT	09/01/2020	$4,153.00
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00002177	H3130	CAROL GARZA	09/01/2020	$632.00
00002178	H2029	GEORGIAN APTS	09/01/2020	$1,107.00
00002179	H4137	AARON & CASSANDRA GERMAIN	09/01/2020	$1,276.00
00002180	H4037	BRIGITTE GIACALONE	09/01/2020	$966.00
00002181	H4742	GIERS WELLS PARTNERSHIP	09/01/2020	$3,040.00
00002182	H3894	GIGI APARTMENTS	09/01/2020	$1,955.00
00002183	H4046	GLENHAVEN MOBILODGE	09/01/2020	$608.00
00002184	H4346	HENRY S GOMEZ	09/01/2020	$1,540.00
00002185	H3072	GREEN LANTERN VILLAGE CALIFORNIA MHPMGT CO	09/01/2020	$395.00
00002186	H2737	WILLIAM GREEN	09/01/2020	$1,199.00
00002187	H3833	GREENFIELDSIDE, LLC	09/01/2020	$1,976.00
00002188	H3639	GROVE PARK LP	09/01/2020	$70,322.00
00002189	H9028	JIM GULMESOFF	09/01/2020	$6,328.00
00002190	H4437	TIMOTHY M GUSTIN	09/01/2020	$699.00
00002191	H3949	GINA GUYUMJYAN	09/01/2020	$3,221.00
00002192	H4172	HA OF DEKALB COUNTY	09/01/2020	$666.96
00002193	H4692	CASIE HA	09/01/2020	$2,288.00
00002194	H4092	DAC T HA	09/01/2020	$1,324.00
00002195	H1824	KHIEM Q HA	09/01/2020	$1,025.00
00002196	H4562	TRAN D HA	09/01/2020	$2,886.00
00002197	H3735	TRIET M HA	09/01/2020	$1,136.00
00002198	H4750	YU HAH	09/01/2020	$1,136.00
00002199	H0550	HALL & ASSOCIATES, INC	09/01/2020	$4,185.00
00002200	H1969	LINDA HAN	09/01/2020	$2,081.00
00002201	H5208	CLIFTON & BRENDA HANSON	09/01/2020	$2,544.00
00002202	H3838	STEVEN HAU	09/01/2020	$1,801.00
00002203	H2955	HERITAGE PARK	09/01/2020	$3,747.00
00002204	H0515	HERITAGE VILLAGE ANAHEIM	09/01/2020	$1,316.00
00002205	H4708	HIGHLAND FINANCE INVESTMENTS CORP	09/01/2020	$1,393.00
00002206	H0250	SHERRY OR RICHARD HILLIARD	09/01/2020	$1,521.00
00002207	H3921	HMZ RESIDENTIAL PARK, LP	09/01/2020	$1,603.00
00002208	H3255	HENRY HOI HO	09/01/2020	$1,764.00
00002209	H1010	HO, HIEP or DAO, NGOC THUY	09/01/2020	$5,028.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002210	H3941	KEVIN TRIEU HO	09/01/2020	$2,493.00
00002211	H3653	LIEN KIM HO	09/01/2020	$1,539.00
00002212	H3781	PAULINE HO	09/01/2020	$2,363.00
00002213	H4827	PETER HO	09/01/2020	$1,291.00
00002214	H4103	LAN T HOANG	09/01/2020	$1,400.00
00002215	H3984	LONG HOANG	09/01/2020	$1,453.00
00002216	H4783	THINH HOANG	09/01/2020	$1,725.00
00002217	H4224	TRACY HOANG	09/01/2020	$998.00
00002218	H2354	TRIEU HOANG	09/01/2020	$1,417.00
00002219	H4542	TUAN HOANG	09/01/2020	$2,038.00
00002220	H2662	LANG HOANG	09/01/2020	$1,153.00
00002221	H2974	NHAN TIEN HOANG	09/01/2020	$1,155.00
00002222	H3883	ROSEMARY LC HOLTZMAN	09/01/2020	$888.00
00002223	H1120	SALLY HOPPE	09/01/2020	$1,228.00
00002224	H4434	CHANG-HUA LIU HSU	09/01/2020	$1,474.00
00002225	H2532	LUC HUA	09/01/2020	$1,435.00
00002226	H3595	HUNTINGTON WESTMINSTER APT, LLC	09/01/2020	$1,315.00
00002227	H1659	DON HUSS	09/01/2020	$2,521.00
00002228	H0658	CHEN THI HUYNH	09/01/2020	$3,602.00
00002229	H3641	FELIX HUYNH	09/01/2020	$775.00
00002230	H4763	JOANNE HUYNH	09/01/2020	$1,233.00
00002231	H3509	KELVIN HUYNH	09/01/2020	$1,360.00
00002232	H4405	LOAN HUYNH	09/01/2020	$552.00
00002233	H4237	MINH HUY HUYNH	09/01/2020	$2,255.00
00002234	H4082	MINH T MAI HUYNH	09/01/2020	$967.00
00002235	H4271	PHILIP HUYNH	09/01/2020	$588.00
00002236	H1574	SALLY B HUYNH	09/01/2020	$1,351.00
00002237	H4246	KIM DONG T HUYNH, SCOTT THANH OR LE	09/01/2020	$1,094.00
00002238	H4747	THAI C HUYNH	09/01/2020	$2,417.00
00002239	H3117	LONG BAO HUYNH	09/01/2020	$1,314.00
00002240	H1262	CM HWANG	09/01/2020	$1,346.00
00002241	H4666	TUE T HWINN	09/01/2020	$1,148.00
00002242	H3848	IMPERIAL NORTH HOLDINGS, LLC	09/01/2020	$3,025.00
00002243	H3644	IMPERIAL NORTHWEST HOLDINGS	09/01/2020	$4,131.00
00002244	H2984	INTERNATIONAL BUSINESS INVESTMENT GROUP, LLC	09/01/2020	$1,213.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002245	H4350	J & E ESTATES, LLC	09/01/2020	$1,931.00
00002246	H3402	JERRY JANESKI	09/01/2020	$1,226.00
00002247	H4427	JD PROPERTY MANAGEMENT, INC	09/01/2020	$2,175.00
00002248	H4716	NARIYA JEAN	09/01/2020	$1,989.00
00002249	H00031	JEFFERSON HB, LLC	09/01/2020	$972.00
00002250	H3040	JENSEN SOMMERVILLE CONZELMAN	09/01/2020	$1,699.00
00002251	H3165	JG & B CORPORATION	09/01/2020	$8,586.00
00002252	H3266	JGK GARDEN GROVE, LP	09/01/2020	$26,381.00
00002253	H2936	JGKALLINS INVESTMENTS, LP	09/01/2020	$1,300.00
00002254	H2530	NATHAN D JOHNSON	09/01/2020	$3,091.00
00002255	H4363	JTK & ASSOCIATES	09/01/2020	$1,275.00
00002256	H4557	JTM BAYOU, LLC	09/01/2020	$1,468.00
00002257	H9029	LIN J JU	09/01/2020	$2,203.00
00002258	H2595	FRED JU	09/01/2020	$1,076.00
00002259	H4042	JUNG SUN NOH	09/01/2020	$6,645.00
00002260	H4077	JUNG SUN NOH	09/01/2020	$671.00
00002261	H4078	JUNG SUN NOH	09/01/2020	$1,351.00
00002262	H4467	KAID MALINDA INVESTMENT INC	09/01/2020	$2,150.00
00002263	H4482	JAIDEEP KAMAT	09/01/2020	$1,443.00
00002264	H4758	JUN-WEI KAO	09/01/2020	$1,401.00
00002265	H3320	KASHI TRUST	09/01/2020	$11,523.00
00002266	H4767	KATELLA FAMILY HOUSING PARTNER	09/01/2020	$1,328.00
00002267	H3771	KATELLA MOBILE HOME ESTATES	09/01/2020	$744.00
00002268	H3385	KAY VEE, LLC	09/01/2020	$1,021.00
00002269	H3721	KCM INVESTMENTS, LLC	09/01/2020	$1,962.00
00002270	H4696	KD RENT	09/01/2020	$1,752.00
00002271	H1018	LU-YONG KEH	09/01/2020	$4,918.00
00002272	H4374	KEITH AND HOLLY CORPORATION	09/01/2020	$1,273.00
00002273	H9030	ROBERT KELLEY	09/01/2020	$4,022.00
00002274	H3113	KENSINGTON GARDENS	09/01/2020	$883.00
00002275	H1535	DAN VAN KHA	09/01/2020	$2,322.00
00002276	H2423	CAM MY KHA	09/01/2020	$1,753.00
00002277	H2624	SETH S KHEANG	09/01/2020	$2,311.00
00002278	H3727	HENRY THAI KHUU	09/01/2020	$1,374.00
00002279	H0890	DAVID S KIM	09/01/2020	$801.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002280	H4527	MELVIN LEE KIM	09/01/2020	$1,052.00
00002281	H9033	SON H KIM	09/01/2020	$3,563.00
00002282	H9031	HARRY H KIM	09/01/2020	$1,351.00
00002283	H9001	KING COUNTY HOUSING AUTHORITY	09/01/2020	$2,643.78
00002284	H1797	KING INVESTMENT GROUP, INC	09/01/2020	$3,571.00
00002285	H3591	BERNARD KING	09/01/2020	$1,248.00
00002286	H3567	KENT M KITSELMAN	09/01/2020	$1,388.00
00002287	H2960	MARILYN KLUNK	09/01/2020	$3,962.00
00002288	H2460	KNK PROPERTIES	09/01/2020	$7,640.00
00002289	H4510	KPKK, LLC	09/01/2020	$1,263.00
00002290	H0082	EDWARD KUO	09/01/2020	$735.00
00002291	H1193	EDWARD KUO	09/01/2020	$1,745.00
00002292	H4804	SATOKO KURATA	09/01/2020	$1,119.00
00002293	H4609	JOAQUIN KURZ	09/01/2020	$4,707.00
00002294	H4737	TUYET B LA	09/01/2020	$2,042.00
00002295	H4712	LADERA WNG II, LLC	09/01/2020	$2,539.00
00002296	H3611	LAGUNA HILLS TRAVELODGE, LLC	09/01/2020	$34,881.00
00002297	H3793	LAGUNA STREET APARTMENTS, LLC	09/01/2020	$1,984.00
00002298	H2636	LAKESIDE ASSOCIATION	09/01/2020	$3,372.00
00002299	H4253	JULIE LALLY	09/01/2020	$1,614.00
00002300	H4526	STEVE LALLY	09/01/2020	$1,332.00
00002301	H3552	ANDRE LAM	09/01/2020	$1,586.00
00002302	H00028	ANH LAN LAM	09/01/2020	$1,218.00
00002303	H3711	CAM THI T LAM	09/01/2020	$1,131.00
00002304	H1224	CHAU LAM	09/01/2020	$6,370.00
00002305	H2396	HAI LAM	09/01/2020	$5,443.00
00002306	H4452	HOLLY AND STEVE LAM	09/01/2020	$1,740.00
00002307	H4631	HUNG LAM	09/01/2020	$2,144.00
00002308	H4563	QUOC D LAM	09/01/2020	$1,837.00
00002309	H2168	THONG KIM LAM	09/01/2020	$2,713.00
00002310	H3400	TONY LAM	09/01/2020	$1,392.00
00002311	H2873	MAI LAM	09/01/2020	$1,156.00
00002312	H4752	THUY T LAM	09/01/2020	$989.00
00002313	H4454	LAMPLIGHTER VILLAGE APTS	09/01/2020	$13,188.00
00002314	H4745	LAMPSON EP, LLC	09/01/2020	$2,240.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002315	H4504	LAMY OANH, LLC	09/01/2020	$6,072.00
00002316	H4663	LAS PALMAS APTS	09/01/2020	$1,748.00
00002317	H4402	STEPHEN LAU	09/01/2020	$2,739.00
00002318	H3945	JOHN LAZENBY	09/01/2020	$2,671.00
00002319	H4471	LE MORNINGSIDE, LLC	09/01/2020	$2,811.00
00002320	H4754	ANH LE	09/01/2020	$3,478.00
00002321	H4421	BILL BQ LE	09/01/2020	$1,407.00
00002322	H4601	CHRIS LE	09/01/2020	$916.00
00002323	H4634	DANIEL LE	09/01/2020	$1,338.00
00002324	H3748	HIEN QUANG LE	09/01/2020	$1,569.00
00002325	H4133	HIEP THI LE	09/01/2020	$2,464.00
00002326	H4134	HUNG LE	09/01/2020	$691.00
00002327	H1258	JIMMY T LE	09/01/2020	$1,887.00
00002328	H4555	JOHN LE	09/01/2020	$2,296.00
00002329	H4142	JOHN TOAN LE	09/01/2020	$2,793.00
00002330	H4480	KIM CHI THI LE	09/01/2020	$1,151.00
00002331	H4462	LAN V LE	09/01/2020	$1,577.00
00002332	H4319	LANH C LE	09/01/2020	$1,647.00
00002333	H3542	LANH VAN LE	09/01/2020	$1,256.00
00002334	H3796	LY PHUONG LE	09/01/2020	$1,279.00
00002335	H3623	MICHAEL LE	09/01/2020	$2,335.00
00002336	H3725	MY LE	09/01/2020	$523.00
00002337	H0918	NANCY NGAT THI LE	09/01/2020	$3,217.00
00002338	H3416	NGA LE	09/01/2020	$1,980.00
00002339	H3687	NGUYEN NHU LE	09/01/2020	$1,009.00
00002340	H2950	PHU THI NOC LE	09/01/2020	$811.00
00002341	H4217	PHUONG L LE	09/01/2020	$602.00
00002342	H4428	RICHARD TUANANH LE	09/01/2020	$1,386.00
00002343	H0948	STEPHANIE THU LE	09/01/2020	$3,945.00
00002344	H3661	THANH TIEN LE	09/01/2020	$2,844.00
00002345	H0717	TINA M LE	09/01/2020	$1,077.00
00002346	H4695	VANESSA LE	09/01/2020	$1,485.00
00002347	H4502	VICTOR LE	09/01/2020	$1,741.00
00002348	H2548	XAN NGOC LE	09/01/2020	$1,217.00
00002349	H3447	MONIQUE LEDUC	09/01/2020	$2,166.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002350	H3946	DAVID OR TRINH LEE	09/01/2020	$1,264.00
00002351	H4547	LEMON GROVE, LP	09/01/2020	$1,427.00
00002352	H1602	ROGER LEUNG	09/01/2020	$1,665.00
00002353	H4002	SOL M LI	09/01/2020	$1,804.00
00002354	H1533	DAVID LIN	09/01/2020	$2,484.00
00002355	H1616	EEL-YU LIN	09/01/2020	$854.00
00002356	H4344	LINCOLN VILLAS APT HOMES, LLC	09/01/2020	$9,663.00
00002357	H4592	LINCOLN WOODS APARTMENTS	09/01/2020	$2,257.00
00002358	H1960	KATHERINE LITTON	09/01/2020	$1,486.00
00002359	H2080	LLE, LLC	09/01/2020	$972.00
00002360	H3888	TROY LONG, TU-ANH & DUONG	09/01/2020	$770.00
00002361	H3311	CINDY W LOUIE	09/01/2020	$1,882.00
00002362	H2120	QUYNH THUY LU	09/01/2020	$2,644.00
00002363	H1424	KHANH LUONG	09/01/2020	$1,345.00
00002364	H4603	LONG DUC LUONG	09/01/2020	$1,307.00
00002365	H4157	TRA THI-PHUONG LUONG	09/01/2020	$2,142.00
00002366	H4572	ALLEN LUU	09/01/2020	$1,647.00
00002367	H4491	TUAN V LUU	09/01/2020	$1,466.00
00002368	H3696	XUYEN LUU	09/01/2020	$1,513.00
00002369	H4669	ANDY LY	09/01/2020	$2,127.00
00002370	H3717	DUC T LY	09/01/2020	$909.00
00002371	H1613	MING LY	09/01/2020	$1,600.00
00002372	H3754	TAN Q LY	09/01/2020	$880.00
00002373	H3562	THANH LY	09/01/2020	$1,588.00
00002374	H3390	TRANH LY	09/01/2020	$4,830.00
00002375	H4154	TUYEN X LY	09/01/2020	$2,611.00
00002376	H6070	MADJE-STAMPER PATRICIA A MADJE	09/01/2020	$7,612.00
00002377	H3201	ANN N MAI	09/01/2020	$2,699.00
00002378	H3996	FRANK MAI	09/01/2020	$1,595.00
00002379	H4308	JENNIE THUY MAI	09/01/2020	$2,625.00
00002380	H1499	LINDA MAI	09/01/2020	$1,360.00
00002381	H2451	CHUCK MAI	09/01/2020	$2,094.00
00002382	H4298	JAIMIE MAI-NGO	09/01/2020	$1,266.00
00002383	H4539	KONSTANTINOS P MANDAS	09/01/2020	$4,357.00
00002384	H4796	HARALAMBOS & GEORGIA MANTAS	09/01/2020	$1,976.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002385	H4818	LLOYD MANTONG	09/01/2020	$355.00
00002386	H6865	MARIPOSA PROPERTIES	09/01/2020	$1,160.00
00002387	H4816	MATTAR REAL ESTATE INVESTMENT	09/01/2020	$907.00
00002388	H7370	LEOPOLD MAYER	09/01/2020	$2,448.00
00002389	H2135	JOHN MC GOFF	09/01/2020	$1,020.00
00002390	H2842	GRACE OR GERALD MCGRATH	09/01/2020	$312.00
00002391	H8490	GRACE OR GERALD MCGRATH	09/01/2020	$2,488.00
00002392	H4793	MEAGHER FAMILY BYPASS TRUST	09/01/2020	$781.00
00002393	H4794	ELAINE MEAGHER	09/01/2020	$1,091.00
00002394	H1653	MANH MEAK	09/01/2020	$1,201.00
00002395	H4435	JAGDISH P MEHTA	09/01/2020	$2,544.00
00002396	H4199	MERCY HOUSING CA XXVIII, LP	09/01/2020	$651.00
00002397	H4404	MAURICE F MEYSENBURG	09/01/2020	$1,138.00
00002398	H3563	MIDWAY CAPITAL PARTNERS	09/01/2020	$1,159.00
00002399	H2638	MIKE & KATHY LEE, LP	09/01/2020	$2,765.00
00002400	H4568	ROSEMARY MILLER	09/01/2020	$1,381.00
00002401	H4814	MITTAL LEGACY, LP	09/01/2020	$1,469.00
00002402	H3256	MONARCH POINTE	09/01/2020	$1,232.00
00002403	H3534	ANTHONY MONTEBELLO	09/01/2020	$1,157.00
00002404	H2976	MONTECITO VISTA APT HOMES	09/01/2020	$1,271.00
00002405	H4658	BACH MORALES	09/01/2020	$2,395.00
00002406	H4715	MORNINGSIDE APTS, LLC	09/01/2020	$7,675.00
00002407	H4812	UDAYA CHAITHANYA MOTHE	09/01/2020	$1,457.00
00002408	H3798	N & V DEVELOPMENT, LLC	09/01/2020	$7,408.00
00002409	H2491	N&V DEVELOPMENT, LLC	09/01/2020	$10,245.00
00002410	H2034	ABRAM B NACHAM	09/01/2020	$1,022.00
00002411	H2622	PATRICK NAMSINH	09/01/2020	$1,726.00
00002412	H4799	NAPO OF CALIFORNIA, LLC	09/01/2020	$1,319.00
00002413	H3834	NEW HORIZONVIEW, LLC	09/01/2020	$1,338.00
00002414	H3865	NEW KENYON APARTMENTS, LLC	09/01/2020	$1,050.00
00002415	H3973	NEW TCNY, LLC RETIREMENT PLAN & TRUST	09/01/2020	$1,227.00
00002416	H4029	NEWPORT ESTATE EXPANSION, LLC	09/01/2020	$1,301.00
00002417	H2745	DALE XUAN NGHIEM	09/01/2020	$1,100.00
00002418	H3956	DANIEL NGHIEM	09/01/2020	$21,305.00
00002419	H1921	DAVID NGO	09/01/2020	$1,466.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002420	H4751	DUNG T NGO	09/01/2020	$1,572.00
00002421	H3630	HONG DIEP LE NGO	09/01/2020	$938.00
00002422	H0314	LOC T NGO	09/01/2020	$802.00
00002423	H4550	TAMMY NGO	09/01/2020	$1,053.00
00002424	H4691	AN MANH NGUYEN	09/01/2020	$1,682.00
00002425	H4719	ANA-KARINA A NGUYEN	09/01/2020	$1,237.00
00002426	H4645	ANDREA NGUYEN	09/01/2020	$1,363.00
00002427	H3734	ANDREW Q NGUYEN	09/01/2020	$1,929.00
00002428	H4401	ANH NGUYEN	09/01/2020	$736.00
00002429	H1938	ANH-DAO NGUYEN	09/01/2020	$1,069.00
00002430	H3749	ANTHONY NGUYEN	09/01/2020	$1,278.00
00002431	H1457	BINH NGOC NGUYEN	09/01/2020	$2,621.00
00002432	H1430	BINH QUOC NGUYEN	09/01/2020	$2,958.00
00002433	H3958	BRIAN BAO-KHA NGUYEN	09/01/2020	$2,520.00
00002434	H4297	CALVIN H NGUYEN	09/01/2020	$2,134.00
00002435	H3248	CHARLIE NGUYEN	09/01/2020	$1,416.00
00002436	H4511	CHRISTINE NGUYEN	09/01/2020	$1,095.00
00002437	H2274	CHRISTOPHER NGUYEN	09/01/2020	$1,584.00
00002438	H3777	CHUONG NGUYEN	09/01/2020	$1,255.00
00002439	H9043	CUONG NGUYEN	09/01/2020	$2,275.00
00002440	H4641	DAN NGUYEN	09/01/2020	$1,153.00
00002441	H4569	DAT NGUYEN	09/01/2020	$1,602.00
00002442	H4015	LOAN T NGUYEN, DAVID / HA	09/01/2020	$1,598.00
00002443	H4565	RICHARD NGUYEN, DEBBY & TRAN	09/01/2020	$1,445.00
00002444	H1881	DIEM-THUY NGUYEN	09/01/2020	$1,584.00
00002445	H4558	DONG NGUYEN	09/01/2020	$1,257.00
00002446	H4679	DUNG KIM NGUYEN	09/01/2020	$1,970.00
00002447	H3872	DUONG NGUYEN	09/01/2020	$1,967.00
00002448	H1143	DZUNG DAN NGUYEN	09/01/2020	$2,502.00
00002449	H2551	ERIC NGUYEN	09/01/2020	$1,610.00
00002450	H4621	HANG NGUYEN	09/01/2020	$1,946.00
00002451	H3953	HANH V NGUYEN	09/01/2020	$1,825.00
00002452	H3370	HAO & HUONG T NGUYEN	09/01/2020	$850.00
00002453	H1446	JOSEPH NGUYEN, HOA THI OR NGUYEN	09/01/2020	$5,279.00
00002454	H4514	HOAN VAN NGUYEN	09/01/2020	$1,044.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002455	H4460	HUAN NGOC NGUYEN	09/01/2020	$1,344.00
00002456	H4479	HUE THI NGUYEN	09/01/2020	$1,226.00
00002457	H3276	HUNG NGUYEN	09/01/2020	$1,161.00
00002458	H4235	HUNG X NGUYEN	09/01/2020	$1,496.00
00002459	H3870	TIEN D NGUYEN, HUONG THY OR PHAM	09/01/2020	$1,398.00
00002460	H00039	JANET NGUYEN	09/01/2020	$2,316.00
00002461	H3242	JEANNIE NGUYEN	09/01/2020	$1,354.00
00002462	H3241	JULIE NGUYEN	09/01/2020	$1,243.00
00002463	H4638	JULIE MAI NGUYEN	09/01/2020	$1,459.00
00002464	H4697	KEVIN NGUYEN	09/01/2020	$2,121.00
00002465	H4285	KHAI HUE NGUYEN	09/01/2020	$2,726.00
00002466	H3497	KHANH DANG NGUYEN	09/01/2020	$1,063.00
00002467	H4419	KHOI NGUYEN	09/01/2020	$1,600.00
00002468	H3149	KIEN NGUYEN	09/01/2020	$4,575.00
00002469	H4652	KIEN THI NGUYEN	09/01/2020	$1,532.00
00002470	H3919	KIMCHI THI NGUYEN	09/01/2020	$346.00
00002471	H4713	LAN HUONG NGUYEN	09/01/2020	$1,745.00
00002472	H4195	LANIE NGUYEN	09/01/2020	$3,195.00
00002473	H4700	LE B NGUYEN	09/01/2020	$1,705.00
00002474	H1687	LINDA NGUYEN	09/01/2020	$3,284.00
00002475	H4079	LINDA LIEN NGUYEN	09/01/2020	$1,437.00
00002476	H2331	LONG HUYEN DAC NGUYEN	09/01/2020	$5,324.00
00002477	H4478	LUONG NGUYEN	09/01/2020	$1,392.00
00002478	H3183	MAI H NGUYEN	09/01/2020	$2,056.00
00002479	H2391	MAN M NGUYEN	09/01/2020	$1,339.00
00002480	H3526	MICHAEL THANG NGUYEN	09/01/2020	$1,852.00
00002481	H4738	MINH NGUYEN	09/01/2020	$1,452.00
00002482	H4782	MY CHAU NGUYEN	09/01/2020	$1,345.00
00002483	H3613	MY THI NGUYEN	09/01/2020	$1,049.00
00002484	H0907	MYLY NGUYEN	09/01/2020	$1,500.00
00002485	H3170	MYRA D NGUYEN	09/01/2020	$2,799.00
00002486	H1717	NANCY NGUYEN	09/01/2020	$7,068.00
00002487	H3713	NANCY NGUYEN	09/01/2020	$1,179.00
00002488	H1899	NGHI NGUYEN	09/01/2020	$2,317.00
00002489	H1298	NGHIA NGUYEN	09/01/2020	$1,319.00

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00002490	H4744	NGOC NGUYEN	09/01/2020	$1,709.00
00002491	H4469	OSCAR THUAN NGUYEN	09/01/2020	$2,148.00
00002492	H4423	PETER NGUYEN	09/01/2020	$3,838.00
00002493	H4414	PHONG NGUYEN	09/01/2020	$1,334.00
00002494	H4711	PHONG NGUYEN	09/01/2020	$1,948.00
00002495	H2197	PHUONG MY THI NGUYEN	09/01/2020	$9,833.00
00002496	H4439	QUAN NGUYEN	09/01/2020	$1,197.00
00002497	H3853	QUANG M NGUYEN	09/01/2020	$660.00
00002498	H4680	SHAWN B NGUYEN	09/01/2020	$1,881.00
00002499	H4559	SKY NGUYEN	09/01/2020	$2,470.00
00002500	H3185	SON DINH NGUYEN	09/01/2020	$1,170.00
00002501	H4118	STEVE NGUYEN	09/01/2020	$1,267.00
00002502	H3425	STEVEN NGUYEN	09/01/2020	$1,041.00
00002503	H4670	STEVEN NGUYEN	09/01/2020	$1,832.00
00002504	H4340	STEVENS NGUYEN	09/01/2020	$1,674.00
00002505	H3317	TAM N NGUYEN	09/01/2020	$1,395.00
00002506	H4774	TAN QUOC VIET NGUYEN	09/01/2020	$2,442.00
00002507	H3373	THAI DUC NGUYEN	09/01/2020	$1,940.00
00002508	H4586	THANG XUAN NGUYEN	09/01/2020	$964.00
00002509	H3978	THANH-LE NGUYEN	09/01/2020	$2,007.00
00002510	H3313	THANH-NHAN NGUYEN	09/01/2020	$304.00
00002511	H3755	THINH QUOC NGUYEN	09/01/2020	$1,315.00
00002512	H4749	THOMAS NGUYEN	09/01/2020	$2,455.00
00002513	H4734	THU-DUNG TRAN NGUYEN	09/01/2020	$1,456.00
00002514	H1302	THUY NGUYEN	09/01/2020	$1,400.00
00002515	H3882	THUY NGUYEN	09/01/2020	$1,851.00
00002516	H4772	THUY NGUYEN	09/01/2020	$2,187.00
00002517	H3331	THUYHUONG THI NGUYEN	09/01/2020	$1,230.00
00002518	H9045	TIEP NGUYEN	09/01/2020	$1,845.00
00002519	H2473	TIMMY NGUYEN	09/01/2020	$2,857.00
00002520	H4611	TOM ANH NGUYEN	09/01/2020	$771.00
00002521	H4349	TRACY TRUC NGUYEN	09/01/2020	$898.00
00002522	H4805	TRAM ANH NGUYEN	09/01/2020	$1,372.00
00002523	H4636	TRANG NGUYEN	09/01/2020	$1,864.00
00002524	H3469	TUAN HOANG NGUYEN	09/01/2020	$1,695.00

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00002527	H4069	TUNG XUAN NGUYEN	09/01/2020	$1,348.00
00002528	H4677	TUONG LAN DAI NGUYEN	09/01/2020	$1,864.00
00002529	H4643	TUYET MAI NGUYEN	09/01/2020	$1,238.00
00002530	H1937	TUYET TRINH NGUYEN	09/01/2020	$1,506.00
00002531	H4166	TUYET TRINH NGUYEN	09/01/2020	$1,156.00
00002532	H4766	UYEN NGUYEN	09/01/2020	$1,821.00
00002533	H3655	VAN HUY NGUYEN	09/01/2020	$1,842.00
00002534	H3852	SOAN P NGUYEN, VANANH & DO	09/01/2020	$1,895.00
00002535	H4570	VIVIAN NGUYEN	09/01/2020	$1,152.00
00002536	H4755	NGUYEN, VY & THI	09/01/2020	$1,469.00
00002537	H2501	CANG NGUYEN	09/01/2020	$1,182.00
00002538	H2550	CUONG CHI NGUYEN	09/01/2020	$4,615.00
00002539	H2337	DUNG VAN NGUYEN	09/01/2020	$1,117.00
00002540	H3012	HAN NGUYEN	09/01/2020	$1,026.00
00002541	H1766	HUNG C NGUYEN	09/01/2020	$1,711.00
00002542	H3061	HUY NGUYEN	09/01/2020	$2,108.00
00002543	H3096	HUYEN TT NGUYEN	09/01/2020	$4,311.00
00002544	H2956	JAMES NGUYEN	09/01/2020	$1,180.00
00002545	H1552	LAN PHUONG THI NGUYEN	09/01/2020	$2,120.00
00002546	H2409	LAN-NGOC NGUYEN	09/01/2020	$1,362.00
00002547	H3086	LANI LAN T NGUYEN	09/01/2020	$1,137.00
00002548	H2812	MINH NGOC NGUYEN	09/01/2020	$1,453.00
00002549	H2879	PAULINE KIMPHUNG NGUYEN	09/01/2020	$3,367.00
00002550	H2511	PERRY NGUYEN	09/01/2020	$1,195.00
00002551	H2637	THANH NGUYEN	09/01/2020	$3,359.00
00002552	H2610	THANH-TUYEN NGUYEN	09/01/2020	$2,122.00
00002553	H2479	THINH THI NGUYEN	09/01/2020	$7,998.00
00002554	H2561	TIFFANY NGUYEN	09/01/2020	$2,894.00
00002555	H2885	TIM NGUYEN	09/01/2020	$1,516.00
00002556	H3070	WIN NGUYEN	09/01/2020	$1,557.00
00002557	H2912	XUAN YEN NGUYEN	09/01/2020	$1,142.00
00002558	H3366	PHIYEN TERESA NGUYEN-LAM	09/01/2020	$1,405.00
00002559	H3802	DIANA NGUYEN-THIEN-NH	09/01/2020	$2,052.00

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00002560	H4725	NIGUEL EQUITY PARTNERS, LLC	09/01/2020	$1,474.00
00002561	H2681	NNT PROPERTIES, LLC	09/01/2020	$1,816.00
00002562	H00029	NOGAL FELIZ APARTMENTS	09/01/2020	$1,035.00
00002563	H3952	NORMANDY APARTMENTS, LLC	09/01/2020	$992.00
00002564	H1141	OLIVEWOOD APTS	09/01/2020	$1,222.00
00002565	H3822	MARIEL J OLSEN	09/01/2020	$1,253.00
00002566	H00030	OLYMPIA CAPITAL CORPORATION	09/01/2020	$1,328.00
00002567	H4597	JOHN OMDAHL	09/01/2020	$1,658.00
00002568	H9048	ORANGE COUNTY COMMUNITY HOUSING CORP	09/01/2020	$29,816.00
00002569	H1622	ORANGE TREE APTS	09/01/2020	$13,431.00
00002570	H4761	ORRWAY APTS HOMES, LLC	09/01/2020	$1,545.00
00002571	H2516	SUIKO OZAKI	09/01/2020	$1,349.00
00002572	H4495	P & J PROPERTY MANAGEMENT	09/01/2020	$2,455.00
00002573	H1776	BRADRAKUMAR L PAHU	09/01/2020	$2,466.00
00002574	H4577	PALM COURT APARTMENTS	09/01/2020	$1,426.00
00002575	H1328	PALM ISLAND	09/01/2020	$12,372.00
00002576	H4335	PALM VISTA APTS - RENTAL OFFICE -	09/01/2020	$1,111.00
00002577	H4477	PARISIAN APARTMENTS, LP	09/01/2020	$1,243.00
00002578	H4487	PARK LANDING APARTMENTS	09/01/2020	$1,286.00
00002579	H0254	PARK PLACE APTS LLP	09/01/2020	$6,915.00
00002580	H4307	JIN PARK	09/01/2020	$1,500.00
00002581	H8794	PATEL DILIP M	09/01/2020	$4,213.00
00002582	H3249	SMITA DIPAK PATEL	09/01/2020	$1,176.00
00002583	H3111	PELICAN INVESTMENTS #6, LLC	09/01/2020	$2,793.00
00002584	H4370	PELICAN INVESTMENTS #8, LLC	09/01/2020	$1,707.00
00002585	H3544	PELICAN INVESTMENTS, LLC	09/01/2020	$461.00
00002586	H3386	PETITE ELISE, LLC	09/01/2020	$658.00
00002587	H4176	BINH Q PHAM	09/01/2020	$1,517.00
00002588	H4210	CAROLINE PHAM	09/01/2020	$2,944.00
00002589	H3408	CHIEN DINH PHAM	09/01/2020	$1,154.00
00002590	H4743	CHINH VAN PHAM	09/01/2020	$1,639.00
00002591	H1651	DAVID DUNG PHAM	09/01/2020	$3,123.00
00002592	H9709	DAVID LINH PHAM	09/01/2020	$1,972.00
00002593	H4398	DUNG TIEN PHAM	09/01/2020	$1,440.00
00002594	H3912	HIEU PHAM	09/01/2020	$1,877.00

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00002595	H1080	HOANG PHAM	09/01/2020	$4,030.00
00002596	H2305	KHANG PHAM	09/01/2020	$992.00
00002597	H1971	KHANH CONG PHAM	09/01/2020	$1,762.00
00002598	H1117	LUCY PHAM, KIM ANH OR PHAM	09/01/2020	$3,534.00
00002599	H0788	LAN VAN PHAM	09/01/2020	$2,870.00
00002600	H4095	LIEN PHAM	09/01/2020	$1,297.00
00002601	H2243	MINH VAN PHAM	09/01/2020	$1,627.00
00002602	H4033	NGHIA PHAM	09/01/2020	$1,474.00
00002603	H4724	NHAC T PHAM	09/01/2020	$1,642.00
00002604	H4683	PAULINE TRAM PHAM	09/01/2020	$1,558.00
00002605	H3773	PHUONG T PHAM	09/01/2020	$1,281.00
00002606	H4501	QUYNH GIAO PHAM	09/01/2020	$2,663.00
00002607	H3786	QUYNH-ANH HOANG PHAM	09/01/2020	$1,806.00
00002608	H4213	SON THAI PHAM	09/01/2020	$2,520.00
00002609	H3302	THANH QUOC PHAM	09/01/2020	$3,518.00
00002610	H2255	TIM PHAM	09/01/2020	$2,942.00
00002611	H4651	TRANG PHAM	09/01/2020	$2,290.00
00002612	H2065	TRI PHAM	09/01/2020	$2,140.00
00002613	H4593	TRUONG TAI PHAM	09/01/2020	$2,291.00
00002614	H4105	TUAN A PHAM	09/01/2020	$1,208.00
00002615	H4537	TUAN A PHAM	09/01/2020	$945.00
00002616	H3880	VAN LOAN THI PHAM	09/01/2020	$981.00
00002617	H4503	VERONIQUE PHAM	09/01/2020	$1,470.00
00002618	H3967	VU PHAM	09/01/2020	$912.00
00002619	H2328	XUANNHA T PHAM	09/01/2020	$1,092.00
00002620	H0595	HAI MINH PHAM	09/01/2020	$8,985.00
00002621	H1932	HELEN PHAM	09/01/2020	$1,025.00
00002622	H0651	QUANG PHAM	09/01/2020	$1,467.00
00002623	H4685	KATHY PHAN	09/01/2020	$2,382.00
00002624	H4188	OANH PHAN	09/01/2020	$3,737.00
00002625	H4781	STEVEN PHAN	09/01/2020	$1,436.00
00002626	H4408	TAMMY PHAN	09/01/2020	$1,537.00
00002627	H3820	THANH T PHAN	09/01/2020	$518.00
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00002629	H3257	DON PHAN	09/01/2020	$1,450.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002630	H1101	TOAN CONG PHAN	09/01/2020	$1,189.00
00002631	H3698	ART S PHARN	09/01/2020	$2,280.00
00002632	H4701	ANH PHI	09/01/2020	$2,300.00
00002633	H2863	PINE TREE PROPERTY, LLC	09/01/2020	$985.00
00002634	H3505	PJP PROPERTIES, LLC	09/01/2020	$1,405.00
00002635	H1493	PLAZA PATRIA COURT LTD	09/01/2020	$1,125.00
00002636	H4214	PLYMOUTH HRA	09/01/2020	$494.05
00002637	H3769	PNB GREEN EXPANSION MGMT, LLC	09/01/2020	$2,425.00
00002638	H4384	SAILESH POKAL	09/01/2020	$1,072.00
00002639	H4795	POST STERLING COURT, LP	09/01/2020	$1,117.00
00002640	H0182	LEO OR DEBORAH POWELL	09/01/2020	$2,233.00
00002641	H3668	PRINCE NEW HORIZON VILLAGE	09/01/2020	$5,001.00
00002642	H1967	RONNIE PUGH	09/01/2020	$868.00
00002643	H2078	JAMIE QUACH	09/01/2020	$1,062.00
00002644	H4306	SAN T QUACH	09/01/2020	$1,286.00
00002645	H3994	DERRICK WILLIAM QUAN	09/01/2020	$1,387.00
00002646	H4357	VAN-LAN QUAN	09/01/2020	$2,644.00
00002647	H1448	GARY L QUINN	09/01/2020	$817.00
00002648	H2458	D M RATANJEE	09/01/2020	$1,021.00
00002649	H0978	RAVART PACIFIC, LP	09/01/2020	$1,009.00
00002650	H3808	RAVENWOOD PROPERTIES, LLC	09/01/2020	$1,347.00
00002651	H4801	RBJ INVESTMENTS CORP	09/01/2020	$1,153.00
00002652	H4684	RED BLOSSOM INVESTMENTS, LLC	09/01/2020	$1,332.00
00002653	H3184	ROGER LEE REED	09/01/2020	$2,081.00
00002654	H3573	REO INTERNATIONAL CORPORATION	09/01/2020	$1,111.00
00002655	H4932	RAYMOND REYES	09/01/2020	$1,143.00
00002656	H3541	ROANOKE INC	09/01/2020	$1,393.00
00002657	H1100	ROBERTA APTS, LP	09/01/2020	$2,117.00
00002658	H3186	ROCEL PROPERTIES MGMT INC	09/01/2020	$1,233.00
00002659	H1303	ALBERT/PATRICIA RODRIGUEZ	09/01/2020	$763.00
00002660	H3631	CHARLENE ROSSIGNOL	09/01/2020	$906.00
00002661	H1149	MIHRAN SABUNJIAN	09/01/2020	$9,344.00
00002662	H4231	SALSOL PROPERTIES, LLC	09/01/2020	$2,091.00
00002663	H4823	SALVATORE LARDERUCCIO LIVING TRUST	09/01/2020	$1,126.00
00002664	H4201	SAN MARCO APTS	09/01/2020	$1,412.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002665	H4681	SAN MARINO	09/01/2020	$668.00
00002666	H0858	PAT SARGENT	09/01/2020	$1,363.00
00002667	H3340	JILL ANN SCHLEIFER	09/01/2020	$2,582.00
00002668	H3488	CELESTE SCHWERMAN	09/01/2020	$902.00
00002669	H4376	SCOTT G JOE	09/01/2020	$966.00
00002670	H3528	ALFRED L SCULLIN	09/01/2020	$1,387.00
00002671	H3151	LISA & BRYAN SEO	09/01/2020	$1,372.00
00002672	H2952	ALVINA SERNA	09/01/2020	$671.00
00002673	H4072	SERRANO WOODS, LP	09/01/2020	$583.00
00002674	H4546	MOLLY SHIH	09/01/2020	$1,698.00
00002675	H3699	SHREEVES PROPERTIES, LLC	09/01/2020	$5,079.00
00002676	H3779	IRV D SIGEL	09/01/2020	$1,565.00
00002677	H4150	SILVER COVE APARTMENTS, LP	09/01/2020	$1,173.00
00002678	H4451	IRVIN SILVERSTEIN	09/01/2020	$823.00
00002679	H1182	SINGING TREE	09/01/2020	$1,335.00
00002680	H3459	BAY SIU	09/01/2020	$1,409.00
00002681	H4778	SOCP, LLC	09/01/2020	$1,418.00
00002682	H1686	JAMES SPEARS	09/01/2020	$1,163.00
00002683	H4145	SPRINGDALE STREET APARTMENTS	09/01/2020	$2,476.00
00002684	H3835	SPRINGSIDE, LLC	09/01/2020	$6,520.00
00002685	H3038	STANTON GROUP THREE, LLC	09/01/2020	$7,016.00
00002686	H4566	STANTON GROUP, LLC	09/01/2020	$1,959.00
00002687	H1277	STEWART PROPERTIES	09/01/2020	$1,053.00
00002688	H0403	ERICA STIDHAM	09/01/2020	$4,162.00
00002689	H0359	STUART DRIVE/ROSE GARDEN APTS	09/01/2020	$89,618.00
00002690	H1147	UN SU	09/01/2020	$2,274.00
00002691	H2049	SUNGROVE SENIOR APTS	09/01/2020	$24,481.00
00002692	H3805	SUNNYGATE, LLC	09/01/2020	$2,569.00
00002693	H3766	SUNRISE VILLAGE PROPERTIES, LLC	09/01/2020	$7,682.00
00002694	H2822	SUNWISE PROPERTIES, LLC	09/01/2020	$725.00
00002695	H4484	EMILE J SWEIDA	09/01/2020	$1,165.00
00002696	H4543	SYCAMORE COURT APARTMENTS	09/01/2020	$10,100.00
00002697	H4178	T AND G TRANG'S CREDIT TRUST UDT 5/1/02	09/01/2020	$2,548.00
00002698	H4826	HAI THANH TA	09/01/2020	$1,269.00
00002699	H4449	VINH TA	09/01/2020	$2,218.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002700	H4081	ALI TAHAMI	09/01/2020	$2,017.00
00002701	H3614	TAMERLANE APARTMENTS	09/01/2020	$907.00
00002702	H2487	TAMERLANE ASSOCIATES, LLC	09/01/2020	$2,539.00
00002703	H3432	ENLIANG T TANG	09/01/2020	$1,232.00
00002704	H3527	TDT WASHINGTON, LLC	09/01/2020	$2,102.00
00002705	H4653	TH 12622 MORNINGSIDE, LLC	09/01/2020	$253.00
00002706	H2875	HENRY THACH	09/01/2020	$2,405.00
00002707	H4731	LYNN THAI	09/01/2020	$1,311.00
00002708	H4628	PAULA THAI	09/01/2020	$3,380.00
00002709	H2975	THE BERNTH FAMILY TRUST	09/01/2020	$2,645.00
00002710	H4388	THE CORINTHIAN APARTMENTS	09/01/2020	$806.00
00002711	H4391	THE FLORENTINE APTS	09/01/2020	$1,766.00
00002712	H2990	THE GROVE SENIOR APARTMENTS	09/01/2020	$40,286.00
00002713	H4759	THE KELVIN APARTMENTS	09/01/2020	$1,663.00
00002714	H4390	THE MEDITERRANEAN APTS	09/01/2020	$997.00
00002715	H1007	THE ROSE GARDEN APTS	09/01/2020	$8,636.00
00002716	H4633	THSW PARTNERS, LLC	09/01/2020	$6,362.00
00002717	H3260	ANA MARIA THULSIRAJ	09/01/2020	$2,082.00
00002718	H4599	TIC INVESTMENT COMPANY, LLC	09/01/2020	$4,121.00
00002719	H4600	TIC INVESTMENT COMPANY, LLC	09/01/2020	$1,124.00
00002720	H4494	TLHA DOTY, LLC	09/01/2020	$2,769.00
00002721	H4219	TLHA PALM, LLC	09/01/2020	$2,126.00
00002722	H3827	TN INVESTMENTS GROUP, LLC	09/01/2020	$10,195.00
00002723	H3828	TN INVESTMENTS GROUP, LLC	09/01/2020	$2,567.00
00002724	H3829	TN INVESTMENTS GROUP, LLC	09/01/2020	$1,165.00
00002725	H3830	TN INVESTMENTS GROUP, LLC	09/01/2020	$4,065.00
00002726	H3831	TN INVESTMENTS GROUP, LLC	09/01/2020	$1,248.00
00002727	H3939	TN INVESTMENTS PROPERTIES, LLC	09/01/2020	$24,530.00
00002728	H4753	TNL PROPERTY, LLC	09/01/2020	$2,224.00
00002729	H1212	KIMTRUNG THI TO	09/01/2020	$1,344.00
00002730	H0855	VAN THU TO	09/01/2020	$6,785.00
00002731	H4492	TOC TOC, LLC	09/01/2020	$3,428.00
00002732	H3377	TAP THAT TON	09/01/2020	$1,800.00
00002733	H1454	KHANH TON	09/01/2020	$2,428.00
00002734	H4041	JOANNE C TONNU	09/01/2020	$2,527.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002735	H3902	TOPADVANCED, LLC	09/01/2020	$3,555.00
00002736	H1789	TRAN'S APARTMENTS	09/01/2020	$4,311.00
00002737	H4099	ANDREW TRAN	09/01/2020	$1,452.00
00002738	H4407	ANDREW TRAN	09/01/2020	$3,445.00
00002739	H7723	ANH TUYET T TRAN	09/01/2020	$1,076.00
00002740	H4727	ANNA THI TRAN	09/01/2020	$1,137.00
00002741	H4012	CATHY TRAN	09/01/2020	$1,413.00
00002742	H4798	CHRISTINE LINH TRAN	09/01/2020	$1,168.00
00002743	H2027	FREDERICK M TRAN	09/01/2020	$1,218.00
00002744	H4541	HANG TRAN	09/01/2020	$1,356.00
00002745	H3646	HENRY TRAN	09/01/2020	$1,305.00
00002746	H1203	JACLYN TRAN, HIEP OR TRAN	09/01/2020	$3,247.00
00002747	H3554	HO VAN TRAN	09/01/2020	$4,366.00
00002748	H3896	HOA TRAN	09/01/2020	$1,413.00
00002749	H3142	HOA THU TRAN	09/01/2020	$1,216.00
00002750	H3456	HUNG QUOC TRAN	09/01/2020	$1,122.00
00002751	H3403	JANE TRAN	09/01/2020	$1,108.00
00002752	H4270	JIM DUC TRAN	09/01/2020	$1,555.00
00002753	H4698	JOHNNY TRAN	09/01/2020	$2,237.00
00002754	H4251	JOSEPH QUANG TRAN	09/01/2020	$462.00
00002755	H4499	JOSEPHINE TRAN	09/01/2020	$1,870.00
00002756	H4158	KEVIN THANH TRAN	09/01/2020	$1,203.00
00002757	H3517	KIM VAN TRAN	09/01/2020	$1,149.00
00002758	H4276	LAY THI TRAN	09/01/2020	$1,610.00
00002759	H4130	LOC H TRAN	09/01/2020	$2,062.00
00002760	H4441	LUAN D TRAN	09/01/2020	$948.00
00002761	H3775	LUCIA THUY TRAN	09/01/2020	$941.00
00002762	H4602	MAI TRAN	09/01/2020	$3,056.00
00002763	H3442	MARY TRAN	09/01/2020	$432.00
00002764	H4732	MINH TRAN	09/01/2020	$1,557.00
00002765	H4059	MY T TRAN	09/01/2020	$2,266.00
00002766	H4687	NGAN TRAN	09/01/2020	$3,153.00
00002767	H3211	NGOC THI TRAN	09/01/2020	$1,545.00
00002768	H4378	NHUT NGUYEN TRAN	09/01/2020	$3,165.00
00002769	H4216	SONNY TRAN	09/01/2020	$813.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002770	H3530	TAM ANH TRAN	09/01/2020	$1,977.00
00002771	H4198	TAM MINH TRAN	09/01/2020	$1,640.00
00002772	H3742	THERESA T TRAN	09/01/2020	$1,916.00
00002773	H3744	THERESA T TRAN	09/01/2020	$1,136.00
00002774	H4291	THONG TRAN	09/01/2020	$1,449.00
00002775	H3371	THU HUONG THI TRAN	09/01/2020	$824.00
00002776	H4394	TIM TRAN	09/01/2020	$1,331.00
00002777	H4573	TINA TRAN	09/01/2020	$3,210.00
00002778	H00025	TONY TRAN	09/01/2020	$1,581.00
00002779	H3709	TRI TRAN	09/01/2020	$1,355.00
00002780	H4507	TRUNG H TRAN	09/01/2020	$1,279.00
00002781	H3163	TRUYEN & HELEN TRAN	09/01/2020	$2,052.00
00002782	H3220	TU TRAN	09/01/2020	$1,416.00
00002783	H4265	VAN TRAN	09/01/2020	$778.00
00002784	H3253	VICTORIA TRAN	09/01/2020	$1,062.00
00002785	H0386	BAU TRAN	09/01/2020	$976.00
00002786	H3227	PAUL TUAN DUC TRAN	09/01/2020	$1,378.00
00002787	H2712	PHUONG THUY TRAN	09/01/2020	$1,600.00
00002788	H1903	THU-HANG TRAN	09/01/2020	$3,560.00
00002789	H2776	TUAN HUY TRAN	09/01/2020	$1,169.00
00002790	H1166	TOM TRANG	09/01/2020	$2,530.00
00002791	H4136	HONG QUANG TRIEU	09/01/2020	$1,065.00
00002792	H4266	NANCY TRIEU	09/01/2020	$1,327.00
00002793	H2231	EMMA TRINH	09/01/2020	$1,072.00
00002794	H4055	HAI TRINH	09/01/2020	$1,662.00
00002795	H3759	THANH-MAI TRINH	09/01/2020	$1,942.00
00002796	H4356	TUAN TRINH	09/01/2020	$1,399.00
00002797	H0536	TUNG XUAN TRINH	09/01/2020	$1,510.00
00002798	H3993	DUNG T TRUONG	09/01/2020	$309.00
00002799	H4476	HANH NGOC TRUONG	09/01/2020	$601.00
00002800	H4780	KENNY N TRUONG	09/01/2020	$2,240.00
00002801	H4162	KHOA BUU TRUONG	09/01/2020	$1,371.00
00002802	H4575	NATALIE TRUONG, STEVE OR HO	09/01/2020	$1,425.00
00002803	H4704	TOMMY TRUONG	09/01/2020	$1,600.00
00002804	H2729	QUYEN MY TRUONG	09/01/2020	$1,416.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002805	H1813	CAROLINE TSAI	09/01/2020	$2,979.00
00002806	H4445	YUNGLIN & SHU-MEI TSAO	09/01/2020	$1,205.00
00002807	H8168	TUDOR GROVE	09/01/2020	$70,462.00
00002808	H4536	TUSTIN AFFORDABLE HOUSING	09/01/2020	$1,361.00
00002809	H4030	TUSTIN SOUTHERN APTS - OFFICE	09/01/2020	$1,541.00
00002810	H9100	V W PROPERTY	09/01/2020	$4,464.00
00002811	H1541	CONNIE VALDEZ	09/01/2020	$1,138.00
00002812	H0300	VALLEY VIEW SENIOR APTS	09/01/2020	$24,432.00
00002813	H0814	MINH XUONG VAN	09/01/2020	$619.00
00002814	H4661	RONALD VAN	09/01/2020	$2,626.00
00002815	H2755	ARTURO ENRIQUEZ VAZQUEZ	09/01/2020	$2,235.00
00002816	H4392	VERSAILLES APTS	09/01/2020	$2,877.00
00002817	H4647	VILLA BARCELONA APTS	09/01/2020	$1,653.00
00002818	H4809	VINE FULLER, LLC	09/01/2020	$1,215.00
00002819	H4553	VINTAGE CANYON SR APTS	09/01/2020	$1,048.00
00002820	H4625	VINTAGE FLAGSHIP, LLC	09/01/2020	$2,679.00
00002821	H4185	ARTHUR E VIRAMONTES	09/01/2020	$1,076.00
00002822	H3689	VJ SURGICAL, LLC	09/01/2020	$1,063.00
00002823	H3628	VLE RENTAL, LLC	09/01/2020	$5,111.00
00002824	H3132	HUNG MINH VO	09/01/2020	$2,143.00
00002825	H4205	JEFF VO	09/01/2020	$1,148.00
00002826	H2134	KHANH MAI VO	09/01/2020	$4,443.00
00002827	H4531	LOAN VO	09/01/2020	$1,714.00
00002828	H3938	LOC ANH VO	09/01/2020	$1,074.00
00002829	H4787	MICKEY VO	09/01/2020	$2,487.00
00002830	H1481	TINA NGA VOLE	09/01/2020	$2,110.00
00002831	H3718	NIPA D VORA	09/01/2020	$3,065.00
00002832	H3907	ANNIE VU	09/01/2020	$1,171.00
00002833	H2123	DAT VU	09/01/2020	$12,440.00
00002834	H9104	DAVID VU	09/01/2020	$1,170.00
00002835	H4098	DEAN VU	09/01/2020	$1,664.00
00002836	H4632	DEANNA PHUONG VU	09/01/2020	$1,710.00
00002837	H4560	HOA VU	09/01/2020	$1,203.00
00002838	H3918	HUAN VU	09/01/2020	$1,067.00
00002839	H4657	KRYSTINA VU	09/01/2020	$1,543.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002840	H4197	LEO M VU	09/01/2020	$1,736.00
00002841	H4323	LINH DUY VU	09/01/2020	$2,650.00
00002842	H3599	MARY ANN VU	09/01/2020	$846.00
00002843	H4549	MINH VU	09/01/2020	$724.00
00002844	H3760	NAM H VU	09/01/2020	$1,242.00
00002845	H3274	PHUONG MINH VU	09/01/2020	$1,470.00
00002846	H4676	QUANG DANG VU	09/01/2020	$978.00
00002847	H3823	TAN DUY VU	09/01/2020	$2,862.00
00002848	H2823	TRUNG QUOC VU	09/01/2020	$2,844.00
00002849	H0883	TUONG MANH VU	09/01/2020	$2,161.00
00002850	H3928	VIVIAN VU	09/01/2020	$2,545.00
00002851	H4807	YEN T VU	09/01/2020	$917.00
00002852	H00034	HAO DUC VUONG	09/01/2020	$1,823.00
00002853	H4432	HELEN DO VUONG	09/01/2020	$1,754.00
00002854	H4278	PETER H VUONG	09/01/2020	$1,594.00
00002855	H4642	DAVID WALD	09/01/2020	$933.00
00002856	H9105	WALDEN APTS	09/01/2020	$4,834.00
00002857	H1725	WALDEN GLEN APTS	09/01/2020	$567.00
00002858	H4489	HO PONG WAN	09/01/2020	$1,188.00
00002859	H2084	CHARLES WANG	09/01/2020	$4,704.00
00002860	H2253	SUZY WANG	09/01/2020	$4,110.00
00002861	H4204	WASHINGTON COUNTY HRA	09/01/2020	$862.86
00002862	H3844	STELLA WEGENER	09/01/2020	$951.00
00002863	H0867	IRVING WEISER	09/01/2020	$828.00
00002864	H9106	WEISSER INVESTMENTS	09/01/2020	$7,125.00
00002865	H4530	WESLEY VILLAGE APARTMENTS	09/01/2020	$5,335.00
00002866	H0442	HENRY B WESSELN	09/01/2020	$2,783.00
00002867	H1238	WESTCHESTER PARK, LP	09/01/2020	$1,520.00
00002868	H3468	WESTLAKE APARTMENTS, LLC	09/01/2020	$7,283.00
00002869	H2684	WESTMINSTER HOUSING PARTNER, LP	09/01/2020	$9,761.00
00002870	H2986	CINDY OR ED WICK	09/01/2020	$1,150.00
00002871	H0029	WILLOWICK ROYAL	09/01/2020	$409.00
00002872	H4424	WILSHIRE CREST	09/01/2020	$1,608.00
00002873	H4523	WINDMILL APARTMENTS	09/01/2020	$6,281.00
00002874	H9108	WINDSOR TOWNE, LP	09/01/2020	$843.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00002875	H4608	WINDWOOD GLEN APTS	09/01/2020	$1,643.00
00002876	H9109	WINNIE INVESTMENT	09/01/2020	$6,067.00
00002877	H3286	WINSTON PLACE, LLC	09/01/2020	$1,270.00
00002878	H4232	WONDERFUL IDEA, LLC	09/01/2020	$1,311.00
00002879	H5169	GIN O WONG	09/01/2020	$6,958.00
00002880	H3592	PHILLIP WONG	09/01/2020	$1,461.00
00002881	H4311	THOMAS G WONG	09/01/2020	$1,305.00
00002882	H4733	WOODBRIDGE VILLAS PARTNERS	09/01/2020	$1,047.00
00002883	H0165	LEON SHU YAU	09/01/2020	$525.00
00002884	H4806	JIYUN YEOM	09/01/2020	$1,978.00
00002885	H4168	HENRY H YOUNG	09/01/2020	$1,320.00
00002886	H3935	ROY ZARGARI	09/01/2020	$783.00
00002887	H4596	EUGENIA ZASLAVSKY	09/01/2020	$4,160.00
00002888	H3730	GEORGE ZHAO	09/01/2020	$1,397.00
00002889	V00631	ADAMSON POLICE PRODUCTS	09/02/2020	$8,093.42
00002890	V02223	APPRIVER LLC	09/02/2020	$1,800.00
00002891	V01042	CHARLES P CROWLEY CO, INC	09/02/2020	$809.09
00002892	V01362	DAVEY RESOURCE GROUP, INC	09/02/2020	$1,250.00
00002893	V00562	DOOLEY ENTERPRISES,INC	09/02/2020	$9,576.82
00002894	V01305	FLEMING ENVIRONMENTAL, INC	09/02/2020	$1,938.40
00002895	V01286	JTB SUPPLY CO, INC	09/02/2020	$26,118.50
00002896	V00434	MEBULBS	09/02/2020	$1,618.63
00002897	V00210	PEST OPTIONS, INC	09/02/2020	$917.25
00002898	V00384	STOMMEL, INC	09/02/2020	$11,204.30
00002899	V00256	THE GEO GROUP, INC	09/02/2020	$98,591.34
00665366	H4194	WILLIAM ADAMS	09/01/2020	$1,111.00
00665367	H4534	ALISO VIEJO 621, LP	09/01/2020	$2,228.00
00665368	H2616	ANAHEIM REVITALIZATION II PART	09/01/2020	$2,404.00
00665369	H2959	ANAHEIM REVITALIZATION PARTNERS, LP	09/01/2020	$454.00
00665370	H4705	ANAHEIM REVITALIZATION IV PARTNERS, LP	09/01/2020	$1,210.00
00665371	H4722	ANAHEIM REVITALIZATION PARTNERS III LP	09/01/2020	$1,615.00
00665372	H7330	BAHIA VILLAGE MOBILEHOME PARK	09/01/2020	$902.00
00665373	H0950	RICHARD BUI JR	09/01/2020	$3,218.00
00665374	H2035	RICHARD BUI JR	09/01/2020	$650.00
00665375	H3596	JIMMY QUOC BUI	09/01/2020	$4,368.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665376	H4355	LAN HUYNH NGOC BUI	09/01/2020	$1,053.00
00665377	H0432	PHAT BUI	09/01/2020	$2,269.00
00665378	H1455	SON MINH BUI	09/01/2020	$1,282.00
00665379	H4756	TAN H BUI	09/01/2020	$1,425.00
00665380	H4238	TINH TIEN BUI	09/01/2020	$445.00
00665381	H0289	RONALD CALKINS	09/01/2020	$1,345.00
00665382	H9009	CHANTECLAIR APTS	09/01/2020	$1,153.00
00665383	H2701	DAVID CHEN	09/01/2020	$785.00
00665384	H4584	JOON CHOI	09/01/2020	$5,058.00
00665385	H4671	ROBERT CHRISTMAN	09/01/2020	$1,822.00
00665386	H4617	MEI-LING CHU	09/01/2020	$535.00
00665387	H4648	KIM CLARY	09/01/2020	$1,195.00
00665388	H4773	CMIF III CORONADO PALMS, LLC	09/01/2020	$1,279.00
00665389	H4380	CRESTWOOD ON 7, LLC	09/01/2020	$3,118.00
00665390	H1198	JACK CROCKETT	09/01/2020	$4,457.00
00665391	H4764	KHA T CUNG	09/01/2020	$1,497.00
00665392	H9095	DAISY VI ASSOCIATES LTD	09/01/2020	$5,111.00
00665393	H4824	TIM Q DANG	09/01/2020	$1,884.00
00665394	H0168	STACY HOA TUOI DANG	09/01/2020	$1,690.00
00665395	H4690	KIM-ANH T DINH	09/01/2020	$2,822.00
00665396	H4533	MINH TAM DO	09/01/2020	$1,627.00
00665397	H4790	NHI C DO, PHUONG V & NGUYEN	09/01/2020	$2,357.00
00665398	H4693	THO DO	09/01/2020	$2,421.00
00665399	H4222	THUAN DO	09/01/2020	$1,411.00
00665400	H3422	DINH T DOAN	09/01/2020	$1,344.00
00665401	H1395	HELMUT DONNER	09/01/2020	$2,452.00
00665402	H4348	LAN DUONG	09/01/2020	$1,299.00
00665403	H4187	EL CAMINO LU, LLC	09/01/2020	$644.00
00665404	H4016	ELDEN EAST APARTMENTS	09/01/2020	$1,189.00
00665405	H3075	EMERALD GARDENS APT	09/01/2020	$1,058.00
00665406	H5060	EUCLID PARK APTS	09/01/2020	$1,316.00
00665407	H4813	FENWAY PROPERTIES	09/01/2020	$1,392.00
00665408	H2768	DALE A FULLWOOD	09/01/2020	$980.00
00665409	H3857	GIA VU, INC	09/01/2020	$950.00
00665410	H4193	GROVE PARK, LLC	09/01/2020	$3,491.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665411	H1629	MANH MINH HA	09/01/2020	$979.00
00665412	H4386	RICHARD D HANSEN	09/01/2020	$1,183.00
00665413	H3218	KULJIT HARA	09/01/2020	$966.00
00665414	H1979	STEVE HARA	09/01/2020	$6,863.00
00665415	H4703	HERMOSA VILLAGE PHASE I HOUSING PARTNERS, LP	09/01/2020	$1,112.00
00665416	H4128	THOMAS P HO	09/01/2020	$1,486.00
00665417	H1873	JAMES HOANG	09/01/2020	$4,123.00
00665418	H1864	LIEN HOANG	09/01/2020	$1,159.00
00665419	H3022	NICK HOFFMAN	09/01/2020	$2,010.00
00665420	H3140	CHONG WEI HUANG	09/01/2020	$1,754.00
00665421	H4810	DOANH HUYNH	09/01/2020	$1,497.00
00665422	H3473	NATALIE N HUYNH	09/01/2020	$2,464.00
00665423	H1830	NGHIA TRUNG HUYNH	09/01/2020	$2,412.00
00665424	H3095	TRANG HUYNH	09/01/2020	$3,457.00
00665425	H4440	JEANNE JURADO TRUSTEE	09/01/2020	$1,615.00
00665426	H3109	LINDA JOHNSON	09/01/2020	$3,162.00
00665427	H3337	JOMARC PROPERTIES LTD	09/01/2020	$9,805.00
00665428	H4822	KEITH JORGENSEN	09/01/2020	$1,144.00
00665429	H4579	JOSEPH & KIM CORP	09/01/2020	$1,127.00
00665430	H2641	KDF HERMOSA, LP	09/01/2020	$4,458.00
00665431	H3083	KDF MALABAR, LP	09/01/2020	$34,872.00
00665433	H2403	KDF SEA WIND, LP	09/01/2020	$1,263.00
00665434	H1217	MARTIN KLEIN	09/01/2020	$846.00
00665435	H2011	M I KOLSY	09/01/2020	$684.00
00665436	H3683	WILLIAM KUNZMAN	09/01/2020	$1,500.00
00665437	H4789	THOMAS KWON	09/01/2020	$2,441.00
00665438	H4284	LE FAMILY TRUST	09/01/2020	$4,219.00
00665439	H1638	DON LE	09/01/2020	$777.00
00665440	H3740	DONALD LE	09/01/2020	$1,169.00
00665441	H4622	HUY LE	09/01/2020	$2,377.00
00665442	H3380	NGHIA V LE	09/01/2020	$2,200.00
00665443	H1531	TRACEY LE	09/01/2020	$1,354.00
00665444	H1423	VIET Q LE	09/01/2020	$967.00
00665445	H0298	YENNHI LE	09/01/2020	$1,650.00
00665446	H0167	BAO GIA LE	09/01/2020	$2,555.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665447	H4132	HOABINH LE-MUNZER	09/01/2020	$801.00
00665448	H4694	DOUG LEONG	09/01/2020	$1,242.00
00665449	H0216	ALICE LIAO	09/01/2020	$2,330.00
00665450	H4748	LL PROPERTY LANDLORD, LLC	09/01/2020	$1,253.00
00665451	H4765	BUI LUONG	09/01/2020	$1,405.00
00665452	H4820	VIVIAN Q LUU	09/01/2020	$1,871.00
00665453	H0958	WILLIAM T MACDONALD	09/01/2020	$2,431.00
00665454	H1705	MAGIC LAMP MOBILE HOME PARK	09/01/2020	$1,242.00
00665455	H1188	LARRY MAH	09/01/2020	$1,029.00
00665456	H2333	HANH T MAI-NGUYEN	09/01/2020	$1,345.00
00665457	H1861	TERRY MAMMEN	09/01/2020	$4,387.00
00665458	H3101	SUPUNNEE MANNIL	09/01/2020	$2,364.00
00665459	H4675	ZHIYAN MAO	09/01/2020	$2,440.00
00665460	H2110	MIDWAY INTEREST, LP	09/01/2020	$2,345.00
00665461	H2998	JEAN MIYAMOTO	09/01/2020	$48.00
00665462	H3043	MONARK, LP	09/01/2020	$3,786.00
00665463	H0780	MONTEJO APARTMENTS	09/01/2020	$1,586.00
00665464	H2741	ANDREW NGO	09/01/2020	$1,972.00
00665465	H4184	KIM NGO	09/01/2020	$783.00
00665466	H2386	MARY NGO	09/01/2020	$5,591.00
00665467	H2478	HOA KIM NGO	09/01/2020	$1,523.00
00665468	H0408	NGUYEN'S FAMILY INVESTMENTS, LP	09/01/2020	$5,282.00
00665469	H4031	BACH THI NGUYEN	09/01/2020	$1,086.00
00665470	H1184	BICHLE T NGUYEN	09/01/2020	$4,497.00
00665471	H3176	BOYCE JR NGUYEN	09/01/2020	$1,552.00
00665472	H4776	CHRISTINA M NGUYEN	09/01/2020	$2,463.00
00665473	H3876	D DUY MD NGUYEN	09/01/2020	$3,688.00
00665474	H3910	FRANK M NGUYEN	09/01/2020	$1,504.00
00665475	H2192	HOC VAN NGUYEN	09/01/2020	$1,810.00
00665476	H3799	LE THUY NGUYEN	09/01/2020	$1,560.00
00665477	H4623	LINDA MAI NGUYEN	09/01/2020	$2,166.00
00665478	H3676	LOAN THANH NGUYEN	09/01/2020	$1,027.00
00665479	H4473	MAI NGUYEN	09/01/2020	$1,933.00
00665480	H4061	NGUYEN, NICOLE U	09/01/2020	$1,425.00
00665481	H4728	QUOC KIM NGUYEN	09/01/2020	$1,900.00

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00665482	H4529	STEVEN NGUYEN	09/01/2020	$1,031.00
00665483	H9044	THANH VAN NGUYEN	09/01/2020	$2,475.00
00665484	H4682	THUY T NGUYEN	09/01/2020	$1,152.00
00665485	H4571	VINH K NGUYEN	09/01/2020	$347.00
00665486	H3103	NICOLE UYEN NGUYEN	09/01/2020	$1,848.00
00665487	H2526	SHERRY LIEU NGUYEN	09/01/2020	$1,052.00
00665488	H1027	TON SANH NGUYEN	09/01/2020	$1,293.00
00665489	H3114	TRACY NGUYEN	09/01/2020	$1,243.00
00665490	H2699	THUY-TIEN NGUYEN-TU	09/01/2020	$2,129.00
00665491	H3404	NORTHWOOD PLACE	09/01/2020	$4,231.00
00665492	H4644	PALMA VISTA APTS, LLC	09/01/2020	$1,360.00
00665493	H1231	PARK VISTA APTS	09/01/2020	$1,199.00
00665494	H2739	CHONG PIL PARK	09/01/2020	$908.00
00665495	H3551	SUWAPANG PATTUMMADITH	09/01/2020	$1,338.00
00665496	H4351	PAVILION PARK SENIOR 1 HOUSING PARTNERS, LP	09/01/2020	$3,154.00
00665497	H4582	ANH THI PHAM	09/01/2020	$1,489.00
00665498	H4800	DAVID VU PHAM	09/01/2020	$1,529.00
00665499	H3817	QUYEN PHAM	09/01/2020	$1,002.00
00665500	H2419	THANH PHAM	09/01/2020	$984.00
00665501	H1049	TUNG PHAM	09/01/2020	$978.00
00665502	H4315	VANTHI PHAM	09/01/2020	$1,512.00
00665503	H1851	LOAN ANH THI PHAM	09/01/2020	$1,287.00
00665504	H4786	HUNG PHAN	09/01/2020	$2,602.00
00665505	H4624	VAN KHANH PHAN	09/01/2020	$1,750.00
00665506	H3464	PINEMEADOWS APARTMENTS ATTEN: LEASING OFFICE	09/01/2020	$1,506.00
00665507	H00026	PLATINUM TRI BLOC, LLC	09/01/2020	$2,038.00
00665508	H4509	PLAZA WOODS, LLC	09/01/2020	$4,915.00
00665509	H4535	PORTOLA IRVINE, LP ANTON PORTOLA APARTMENTS	09/01/2020	$1,334.00
00665510	H3801	RANCHO ALISAL	09/01/2020	$1,655.00
00665511	H4353	RAYMOND AND LYNN RUAIS	09/01/2020	$743.00
00665512	H4448	SE AMSTER	09/01/2020	$1,133.00
00665513	H4241	SILO NORTHEAST, LLC	09/01/2020	$2,923.00
00665514	H4811	STONECREST POINT APTS	09/01/2020	$1,611.00
00665515	H4590	CATHY TA	09/01/2020	$1,849.00
00665516	H4409	TERESINA APARTMENTS	09/01/2020	$1,184.00

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00665517	H3041	THE KNOLLS	09/01/2020	$320.00
00665518	H4578	THE OVERLOOK	09/01/2020	$1,466.00
00665519	H1959	THOMSON EQUITIES	09/01/2020	$1,159.00
00665520	H6710	THOMSON EQUITIES	09/01/2020	$2,110.00
00665521	H00024	TIC INVESTMENT COMPANY, LLC	09/01/2020	$2,037.00
00665522	H4720	TIC INVESTMENT COMPANY, LLC	09/01/2020	$1,973.00
00665523	H4726	TIC INVESTMENT COMPANY, LLC	09/01/2020	$3,163.00
00665524	H4616	VINH THAT TON	09/01/2020	$2,074.00
00665525	H3577	EDWARD T TRAN	09/01/2020	$1,300.00
00665526	H4688	ERIC TRAN	09/01/2020	$1,072.00
00665527	H4788	LONG QUOC TRAN	09/01/2020	$1,458.00
00665528	H3686	LIEN KIM TRAN-NGUYEN	09/01/2020	$986.00
00665529	H4422	TRG FULLERTON AFFORDABLE, LP / VENTANA APARTMENTS	09/01/2020	$856.00
00665530	H4493	TRANG N TRINH	09/01/2020	$1,166.00
00665531	H2187	THUAN BICH TRUONG	09/01/2020	$1,268.00
00665532	H2335	THUAN BICH TRUONG	09/01/2020	$3,584.00
00665533	H2410	SON BICH TRUONG	09/01/2020	$889.00
00665534	H0146	ANGELO S TURI	09/01/2020	$2,470.00
00665535	H2982	MARCO VELASTEGUI	09/01/2020	$1,301.00
00665536	H3943	VILLA CAPRI ESTATES	09/01/2020	$1,859.00
00665537	H2717	THUA VINH	09/01/2020	$799.00
00665538	H4662	VISTA DEL SOL APARTMENTS	09/01/2020	$1,312.00
00665539	H9103	VISTA DEL SOL APTS	09/01/2020	$1,082.00
00665540	H4821	JEFFREY Q VO	09/01/2020	$1,532.00
00665541	H1723	KIMCHI VO	09/01/2020	$1,648.00
00665542	H4338	NAM T VO	09/01/2020	$726.00
00665543	H4327	THIEN T VO	09/01/2020	$1,525.00
00665544	H3476	TIN TRUNG VO	09/01/2020	$1,100.00
00665545	H1805	VPM BRIDGES APTS	09/01/2020	$886.00
00665546	H3637	VPM MANAGEMENT	09/01/2020	$1,122.00
00665547	H3088	VPM SHER LANE, LP	09/01/2020	$1,189.00
00665548	H2900	DANNY VU	09/01/2020	$1,664.00
00665549	H0719	NEIL E WEST	09/01/2020	$1,291.00
00665550	H1934	WINDSOR-DAWSON, LP	09/01/2020	$5,314.00

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00665551	H3429	WINDWOOD KNOLL APARTMENTS	09/01/2020	$2,829.00
00665552	H4762	WOODBRIDGE WILLOWS	09/01/2020	$3,601.00
00665553	H3506	WOODBURY SQUARE	09/01/2020	$1,520.00
00665554	H4815	WOODSTONE VILLAGE / NNC WOODSTONE VILLAGE, LLC	09/01/2020	$1,508.00
00665555	H0173	VINCE YIANG	09/01/2020	$1,272.00
00665556	V00658	FRANCHISE TAX BOARD	09/01/2020	$275.00
00665557	H3476	TIN TRUNG VO	09/01/2020	$825.00
00665558	V02262	102 CAFE	09/02/2020	$5,000.00
00665559	V00043	A-THRONE CO , INC	09/02/2020	$518.08
00665560	V01246	ALLDATA	09/02/2020	$1,631.25
00665561	OTV000316	AMC PROPERTY MANAGEMENT	09/02/2020	$34.53
00665562	V00468	ANAHEIM REGIONAL MEDICAL CENTER	09/02/2020	$850.00
00665563	V02265	ANH TUAN INCOME TAX	09/02/2020	$5,000.00
00665564	V02263	ANNABELLE TROIN	09/02/2020	$49.00
00665565	V00864	ASSOCIATED SOILS ENGINEERING, INC	09/02/2020	$2,110.00
00665566	V01188	BANNER BANK	09/02/2020	$30,791.85
00665567	V00645	BARR AND CLARK, INC	09/02/2020	$320.00
00665568	V00042	BEST TINT	09/02/2020	$780.00
00665569	V00150	BILL'S SOUND & SECURITY	09/02/2020	$350.00
00665570	V02264	BINHNGOC CONSTRUCTION	09/02/2020	$1,000.00
00665571	V00249	BLAIS & ASSOCIATES, LLC	09/02/2020	$551.25
00665572	V00272	BLODGETT BAYLOSIS ENVRNMTL PLNG	09/02/2020	$7,850.00
00665573	V00125	BOUND TREE MEDICAL, LLC	09/02/2020	$219.46
00665574	V00649	BROWNELLS, INC	09/02/2020	$282.64
00665575	V01812	JOHN F BRUGGER	09/02/2020	$225.00
00665576	V00304	CADD MICROSYSTEMS, INC	09/02/2020	$1,438.00
00665577	V00660	CAMERON WELDING SUPPLY	09/02/2020	$117.04
00665578	V02295	CARINCA AUTO INC	09/02/2020	$5,000.00
00665579	V00107	CASI	09/02/2020	$450.00
00665580	V00224	CDW-GOVERNMENT, INC	09/02/2020	$1,084.95
00665581	V02294	CHEZ ROSE FLORAL DESIGNS	09/02/2020	$5,000.00
00665582	V00832	CITY OF WESTMINSTER	09/02/2020	$900.00
00665583	V00653	CJ CONCRETE CONSTRUCTION, INC	09/02/2020	$155,967.98
00665584	V00596	CLEANSTREET	09/02/2020	$435.75

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00665585	V02314	CLOSET 21	09/02/2020	$5,000.00
00665586	V01976	COMMUNITY ACTION PARTNERSHIP OF OC	09/02/2020	$3,300.00
00665587	V00666	COMMUNITY VETERINARY HOSPITAL	09/02/2020	$765.00
00665588	V00667	CONTINENTAL CONCRETE CUTTING	09/02/2020	$3,606.00
00665589	V00298	COSTAR GROUP, INC	09/02/2020	$492.24
00665590	V01273	COUNTY OF ORANGE TREASURER-TAX COLLECTOR	09/02/2020	$112,906.38
00665591	V00460	CRAFCO, INC	09/02/2020	$8,000.46
00665592	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	09/02/2020	$2,571.02
00665593	V00655	CWELLS PIPELINE MATERIALS, INC	09/02/2020	$8,402.04
00665594	V02293	CYBERTECH	09/02/2020	$4,405.00
00665595	V00349	DAMEWOOD CONSULTING GROUP	09/02/2020	$1,800.00
00665596	V00537	DANIELS TIRE SERVICE	09/02/2020	$2,258.61
00665597	V00481	DATA TICKET, INC	09/02/2020	$1,341.00
00665598	V01183	DEPARTMENT OF JUSTICE	09/02/2020	$115.00
00665599	V02292	DETAILS CC INC	09/02/2020	$1,000.00
00665600	V00184	DIAMOND ENVIRONMENTAL SERVICES	09/02/2020	$624.85
00665601	V02291	DIAMOND SEAFOOD PALACE	09/02/2020	$5,000.00
00665602	V01145	DIRECTV	09/02/2020	$157.24
00665603	OTV000309	HIEP DUONG	09/02/2020	$51.30
00665604	V02290	ECONO RENT A CAR	09/02/2020	$5,000.00
00665605	V00677	ECONOLITE CONTROL PRODUCTS, INC	09/02/2020	$33,248.81
00665606	V02289	EMILY'S COLLECTION	09/02/2020	$5,000.00
00665607	V00679	ENTERPRISE FLEET MGMT, INC	09/02/2020	$3,965.01
00665608	V00270	ES ENGINEERING SERVICES, LLC	09/02/2020	$4,857.50
00665609	V00862	F & B RENTALS	09/02/2020	$247.60
00665610	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/02/2020	$1,876.16
00665611	V00623	FAIR HOUSING FOUNDATION	09/02/2020	$2,668.95
00665612	OTV000308	JOANN FAIRCREST REAL ESTATE, LLC, C/O PHAM	09/02/2020	$132.17
00665613	OTV000315	FARWEST CENTER LLC	09/02/2020	$85.00
00665614	V00412	FEDERAL EXPRESS CORP	09/02/2020	$155.31
00665615	V00829	FERGUSON ENTERPRISES, INC 1350	09/02/2020	$6,344.55
00665616	V00229	FIS ACCOUNTING DEPT	09/02/2020	$27,600.26
00665617	V00658	FRANCHISE TAX BOARD	09/02/2020	$704.71
00665618	V02275	GABRIEL AVINA MORENO	09/02/2020	$500.00
00665619	V00054	GALLS LLC	09/02/2020	$603.67

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00665620	V00054	GALLS LLC	09/02/2020	$6,149.45
00665621	V02273	GERMAN BAEZ	09/02/2020	$75.00
00665622	V00218	GRAINGER	09/02/2020	$3,124.29
00665623	V00705	GRAYBAR	09/02/2020	$215.88
00665624	V00538	GREEN'S DISCOUNT GLASS & SCREENS	09/02/2020	$8,195.00
00665625	V00707	HACH COMPANY, INC	09/02/2020	$3,019.40
00665626	V00494	HARRIS & ASSOCIATES, INC	09/02/2020	$2,578.75
00665627	V00602	HDL COREN & CONE	09/02/2020	$5,625.00
00665628	V00711	HILL'S BROS LOCK & SAFE, INC	09/02/2020	$709.70
00665629	V02272	HOA NGUYEN	09/02/2020	$1,000.00
00665630	V00032	HUGHES COMMUNICATION, INC	09/02/2020	$267.81
00665631	V02271	HUNG V PHAM	09/02/2020	$1,000.00
00665632	V02270	HUY KHIEM PHOTOGRAPHY	09/02/2020	$5,000.00
00665633	OTV000301	ANH HUYNH	09/02/2020	$88.04
00665634	OTV000292	VIVIEN HUYNH	09/02/2020	$75.00
00665635	OTV000294	VANESSA INTAL, ROWEL & MULDONG	09/02/2020	$6.17
00665636	V01093	INTERNAL REVENUE SERVICE	09/02/2020	$51.50
00665637	V00531	IRV SEAVER MOTORCYCLES	09/02/2020	$1,869.76
00665638	V02269	JACK BRIO	09/02/2020	$500.00
00665639	V00038	JEANNE K DUNHAM LCSW	09/02/2020	$2,120.00
00665640	V02268	JENNY TRAN	09/02/2020	$1,000.00
00665641	V00071	JM NURSERY	09/02/2020	$326.25
00665642	V00720	JOHNSTONE SUPPLY	09/02/2020	$198.64
00665643	V02267	JOSEPH THUONG TRAN	09/02/2020	$1,000.00
00665644	V02266	KAITLYNN TRUONG	09/02/2020	$500.00
00665645	V02274	KELLY LASCONIA	09/02/2020	$1,000.00
00665646	V02288	KHANH LE, LLC	09/02/2020	$5,000.00
00665647	V02287	KITCHEN CABINETS EXPRESS INC	09/02/2020	$1,000.00
00665648	V02286	KIWANISLAND, INC	09/02/2020	$405.00
00665649	V02285	LEON LE	09/02/2020	$1,000.00
00665650	V00402	LEXISNEXIS RISK SOLUTIONS ACCOUNT #1008503	09/02/2020	$332.25
00665651	V02284	LIBERTY PROPERTY TRUST	09/02/2020	$1,015.17
00665652	V00555	LIFECOM, INC	09/02/2020	$65.00
00665653	V01565	LOS ANGELES ENGINEERING, INC	09/02/2020	$120,910.08
00665654	V00610	LT PROPERTIES	09/02/2020	$17,460.70

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00665655	OTV000307	HANG TO LUU	09/02/2020	$48.36
00665656	V01657	LYTLE SCREENPRINTING, INC	09/02/2020	$377.13
00665657	V01411	MAGNUM OIL SPREADING, INC	09/02/2020	$404.55
00665658	V02283	MAI NIHN TAILORING & ALTERATIONS	09/02/2020	$4,150.00
00665659	V02281	MANHOLE ADJUSTING INC	09/02/2020	$5,000.00
00665660	V02280	MARIA HERNANDEZ	09/02/2020	$3,840.81
00665661	V02282	MATHNASIUM OF GARDEN GROVE	09/02/2020	$5,000.00
00665662	V00736	MC MASTER-CARR SUPPLY CO	09/02/2020	$62.45
00665663	V01570	MEEDER PUBLIC FUNDS, INC	09/02/2020	$6,000.00
00665664	V00151	MERCY HOUSE LIVING CENTERS	09/02/2020	$41,743.22
00665665	V02279	MISSYS GUEST HOME	09/02/2020	$5,000.00
00665666	V02278	MONIQUE EDWARDS	09/02/2020	$1,051.14
00665667	V00735	NAN MCKAY & ASSOCIATES, INC	09/02/2020	$239.00
00665668	V01415	NAPA AUTO PARTS	09/02/2020	$1,505.09
00665669	V00557	NATIONAL CONSTRUCTION RENTALS	09/02/2020	$153.60
00665670	V00557	NATIONAL CONSTRUCTION RENTALS	09/02/2020	$220.40
00665671	V00119	NEARMAP US, INC	09/02/2020	$6,318.03
00665672	V01416	NEWMAN POOL SERVICE, INC	09/02/2020	$245.00
00665673	OTV000314	HUAN QUANG NGUYEN	09/02/2020	$55.85
00665674	OTV000297	HANH NGUYEN, QUINCY & HA	09/02/2020	$63.82
00665675	OTV000313	TRUC VIT NGUYEN	09/02/2020	$37.64
00665676	V00745	NORWECO	09/02/2020	$1,455.36
00665677	V01867	OC HEALTH CARE AGENCY, ENVIRONMENTAL HEALTH	09/02/2020	$1,890.00
00665678	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	09/02/2020	$7,039.78
00665679	V00209	WHJ OCN,IND	09/02/2020	$3,078.00
00665680	OTV000298	ORANGE COUNTY CHILDRENS THEATER	09/02/2020	$37.78
00665681	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	09/02/2020	$200.00
00665682	V00973	ORANGE COUNTY COUNCIL OF GOVERNMENTS	09/02/2020	$15,239.62
00665683	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	09/02/2020	$250.00
00665684	V00563	ORANGE COUNTY STRIPING SERV	09/02/2020	$4,121.73
00665685	V01649	ORANGE COUNTY TRANSIT AUTHORITY	09/02/2020	$3,211.00
00665686	V00595	PACIFIC COAST CABLING, INC	09/02/2020	$198.75
00665687	V02277	PANCHITOS TAQUERIA	09/02/2020	$5,000.00
00665688	OTV000296	TIM PIETZ	09/02/2020	$47.44

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00665689	V00765	PLANETBIDS, INC	09/02/2020	$6,750.00
00665690	V00100	PRO LOGO	09/02/2020	$1,997.36
00665691	V02276	PROVIDENCE MFG INC	09/02/2020	$5,000.00
00665692	V00744	R J NOBLE COMPANY	09/02/2020	$587,087.38
00665693	V00774	REFRIGERATION SUPPLIES DISTRIBUTOR	09/02/2020	$3,133.71
00665694	V00529	REGENTS OF THE UNIVERSITY OF CALIFORNIA AT IRVINE	09/02/2020	$650.00
00665695	OTV000303	JOSEPH RHEE	09/02/2020	$17.62
00665696	OTV000299	JACLYN RICHARDS	09/02/2020	$23.25
00665697	OTV000310	TATIANA RODRIGUEZ	09/02/2020	$39.12
00665698	V00778	ROSEBURROUGH TOOL, INC	09/02/2020	$562.42
00665699	V00850	SAFARILAND, LLC	09/02/2020	$410.37
00665700	V01139	SBSD-EVOC TRAINING CENTER	09/02/2020	$3,300.00
00665701	OTV000305	CARRIE SEVER	09/02/2020	$24.98
00665702	V00785	SHRED CONFIDENTIAL, INC	09/02/2020	$346.50
00665703	V02303	SINH TRUONG	09/02/2020	$1,000.00
00665704	V00225	SITEONE LANDSCAPE SUPPLY HLDING	09/02/2020	$2,220.76
00665705	V02249	SOUTHERN CALIFORNIA FORCE INSTRUCTORS ASSOCIATION	09/02/2020	$800.00
00665706	V00367	SOUTHERN COMPUTER WAREHOUSE	09/02/2020	$201.09
00665707	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	09/02/2020	$1,390.57
00665708	V00795	SPARKLETTS	09/02/2020	$438.96
00665709	V02027	SSD SYSTEMS	09/02/2020	$649.99
00665710	V00213	STATE INDUSTRIAL PRODUCTS	09/02/2020	$3,002.37
00665711	V02302	STEPHAN REFRIGERATION	09/02/2020	$5,000.00
00665712	V02301	SUNFLOWER DRAPERY	09/02/2020	$5,000.00
00665713	V00244	SWANK MOTION PICTURES, INC	09/02/2020	$685.00
00665714	V02300	TAN DONG	09/02/2020	$1,000.00
00665715	OTV000300	THE ESTATE OF GERALDINE F BRENNAN c/o TERRANCE BRE	09/02/2020	$14.50
00665716	V01389	THE HOME DEPOT PRO	09/02/2020	$794.45
00665717	V02241	THE KOREA TIMES L.A., INC	09/02/2020	$400.00
00665718	V02298	THE VIETNAMESE COMMUNITY OF THE SOCAL	09/02/2020	$5,000.00
00665719	V02299	TOAN NGUYEN TRAN	09/02/2020	$1,000.00
00665720	OTV000295	YEN TONG	09/02/2020	$57.21
00665721	V01206	TOPAZ ALARM CORP	09/02/2020	$35.00

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00665722	V01623	TRAFFIC MANAGEMENT, INC	09/02/2020	$3,190.00
00665723	OTV000302	ANHMINH TRAN	09/02/2020	$46.72
00665724	V02155	TRI-TECH FORENSIC, INC	09/02/2020	$165.22
00665725	OTV000306	TINA TRINH	09/02/2020	$56.01
00665726	OTV000312	THU TRUONG	09/02/2020	$50.22
00665727	V00800	TT TECHNOLOGIES, INC	09/02/2020	$1,355.03
00665728	V00591	U S ARMOR CORP	09/02/2020	$1,562.48
00665729	V00152	UNITED WATER WORKS, INC	09/02/2020	$3,193.34
00665730	V01805	UNITED WELDING & FABRICATION, INC	09/02/2020	$16.31
00665731	V00817	VALLEY POWER SYSTEMS, INC	09/02/2020	$161.04
00665732	V02297	VIP DENTAL CARE	09/02/2020	$5,000.00
00665733	OTV000311	LEDUNG VO	09/02/2020	$26.71
00665734	V02296	VONG QUANH THE GIOI INC	09/02/2020	$5,000.00
00665735	OTV000293	MICHELLE VOORHEES	09/02/2020	$4.49
00665736	V00545	VORTEX INDUSTRIES, INC FILE 1095	09/02/2020	$3,154.95
00665737	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/02/2020	$4,173.90
00665738	V00527	WALTERS WHOLESALE ELECTRIC	09/02/2020	$3,097.72
00665739	V00823	WATERLINE TECHNOLOGIES, INC	09/02/2020	$2,361.60
00665740	V00824	WAXIE SANITARY SUPPLY	09/02/2020	$550.00
00665741	V00564	WEST COUNTY TIRE & AUTO, INC	09/02/2020	$1,319.00
00665742	OTV000304	JAMES J WHALEN	09/02/2020	$124.91
00665743	V00134	WILLIAMS & MAHER, INC	09/02/2020	$37,067.51
00665744	V00112	WM OF SOUTHERN CALIFORNIA	09/02/2020	$2,338.00
00665745	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/02/2020	$77,613.13
00665746	V01208	YO-FIRE SUPPLIES	09/02/2020	$3,112.65

EFT:	**956**	**$2,786,703.40**
Check:	**392**	**$6,967,309.22**
Total:	**1,348**	**$9,754,012.62**

City of Garden Grove
Certificate of Warrants
Register Date:
09/09/20

This is to certify the demands covered by Wires 00000068 to 00000071, EFT numbers 00002900 to 00002910, and check numbers #00665747 through 00665853 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000068	V00805	TIME WARNER CABLE	09/09/2020	$2,877.63
00000069	V00637	ANAHEIM, CITY OF	09/09/2020	$91.67
00000070	V00789	SO CALIF EDISON CO	09/09/2020	$30.03
00000071	V00789	SO CALIF EDISON CO	09/09/2020	$4,249.58
00002900	V00718	DANGELO CO (JWD ANGELO CO INC)	09/09/2020	$3,055.44
00002901	V00404	FEHR & PEERS	09/09/2020	$5,423.95
00002902	V01546	GEOCON WEST, INC	09/09/2020	$2,347.50
00002903	V02322	KAISER PRECISION LLC	09/09/2020	$4,825.23
00002904	V00082	NFINIT	09/09/2020	$823.00
00002905	V00506	REDFLEX TRAFFIC SYSTEMS, INC	09/09/2020	$30,800.00
00002906	V00250	SIMPSON CHEVROLET OF GG	09/09/2020	$4,000.00
00002907	V00384	STOMMEL, INC	09/09/2020	$15,813.52
00002908	V01458	TOYOTA OF GARDEN GROVE	09/09/2020	$16,500.00
00002909	V00355	CITY NET	09/09/2020	$15,689.78
00002910	V00716	INTERVAL HOUSE	09/09/2020	$76,055.59
00665747	V02071	ADAMS WELDING INC .	09/09/2020	$853.98
00665748	V01502	AGRI-TURF DISTRIBUTING	09/09/2020	$401.06
00665749	V00589	ALHAMBRA FOUNDRY CO, LTD	09/09/2020	$17,965.50
00665750	V01113	AMERICAN RED CROSS HEALTH & SAFETY SERVICES	09/09/2020	$706.00
00665751	V00641	AQUA-METRIC SALES CO	09/09/2020	$35.50
00665752	V00145	AUTONATION FORD TUSTIN	09/09/2020	$2,019.46
00665753	V01188	BANNER BANK	09/09/2020	$6,363.69
00665754	V00645	BARR AND CLARK, INC	09/09/2020	$320.00
00665755	V00548	BISHOP CO	09/09/2020	$451.31
00665756	V00548	BISHOP CO	09/09/2020	$1,814.26
00665757	V00249	BLAIS & ASSOCIATES, LLC	09/09/2020	$105.00
00665758	V02305	BRACKEN'S KITCHEN	09/09/2020	$3,000.00
00665759	V00561	CALIFORNIA BUILDING OFFICIALS	09/09/2020	$420.00
00665760	V00660	CAMERON WELDING SUPPLY	09/09/2020	$42.23
00665761	V01135	CAMFIL, USA, INC	09/09/2020	$976.44
00665762	V01214	CAROLINA'S ITALIAN CUISINE RESTAURANT	09/09/2020	$2,649.98
00665763	V00107	CASI	09/09/2020	$450.00
00665764	V02320	CASSIDY ELROD	09/09/2020	$341.00
00665765	V00224	CDW-GOVERNMENT, INC	09/09/2020	$19,051.07

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665766	V00092	CHEVROLET OF WATSONVILLE NATIONAL AUTO FLEET GROUP	09/09/2020	$80,377.23
00665767	V00596	CLEANSTREET	09/09/2020	$6,373.80
00665768	V00579	COASTLINE EQUIPMENT	09/09/2020	$3,031.06
00665769	V01976	COMMUNITY ACTION PARTNERSHIP OF OC	09/09/2020	$3,300.00
00665770	V00667	CONTINENTAL CONCRETE CUTTING	09/09/2020	$1,492.00
00665771	V00670	COSTCO MEMBERSHIP	09/09/2020	$120.00
00665772	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	09/09/2020	$888.16
00665773	V00476	CSG CONSULTANTS, INC	09/09/2020	$4,030.00
00665774	V00655	CWELLS PIPELINE MATERIALS, INC	09/09/2020	$2,680.69
00665775	V00481	DATA TICKET, INC	09/09/2020	$133.14
00665776	V01183	DEPARTMENT OF JUSTICE	09/09/2020	$1,015.00
00665777	V01366	DEWBERRY ARCHITECTS, INC	09/09/2020	$8,397.90
00665778	V00184	DIAMOND ENVIRONMENTAL SERVICES	09/09/2020	$449.83
00665779	V01145	DIRECTV	09/09/2020	$247.12
00665780	V00174	ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC	09/09/2020	$2,825.62
00665781	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/09/2020	$5,623.55
00665783	V01379	FIVESTAR RUBBER STAMP ETC, INC	09/09/2020	$12.51
00665784	V00658	FRANCHISE TAX BOARD	09/09/2020	$897.71
00665785	V00054	GALLS LLC	09/09/2020	$120.85
00665786	V00054	GALLS LLC	09/09/2020	$6,381.31
00665787	V01382	GARDEN GROVE NISSAN, LP	09/09/2020	$6,000.00
00665788	V00218	GRAINGER	09/09/2020	$402.59
00665789	V02182	HARMONY LAB & SAFETY SUPPLIES	09/09/2020	$188.75
00665790	V00711	HILL'S BROS LOCK & SAFE, INC	09/09/2020	$286.61
00665791	V02318	HNH BLUE SKY RESTAURANT INC	09/09/2020	$5,000.00
00665792	V00034	HOME DEPOT CREDIT SERVICES	09/09/2020	$4,044.13
00665793	V00032	HUGHES COMMUNICATION, INC	09/09/2020	$185.10
00665794	V00135	IMPERIAL SPRINKLER SUPPLY, INC	09/09/2020	$297.55
00665795	V01093	INTERNAL REVENUE SERVICE	09/09/2020	$51.50
00665796	V01307	IRVINE PIPE & SUPPLY, INC	09/09/2020	$287.88
00665797	V02317	JESHA LLC	09/09/2020	$5,000.00
00665798	V00721	KELLY PAPER	09/09/2020	$324.17
00665799	V02307	KEROSTENA INC	09/09/2020	$3,000.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665800	V02114	LAURELINDA HAUKSSON	09/09/2020	$44.10
00665801	V00728	LAWSON PRODUCTS, INC	09/09/2020	$1,456.94
00665802	V00769	LEGAL SHIELD	09/09/2020	$939.85
00665803	V00555	LIFECOM, INC	09/09/2020	$422.64
00665804	V00192	MAD SCIENCE OF WEST OC	09/09/2020	$207.90
00665805	V02319	MARTIN LANDROS	09/09/2020	$70.00
00665806	V00478	MASTER LANDSCAPE & MAINTENANCE	09/09/2020	$12,457.81
00665807	V00737	MERCHANTS BLDG MAINT, LLC	09/09/2020	$25,464.51
00665808	V02128	MISOYA SUSHI	09/09/2020	$750.00
00665809	V02188	MTT INVESTMENT CORPORATION	09/09/2020	$6,250.00
00665810	V01604	MULTIRIVER STUDIOS, LLC WESTMINSTER ARTS ACADEMY	09/09/2020	$305.48
00665811	V02164	NAM GIAO RESTAURANT	09/09/2020	$3,000.00
00665812	V00557	NATIONAL CONSTRUCTION RENTALS	09/09/2020	$521.40
00665813	V01131	NATURE'S GROWERS NURSERY	09/09/2020	$123.93
00665814	V00741	NIAGARA PLUMBING	09/09/2020	$15.33
00665815	V00747	OCEAN BLUE ENVIRONMENTAL SERVICES, INC	09/09/2020	$2,181.08
00665816	V00209	WHJ OCN,IND	09/09/2020	$380.00
00665817	V00291	ONESOURCE DISTRIBUTORS, LLC	09/09/2020	$1,457.25
00665818	V00443	ORANGE COUNTY RANGE STORE, LLC	09/09/2020	$481.59
00665819	V01086	ORANGE COUNTY SHERIFF/ LEVYING OFFICER CENTRAL DIV	09/09/2020	$250.00
00665820	V00595	PACIFIC COAST CABLING, INC	09/09/2020	$1,748.00
00665821	V01488	PERFORMANCE NURSERY CORP	09/09/2020	$812.99
00665822	V00761	PETTY CASH - MUN SRVC CTR	09/09/2020	$539.16
00665823	V02325	PHUONG CHUNG MEDIA MARKETING	09/09/2020	$9,000.00
00665824	V00010	PLUMBERS DEPOT, INC	09/09/2020	$593.20
00665825	V00744	R J NOBLE COMPANY	09/09/2020	$2,334.76
00665826	V00401	REPUBLIC WASTE SERVICES OF SO CALIFORNIA, LLC	09/09/2020	$9,823.33
00665827	V00155	RPW SERVICES, INC	09/09/2020	$1,800.00
00665828	V00525	RYAN HERCO PRODUCTS CORP	09/09/2020	$66.42
00665829	V00779	S C YAMAMOTO, INC	09/09/2020	$5,677.00
00665830	V00785	SHRED CONFIDENTIAL, INC	09/09/2020	$126.00
00665831	V01692	SOUTHERN CALIFORNIA NEWS GROUP	09/09/2020	$2,397.12
00665832	V00367	SOUTHERN COMPUTER WAREHOUSE	09/09/2020	$3,122.19

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665833	V00795	SPARKLETTS	09/09/2020	$28.03
00665834	V00228	SUPERION, LLC	09/09/2020	$13,300.00
00665835	V01389	THE HOME DEPOT PRO	09/09/2020	$2,458.77
00665836	V02315	THE PINK DOOR SALON	09/09/2020	$5,000.00
00665837	V00193	THE PM GROUP	09/09/2020	$4,316.29
00665838	V00080	TIN LOCKSMITH, INC	09/09/2020	$1,484.16
00665839	V00817	VALLEY POWER SYSTEMS, INC	09/09/2020	$417.77
00665840	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/09/2020	$3,313.55
00665841	V00527	WALTERS WHOLESALE ELECTRIC	09/09/2020	$55.47
00665842	V00823	WATERLINE TECHNOLOGIES, INC	09/09/2020	$1,114.56
00665843	V00824	WAXIE SANITARY SUPPLY	09/09/2020	$2,967.60
00665844	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/09/2020	$525.60
00665845	V01208	YO-FIRE SUPPLIES	09/09/2020	$249.08
00665846	V00113	ZERO WASTE USA	09/09/2020	$621.84
00665847	V00229	FIS ACCOUNTING DEPT	09/09/2020	$29,871.71
00665848	V00151	MERCY HOUSE LIVING CENTERS	09/09/2020	$25,761.99
00665849	V01148	REVEL ENVIRONMENTAL MANUFACTURING, INC	09/09/2020	$2,088.00
00665850	V01430	THE RAMSAY GROUP	09/09/2020	$3,185.00
00665851	V00803	THOMAS HOUSE TEMPORARY SHELTER	09/09/2020	$1,961.00
00665852	V00823	WATERLINE TECHNOLOGIES, INC	09/09/2020	$432.00
00665853	V00836	ZEP SALES & SERVICE	09/09/2020	$1,624.33

EFT:	**11**	**$175,334.01**
Check:	**110**	**$414,277.88**
Total:	**121**	**$589,611.89**

City of Garden Grove
Certificate of Warrants
Register Dates:
09/16/2020

This is to certify the demands covered by Wires 00000072 to 00000075, EFT numbers 00002911 to 00002918, and check numbers #00665854 through 00665992 inclusive as listed on this register and have been verified by the Finance Division as properly issued and bear all proper signatures.

Finance Director
Patricia Song

AP - Checking Account

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00000072	V00789	SO CALIF EDISON CO	09/16/2020	$89,102.87
00000073	V00789	SO CALIF EDISON CO	09/16/2020	$86,346.05
00000074	V00789	SO CALIF EDISON CO	09/16/2020	$17,100.51
00000075	V00789	SO CALIF EDISON CO	09/16/2020	$31.60
00002911	V01479	AMAZON WEB SERVICES, INC	09/16/2020	$3,540.33
00002912	V00657	CALIF FORENSIC PHLEBOTOMY, INC	09/16/2020	$2,461.00
00002913	V00218	GRAINGER	09/16/2020	$3,030.07
00002914	V01390	GRANICUS	09/16/2020	$16,492.00
00002915	V00373	INNOVYZE, INC	09/16/2020	$9,455.00
00002916	V00500	QUADIENT LEASING USA INC	09/16/2020	$2,150.76
00002917	V00261	STRICTLY TECHNOLOGY, LLC	09/16/2020	$103.43
00002918	V00256	THE GEO GROUP, INC	09/16/2020	$49,295.67
00665854	V02331	FCTC	09/15/2020	$907.00
00665855	V02216	GREENBRIER TERRACES	09/15/2020	$156.60
00665856	V02332	ROOSEWOOD VILLAGE	09/15/2020	$156.60
00665857	V02075	INC. WESTVIEW SERVICES	09/15/2020	$493.00
00665858	V00605	AARDVARK	09/16/2020	$5,361.38
00665859	V02071	ADAMS WELDING INC .	09/16/2020	$952.18
00665860	V01502	AGRI-TURF DISTRIBUTING	09/16/2020	$857.57
00665861	V02346	AGUSTIN AYARD	09/16/2020	$8.00
00665862	V00573	ALAN'S LAWN AND GARDEN CENTER, INC	09/16/2020	$59.56
00665863	V00633	ALL AMERICAN ASPHALT	09/16/2020	$1,015.20
00665864	V01087	ALLSPACE- GARDEN GROVE	09/16/2020	$912.00
00665865	V00479	ANDRES MEDINA MOBILE WASH	09/16/2020	$1,997.50
00665866	V00847	APWA	09/16/2020	$260.00
00665867	V01162	SONIA LISA ASENCIO	09/16/2020	$20.00
00665868	V00959	Robert Baldwin	09/16/2020	$22.00
00665869	V00645	BARR AND CLARK, INC	09/16/2020	$640.00
00665870	V00179	BC TRAFFIC SPECIALIST	09/16/2020	$2,477.33
00665871	V00429	BEE REMOVERS	09/16/2020	$295.00
00665872	V00125	BOUND TREE MEDICAL, LLC	09/16/2020	$65.42
00665873	V01514	BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC	09/16/2020	$7,500.00
00665874	V01494	C G LANDSCAPE, INC	09/16/2020	$1,200.00
00665875	V00561	CALIFORNIA BUILDING OFFICIALS	09/16/2020	$280.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665876	V00660	CAMERON WELDING SUPPLY	09/16/2020	$69.32
00665877	V00554	CARL WARREN & CO	09/16/2020	$4,125.00
00665878	V00224	CDW-GOVERNMENT, INC	09/16/2020	$627.80
00665879	V01234	CITY CLERKS ASSOCIATION OF CALIFORNIA	09/16/2020	$85.00
00665880	V00596	CLEANSTREET	09/16/2020	$2,983.80
00665881	V00666	COMMUNITY VETERINARY HOSPITAL	09/16/2020	$100.00
00665882	V00667	CONTINENTAL CONCRETE CUTTING	09/16/2020	$9,948.00
00665883	V01476	CONVENIENT BOARD UPS	09/16/2020	$280.00
00665884	V00513	CORELOGIC SOLUTIONS, LLC	09/16/2020	$394.50
00665885	V01876	COUNTY OF ORANGE	09/16/2020	$255.36
00665886	V00460	CRAFCO, INC	09/16/2020	$5,926.25
00665887	V00672	CRON & ASSOCIATES TRANSCRIPTION, INC	09/16/2020	$2,214.41
00665888	V00655	CWELLS PIPELINE MATERIALS, INC	09/16/2020	$14,082.17
00665889	V02000	ANDREW HOAI DANG	09/16/2020	$54.00
00665890	V00481	DATA TICKET, INC	09/16/2020	$1,027.85
00665891	V00067	DENNIS GRUBB & ASSOCIATES, LLC	09/16/2020	$200.00
00665892	V02200	DIANA LING CHEN	09/16/2020	$17.00
00665893	V02310	DL BEST INVESTMENT	09/16/2020	$50,000.00
00665894	V00565	DOG SERVICES UNLIMITED	09/16/2020	$442.26
00665895	V00676	DUNN-EDWARDS CORPORATION	09/16/2020	$155.84
00665896	V01984	HARRY MINH DUONG	09/16/2020	$89.00
00665897	V00682	EWING IRRIGATION PRODUCTS, INC	09/16/2020	$2,553.66
00665898	V00233	FACTORY MOTOR PARTS CO BIN 139107	09/16/2020	$1,097.75
00665899	V02330	FANCY HAIR SALON	09/16/2020	$5,000.00
00665900	V00412	FEDERAL EXPRESS CORP	09/16/2020	$66.53
00665901	V00054	GALLS LLC	09/16/2020	$8,637.41
00665902	V00696	GARDEN GROVE UNIFIED SCHOOL DIST	09/16/2020	$595.20
00665903	V00218	GRAINGER	09/16/2020	$2,232.61
00665904	V00708	HARBOR POINTE A/C & CONTROL SYSTEMS, INC	09/16/2020	$3,327.50
00665905	V02335	INC. HARDIN ENTERPRISES	09/16/2020	$102,892.59
00665906	V02337	HELENE MY HANH NGUYEN	09/16/2020	$24.00
00665907	V00711	HILL'S BROS LOCK & SAFE, INC	09/16/2020	$86.83
00665908	V02339	HOA T. TRAN	09/16/2020	$20.00
00665909	V02134	HOANG AN, INC.	09/16/2020	$3,000.00
00665910	V00303	IACP INTL ASSOC CHIEFS OF POLICE	09/16/2020	$1,225.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665911	V02338	IMAN FAIZ RIZK GERGIS	09/16/2020	$21.00
00665912	V00356	LLC IMPREMEDIA OPERATING COMPANY	09/16/2020	$950.00
00665913	V00182	INFOSEND, INC	09/16/2020	$17,770.06
00665914	V01555	INVERTER TECHNOLOGY, INC	09/16/2020	$2,185.00
00665915	V00531	IRV SEAVER MOTORCYCLES	09/16/2020	$679.63
00665916	V02004	OMAR M JAMA	09/16/2020	$28.00
00665917	V02226	JOEY IKEMOTO PHOTOGRAPHY INC	09/16/2020	$1,850.00
00665918	V02107	KARI PHUONG NGUYEN	09/16/2020	$20.00
00665919	V02138	KATIE NGUYEN	09/16/2020	$300.00
00665920	V00721	KELLY PAPER	09/16/2020	$1,319.17
00665921	V02340	KIM LOAN NGUYEN	09/16/2020	$11.00
00665922	V00725	KNORR SYSTEMS, INC	09/16/2020	$256.70
00665923	V00728	LAWSON PRODUCTS, INC	09/16/2020	$238.65
00665924	V00838	QUAN H LE	09/16/2020	$11.00
00665925	V01411	MAGNUM OIL SPREADING, INC	09/16/2020	$876.53
00665926	V00900	NGOC HA THI MAI	09/16/2020	$29.00
00665927	V00478	MASTER LANDSCAPE & MAINTENANCE	09/16/2020	$7,452.74
00665928	V00020	MCFADDEN DALE INDUSTRIAL HARDWARE	09/16/2020	$111.98
00665929	V00737	MERCHANTS BLDG MAINT, LLC	09/16/2020	$2,119.67
00665930	V02187	MKK INVESTMENT CORPORATION	09/16/2020	$6,250.00
00665931	V01414	MWI ANIMAL HEALTH	09/16/2020	$398.91
00665932	V00557	NATIONAL CONSTRUCTION RENTALS	09/16/2020	$20.80
00665933	V01987	AMY TU UYEN NGUYEN	09/16/2020	$29.00
00665934	V02009	ANH DAO THI NGUYEN	09/16/2020	$104.00
00665935	H3876	D DUY MD NGUYEN	09/16/2020	$922.00
00665936	V02035	JULIE NGUYEN	09/16/2020	$23.00
00665937	V00291	ONESOURCE DISTRIBUTORS, LLC	09/16/2020	$217.50
00665938	V00530	ORANGE COUNTY APPLIANCE PARTS	09/16/2020	$3.48
00665939	V01422	ORANGE COUNTY CLERK-RECORDER'S OFFICE	09/16/2020	$150.00
00665940	V00560	ORANGE COUNTY FIRE PROTECTION	09/16/2020	$35.00
00665941	V01943	XIANHONG PAN	09/16/2020	$12.00
00665942	V00598	PARKWOOD LANDSCAPE MAINTENANCE, INC	09/16/2020	$27,454.66
00665943	V01488	PERFORMANCE NURSERY CORP	09/16/2020	$7.83
00665944	V00766	POOL WATER PRODUCTS	09/16/2020	$97.44
00665945	V00045	PRIM&MULTI-SPEC CLN OF ANAHEIM	09/16/2020	$1,515.00

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665946	V02185	R. H. SERVICES	09/16/2020	$1,167.39
00665947	V00396	RADI'S CUSTOM UPHOLSTERY	09/16/2020	$1,950.00
00665948	V02343	ROSE THU TRAN	09/16/2020	$3.00
00665949	V00779	S C YAMAMOTO, INC	09/16/2020	$77.00
00665950	V00850	SAFARILAND, LLC	09/16/2020	$338.46
00665951	V00839	SANTA ANA COLLEGE CRIMINAL JUSTICE ACADEMIES	09/16/2020	$2,116.00
00665952	V00120	SIEMENS MOBILITY, INC	09/16/2020	$1,753.65
00665953	V01980	STEVE RAY SOLORIO	09/16/2020	$20.00
00665954	V00793	SOUTHERN CALIFORNIA GAS CO ML 711D	09/16/2020	$1,335.31
00665955	V00367	SOUTHERN COMPUTER WAREHOUSE	09/16/2020	$133.31
00665956	V00474	SOUTHERN COUNTIES LUBRICANTS, LLC	09/16/2020	$3,909.35
00665957	V00160	SOUTHERN COUNTIES OIL COMPANY	09/16/2020	$20,531.58
00665958	V00213	STATE INDUSTRIAL PRODUCTS	09/16/2020	$1,589.11
00665959	V00255	STATEWIDE TRAFFIC SAFETY AND SIGNS, INC	09/16/2020	$198.11
00665960	V00364	SUNBELT RENTALS	09/16/2020	$928.59
00665961	V00228	SUPERION, LLC	09/16/2020	$17,981.25
00665962	V02238	SUPERIOR CLEANERS	09/16/2020	$3,750.00
00665963	V00414	SUPPLY SOLUTIONS	09/16/2020	$2,068.69
00665964	V00244	SWANK MOTION PICTURES, INC	09/16/2020	$450.00
00665965	V02341	THAIHIEN DINHPHUONG LE	09/16/2020	$15.00
00665966	V02112	THAM HONG TRAN	09/16/2020	$11.00
00665967	V02311	THE VINTAGE 1979	09/16/2020	$50,000.00
00665968	V00804	THOMSON REUTERS- WEST	09/16/2020	$2,049.34
00665969	V00465	TIERRA WEST ADVISORS, INC	09/16/2020	$3,412.50
00665970	V01623	TRAFFIC MANAGEMENT, INC	09/16/2020	$105.07
00665971	V01990	THANH TRAN	09/16/2020	$114.00
00665972	V02023	THOM VAN TRAN	09/16/2020	$52.00
00665973	V01942	TONY KIEU TRAN	09/16/2020	$28.00
00665974	V01123	TRANSAMERICA EMPLOYEE BENEFITS	09/16/2020	$4,426.92
00665975	V02113	TRINH LE	09/16/2020	$39.00
00665976	V00808	TRUCK & AUTO SUPPLY, INC	09/16/2020	$2,012.65
00665977	V02342	TUANKIET DIEN DUONG	09/16/2020	$41.00
00665978	V00424	TYLER TECHNOLOGIES, INC	09/16/2020	$945.00
00665979	V00812	UNIFIRST CORP	09/16/2020	$1,858.00
00665980	V00815	UNITED RENTALS NORTHWEST, INC	09/16/2020	$1,266.94

Check	Vendor #	Vendor Name	Issue Date	Check Amount
00665981	V00301	USA BLUE BOOK	09/16/2020	$1,852.38
00665982	V01948	RENEE LYNN VICTOR	09/16/2020	$12.00
00665983	V01075	VIET BAO DAILY, INC	09/16/2020	$700.00
00665984	V00398	VULCAN MATERIALS COMPANY WESTERN DIVISION	09/16/2020	$3,700.85
00665985	V00527	WALTERS WHOLESALE ELECTRIC	09/16/2020	$1,768.90
00665986	V00823	WATERLINE TECHNOLOGIES, INC	09/16/2020	$763.20
00665987	V00828	WEST COAST SAND & GRAVEL	09/16/2020	$1,243.25
00665988	V01044	WESTERN WATER WORKS	09/16/2020	$1,237.58
00665989	V01741	WILDFLOWER INC	09/16/2020	$40.30
00665990	V00134	WILLIAMS & MAHER, INC	09/16/2020	$120.00
00665991	V00582	WOODRUFF, SPRADLIN & SMART, A PROFESSIONAL CORP	09/16/2020	$2,658.70
00665992	V01208	YO-FIRE SUPPLIES	09/16/2020	$13,343.63

EFT:	**8**	**$86,528.26**
Check:	**143**	**$669,642.77**
Total:	**151**	**$756,171.03**

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Award a contract to G4S Secure Solutions (USA) Inc., for civilian jail contract services. (Three year contract amount: $1,815,556.69) (*Action Item*)	Date:	9/22/2020

OBJECTIVE

To seek City Council approval to enter into an agreement with G4S Secure Solutions (USA) Inc. (G4S), to provide civilian custody officer services to the Police Department.

BACKGROUND

In June 2000, the City Council approved the City's first contract with GEO Group, Inc. (formerly C.S.I.) to provide 24-hour jail booking services for the Police Department. Using the civilian jail contract services, police officers are able to reduce the time it takes to process arrestees and return to the field to handle calls for service. On average, it takes police officers approximately two hours to handle a prisoner through the booking process. Using the jail contract services, this processing time has been reduced to 15 minutes, allowing the police officers to return to the field more quickly to handle emergency calls for service.

Over the past several years, there has been an increase in crime within the City and an increase in arrests made by the Police Department. In 2019, officers made 7,575 arrests for both felony and misdemeanor crimes. This is a 34.8% increase in arrests from 2014, when officers made 5,619 arrests. The time saved by having the civilian jailers process the arrestees is the equivalent of having approximately (6) additional police officers on the street.

In June 2019, the City Council approved a three-year agreement with The GEO Group Inc. (GEO). However, on June 25, 2020, the Police Department received notice from GEO terminating their contract with the City effective November 1, 2020. GEO advised it is terminating the contract as the result of an internal business decision to cease jail operations in the State of California.

DISCUSSION

In November 2019, the City of Westminster conducted an RFP process requesting open bids for Custody Officer Services. During that process, a request for proposal was sent to three vendors, G4S Secure Solutions (USA) Inc., Core Civic, Inc., and The GEO Group, Inc. The City of Westminster received only one proposal, from G4S Secure Solutions (USA) Inc. (G4S), who was awarded the contract by the Westminster City Council on March 11, 2020. Garden Grove City staff recommend "piggybacking" on the existing contract between G4S and the City of Westminster.

G4S has also agreed to offer employment to the current 10 GEO employees, provided they pass an updated pre-employment screening. This will allow for a seamless transition between vendors as the GEO employees are very familiar with the current jail operations. All costs for employee training and pre-employment screening are included in the contract price and will not be billed separately.

FINANCIAL IMPACT

The proposed annual costs of the G4S contract are as follows:

- FY 2020-21: $648,284
- FY 2021-22: $678,888
- FY 2022-23: $708,608

The full first-year cost of the G4S contract is $648,284. However, since the contract will not go into effect until November 1, 2020, the pro-rated cost through June 30, 2021 will be approximately $432,189. The FY 2020-21 Police Department budget includes an allocation of $609,294 for the current contract with GEO. It is anticipated that the City will pay GEO approximately $197,183 for services rendered through October 31, 2020, and the remaining funds (approx. $412,111) will be reallocated to the G4S contract.

Fiscal year 2020-21 costs of the G4S contract not covered by the existing allocation (approx. $20,078) will be covered by public safety-restricted grant funds recently appropriated for the Police Department's budget. The additional costs for FY 2021-22 and FY 2022-23 will paid for through a combination of grant funds, such as JAG, SLESA, Prop 172, and AB109 as they become available.

RECOMMENDATION

It is recommended that the City Council:

- Approve the agreement with G4S Secure Solutions Inc., in the amount of $1,815,556.69, for jail custody services, for the period November 1, 2020 through June 30, 2023, with an option to extend for an additional two (2) years; and

- Authorize the City Manager to execute the agreement on behalf of the City, and

make minor modifications as appropriate thereto.

ATTACHMENTS:

Description	Upload Date	Type	File Name
G4S Contract	9/11/2020	Agreement	G4S_Contract_2020_FINAL.pdf
G4S Attachment B	9/11/2020	Backup Material	G4S_Attachment_B.pdf
Westminster Contract	9/11/2020	Backup Material	WESTMINSTER_CONTRACT_G4S_2020-2025.pdf

CITY OF GARDEN GROVE

PROFESSIONAL SERVICES AGREEMENT
JAIL MANAGEMENT SERVICES

THIS AGREEMENT is dated as of September 22, 2020, by and between the City of Garden Grove, California, a municipal corporation ("CITY") and **G4S SECURE SOLUTIONS (USA), Inc.** ("Operator").

RECITALS

WHEREAS, CITY owns an existing temporary holding facility which is used to house and care for detainees; and

WHEREAS, CITY and Operator desire to enter into an agreement whereby Operator will provide the operation, management and supervision of CITY's existing temporary holding facility in accordance with the laws, rules, regulations and procedures of the State of California; and

WHEREAS, CITY and Operator are authorized to enter into this Agreement in accordance with the services and the prices provided by Contractor in its successful public bid to the City of Westminster. Contractor agrees to honor the same or more favorable pricing schedule than what was originally submitted to the City of Westminster for the services outlined in this Agreement, which was adopted by the Westminster City Council, subject to the proposal to City for City-specific services. A copy of the City of Westminster's Agreement, is attached as Attachment "A" and G4S SECURE SOLUTIONS (USA), Inc.'s proposal to City which is attached hereto as Attachment "B" and are incorporated herein by reference.

WHEREAS, CITY and Operator are authorized to enter into this Agreement under applicable law.

NOW, THEREFORE, in consideration of performance by the parties of the covenants and conditions herein contained, the parties hereto agree as follows:

1. **Definitions**

A. "ACA" shall mean the American Correctional Association or its designated successor, whose headquarters are presently 206 North Washington Street, Suite 200, Alexandria, VA 22314.

B. "ACA Standards" shall mean the Standards For Adult Local Detention Facilities (Fourth Edition, 2008 as may be modified, amended, supplemented, or supplanted in the future) published by ACA.

C. "Assigning Agency" shall mean any federal, state or local agency which may lawfully assign an Inmate to the Jail and which has executed an Intergovernmental Service Agreement.

D. "Board" shall mean the State of California Board of Corrections.

E. "Chief of Police" shall mean the Chief of Police of CITY.

F. "CITY's Facility Representative" shall mean the person who is the official liaison between CITY and Operator on all matters pertaining to the operation and management of the Jail as provided in Section 14.D, CITY's Facility Representative.

G. "Custody Criteria" shall mean those criteria used to determine an Inmate's Custody Level and shall normally include, to the extent known to the Operator, the Inmate's offense history, present offense, escape history, history of violence, drug use or addiction, alcohol use or addiction, psychological status and present behavior.

H. "Custody Level" shall normally mean a custody designation of either Minimum Custody or Medium Custody that describes appropriate and adequate supervision and housing assignments commensurate with the on-going needs and requirements of the Inmate during his incarceration and is based on the Custody Criteria.

I. "Day" shall mean a twenty-four (24) hour time period beginning with twelve o'clock midnight and ending twenty-four hours later.

J. "Jail" shall mean the cells, booking area, inmate food preparation area and fingerprint area (collectively "holding facility") in the current facilities located in CITY's Police Department Building located at 11301 Acacia Parkway, Garden Grove, California, which shall house Inmates in accordance with the applicable Minimum Standards.

K. "Department" shall mean the State of California Department of Corrections and Rehabilitation.

L. "Employee" shall mean every person in the service of Operator under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed.

M. "Fiscal Year" shall mean CITY's fiscal year commencing on July 1, and ending as of June 30, of each year.

N. "For Cause" shall mean a material failure by either party to meet the provisions of this Agreement or in the sole judgment of CITY the failure of the Operator to meet the applicable Minimum Standards when such failure to meet the applicable Minimum standards affects the operation of the Jail.

O. "Force Majeure" shall mean the failure of performance of any of the terms and conditions of the Agreement resulting from acts of God.

P. "Inmate" shall mean any male or female arrestee who is to be lawfully held at the Jail by CITY or pursuant to an Intergovernmental Service Agreement and who is classified as Minimum Custody or Medium Custody.

Q. "Intergovernmental Service Agreement" shall mean an agreement between CITY and any Assigning Agency whereby CITY and the Assigning Agency agree to the terms and conditions whereby the Assigning Agency's Inmates shall be booked and held in custody at the Jail

R. "Medium Custody" shall mean that Custody Level appropriate to an Inmate who is classified as eligible to be assigned to the Jail but who is not eligible to be assigned to the least secure housing in the Jail and may not work outside of the Jail's area.

S. "Minimum Custody" shall mean that Custody Level appropriate to an Inmate who is classified as eligible to be assigned to the Jail and is eligible to be assigned to the least secure housing in the Jail, but may not work outside of the Jail's area.

T. "Minimum Standards" shall mean the applicable Federal, State and CITY requirements, laws and statutes, applicable court orders, Board standards (including but not limited to Title 15 of the California Code of Regulations), Orange County Health Department Rules and Regulations and ACA standards, whether now in effect or hereafter effected or implemented, as applicable to the Jail, except as waived by CITY or State. Where a conflict exists between Federal and State requirements, laws, statutes, and applicable court orders, the Board's standards shall apply.

U. "Perishables" shall mean those items that are easily destroyed or spoiled.

V. "Police Department Building" shall mean the Garden Grove Police Department building located at 11301 Acacia Parkway, Garden Grove, California 92840, which also houses the Jail.

W. "Service Commencement Date" shall mean September 8, 2020.

2. Purpose

A. *Purpose:* The purpose of this Agreement is to establish the terms and conditions under which Operator will operate and maintain the Jail.

B. *Nature of Operations:* Operator shall operate, manage, supervise and maintain the Jail for CITY in order to properly receive, detain and care for all Inmates who may be booked in the Jail.

3. Grant of Operating Rights

CITY hereby grants to Operator the sole and exclusive right to operate the Jail for the term hereof, and Operator agrees to provide all labor necessary to operate the Jail for the term hereof and pursuant to the terms and conditions herein specified.

4. Term of the Agreement

The initial term of this Agreement shall be for a period of three (3) years

commencing upon the Service Commencement Date, with an option to extend said agreement additional two (2) years, for a total performance period of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. The term of this Agreement may be extended upon the mutual agreement of both parties under the same terms and conditions as set forth in the Agreement, subject to any modifications upon mutual consent of the parties.

5. Use of Facility

A. *City's Use of Holding Facility:* CITY and/or its designees shall have the right to access the holding facility at any time to: (a) conduct inspections to determine Operator compliance with the requirements of this Agreement or with other applicable operational standards; (b) conduct designated police activities, including but not limited to fingerprinting, in a manner that does not adversely affect the Operator's activities. CITY and Operator shall agree upon an advance form of notice to be given to Operator prior to CITY access for these purposes.

B. *Locks and Keys:* For each of the aforesaid purposes, CITY shall at all times receive from Operator and have the right to retain and use keys to all gate and fence locks upon and about the Jail. CITY shall have the right to use such keys and any and all other means which CITY may reasonably deem proper to open any lock upon or about the Jail in order to obtain entry in an emergency. Operator shall use CITY provided keys only and shall not duplicate any key or change any lock without the express prior written permission of CITY.

C. *Liability of City:* CITY shall have no liability to Operator for any exercise of CITY's rights under this Section 5, Use of Facility, except for (a) CITY's failure to exercise due care for Operator's property; (b) CITY-caused damage to facilities which Operator is otherwise required to maintain or repair under this Agreement; or (c) CITY's failure to exercise due care for the security, care, and custody of Inmates under Operator's supervision. Except as provided in this Section 5.C, Liability of CITY, Operator hereby waives any claims for damages for any injury or inconvenience to Operator or interference with Operator's business, or any loss occasioned thereby.

6. Operation of the Jail

A. *General Duties and Obligations; Standards:* Operator shall provide the operation and management services necessary to operate, maintain, and manage the Jail in compliance with the applicable Minimum Standards.

B. *Jail Manual:* Operator acknowledges that a written comprehensive Field Policies and Operations Manual covering all aspects of operations including the procedures to be utilized to facilitate management of the facility will be provided by the City upon contract agreement. Any and all proposed additions, deletions or modifications to such Manual, must be approved in writing by the Chief of Police prior to implementation.

C. *Specified Duties and Obligations:* Operator's duties and obligations shall be set forth in detail in the Jail Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum standards.

(1) Intake and Release Processing: Operator shall provide intake and release processing which shall include review of Inmate's documents, Inmate search as permitted by law, inventory and storage of Inmate's personal property and funds, entry of Inmate data into CITY's and Orange County's booking systems, acceptance of Inmate custody, generation of intake and release documents and records, including all Orange County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate, initiation of Inmate health and well-being screening, classification and housing assignment of Inmate, review of court release documents, return of Inmate personal property and funds, completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release, transportation as described in Section 6.C.(5), Transportation, and any and all such other duties as may be required by applicable statute or rule.

(2) Staffing: Operator shall staff and operate the Jail in compliance with the applicable Minimum Standards.

(3) Health Services: As necessary, CITY shall be responsible financially for all inmate medical care services.

(4) Laundry and Inmate clothing: CITY shall provide temporary disposable clothing on an as-needed basis.

(5) Transportation: Operator shall provide transportation services for Inmates in the Jail to the nearest Sheriff's station or County jail facility ± to the local courthouse for court ordered appearances, and to medical facilities for inmate for non-emergency medical care. Operator agrees to exercise its best effort to conduct such transportation services at a time when the jail will be devoid of inmates and/or at least one jailer will remain on duty in the jail. CITY will provide one transportation vehicle for these transportation services.

(6) [Reserved]

(7) Safety: Operator shall operate and maintain the Jail in compliance with the applicable Minimum Standards relative to safety.

(8) Security: Operator shall be responsible for providing security for all Inmates in accordance with the applicable Minimum Standards while they are inside the Jail, at medical facilities and when they are being transported by Operator. While any Inmate is in the custody of CITY, an Assigning Agency, the Sheriff, other custodial entity, or a bailiff, Operator shall not be responsible for providing security for such Inmate, and such security shall be the responsibility of such custodial entity or officer.

(9) Disciplinary Rules and Regulations: Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards.

(10) [Reserved]

(11) Vehicle Maintenance and Insurance: CITY shall self-insure and maintain CITY owned vehicles used by Operator. Operator shall obtain and

maintain automobile liability insurance for all Operator's drivers while using CITY's vehicles. Operator will indemnify and hold CITY harmless for any accidents, damages, etc., caused solely or comparatively by Operator's drivers. All Operator's staff using any CITY vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by CITY upon request.

(12) Uniforms: Operator shall establish a policy prescribing a standard uniform for its employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that are normally and routinely issued to corrections officers. Operator shall provide such uniform items to its employees either directly or through a uniform allowance. All employees and staff are to wear clean and pressed uniforms, be clean shaven and tattoos, if any, are not to be visible. No jewelry other than a watch and ring shall be worn while on duty.

(13) Food Service: Operator shall provide food service for all inmates in compliance with the applicable Minimum Standards. The source and costs of all food services will be maintained by CITY. Operator will maintain inventory and place orders for food services on behalf of CITY to ensure stock and compliance with Minimum Standards.

7. Utilities and Maintenance

A. *Specified Duties and Obligations:* The parties' respective duties and obligations with respect to utilities and maintenance are as set forth below.

(1) Utilities: CITY shall be responsible for the provision of all utilities.

(2) Telephone Services: CITY shall be responsible for the provision of and payment for all pay telephone services at the Jail. CITY shall be responsible for the provision of and payment for in-house telephone services. Where feasible, calls made by Operator and its employees shall be placed through the cellular telephones of and be the responsibility of Operator and/or its employees.

(3) Maintenance: CITY shall maintain the physical structure of the Jail furniture and equipment contained therein, and provide cleaning and maintenance of Jail and holding cells, in accordance with the applicable Minimum Standards, including ordinary routine maintenance, and will in so doing, maintain, preserve and keep the Jail in good repair, working order and condition, subject to normal wear and tear, and will, from time to time, make or cause to be made, all necessary and proper repairs, replacements and renewals, which shall thereupon become part of the Jail. CITY shall, subject to the provisions of Section 7.A(5), Damage to Jail, have responsibility for all repairs, replacements and renewals related to Police Department Building systems located outside the Jail (such as electrical supply, hot water heaters, sewers, etc.), and structural conditions or defects of the Police Department Building which affect the Jail. Operator shall immediately notify CITY of needed maintenance or repairs for the Jail.

(4) [Reserved]

(5) Damage to Jail: Promptly after the occurrence of any damage

to or loss of the Jail that materially affects the continued operation of the Jail, the parties shall notify each other of such loss or damage and shall jointly assess the nature and extent of such damage or loss. As soon as practicable and desirable thereafter, the parties shall determine to rebuild, repair or restore such damage or loss or to terminate this Agreement as provided Section 11.D, Termination for Damage. In the event Operator and CITY shall determine to repair, rebuild or restore the Jail, Operator and CITY shall mutually determine the allocation for payment of the costs of undertaking such repair, rebuilding or restoration. If CITY and Operator determine not to rebuild, repair or restore the Jail, then this Agreement shall terminate with respect to the Jail thirty (30) days after such determination is made in accordance with Section 11.D. Neither party is under any obligation to rebuild, repair or restore the Jail even though CITY determines to rebuild, repair or restore the Police Department Building. Operator shall complete all damage reports required by the Minimum Standards, including those required by CITY.

8. Operator's Employees

A. *Background Investigation, Orientation and Training:* The Operator's duties and obligations with respect to background investigations, orientation and training are set forth below.

(1) Background Investigation: A criminal background investigation and psychological evaluation shall be made by Operator of the jail manager, supervisor and all prospective employees prior to any prospective employee being hired by Operator for assignment to the Jail. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the CITY. Results of such investigation and evaluation shall be made available to CITY and CITY shall have the right to accept or decline all prospective Operator employees before being assigned to the Jail. Operator shall maintain on file for each employee a criminal history, and immigration information (where applicable). Operator shall require all prospective employees to declare all narcotic and mood altering medications that they use and the frequency of their use.

(2) Orientation and Training: Operator shall provide an orientation program for all employees, as well as initial and recurring training in compliance with the applicable Minimum Standards. All training shall be conducted as close to the Jail as possible and shall include a minimum of twenty four (24) hours of critical skills training to include First Aid and CPR training. CITY may monitor the training records of all Operator employees working in the Jail. Operator shall provide a test for all employees to take at the end of each training class and shall require documentation that they have taken the training and have passed the class.

(3) Court Appearances: All costs associated with court appearances made by Employees arising out of services provided under this Agreement shall be billed to CITY at the applicable regular or overtime bill rate.

(4) DMV Checks: Operator shall provide California Department of Motor Vehicle (DMV) reports on all prospective employees to CITY for review. CITY

shall establish minimum driving requirements for any Operator employee who will be driving any CITY vehicle.

(5) Lines of Authority: Operator's Management Representative will report orally and in writing to CITY's Facility Representative when or if problems are experienced in the Jail, including but not limited to events such as inappropriate behavior in the Jail, use of force by an Operator's employee and any and all incidents, events or accidents in the Jail. All reports are to be made within a 24 hour period from the date of such event of inappropriate behavior, use of force, or other incident, event or accident.

B. *Reassignment of Operator Employees:* CITY reserves the right without qualification to cause Operator to remove any employee from CITY's holding facility and to exclude such employee of Operator from performing any services on CITY's premises or pursuant to this Agreement.

9. City's Responsibilities

A. *Cooperation:* CITY shall cooperate with the Operator in all matters of law enforcement, security and communication.

B. *Training:* If requested by Operator, CITY shall assist Operator in the initial orientation training of Operator's employees to operate the Jail.

C. *Information:* CITY's Police Department shall assist and cooperate with Operator in providing information requested and needed by Operator in the screening of candidates for employment to the extent legally permitted. No liability shall attach to CITY for such assistance, however, and Operator agrees to fully indemnify and hold harmless CITY for providing such assistance.

D. *City Policies and Applicable Court Orders:* CITY shall provide Operator with copies of all CITY policies applicable to CITY's booking and custodial procedures and with any applicable court orders.

E. *Payment:* In consideration for all services provided and obligations undertaken by Operator pursuant to this Agreement CITY shall pay to Operator as follows per Attachment B-PROPOSAL PRICING FORM which is attached and incorporated herein by reference.

Initial Contract Term	$428,061.23	Nov 1, 2020-June 30, 2021
Year Two	$678,887.83	July 1, 2021-June 30, 2022
Year Three	$708,607.63	July 1, 2022-June 30, 2023
TOTAL FOR THREE YEARS	**$1,815,556.69**	

Payment shall be made on a monthly basis, within thirty (30) days of receipt of invoice. In addition, notwithstanding any provision of this Agreement to the contrary, any services provided by Operator at the Jail that are not specified in the Minimum Standards or the Jail Manual shall be reimbursed by CITY to Operator at the actual cost thereof, plus seventeen percent (17%) within thirty (30) days of

receipt of invoice. Monthly invoices may be submitted by Operator following the completion of the work which is the subject of the invoice. In addition, for any additional services (other than the services specified in the Minimum Standards or the Jail Manual), the Operator shall be required to obtain advance written authorization from the Police Chief or his designee for such services. No payment or reimbursement shall be provided without such advance written authorization.

10. Independent Contractor

A. *Independent Contractor:* Operator is associated with CITY only for the purposes and to the extent set forth in this Agreement, and with respect to the performance of the Operation and Management Services pursuant to this Agreement, Operator is and shall be an independent contractor and, subject to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct the performance of the details incident to its duties under this Agreement, subject to the applicable Minimum Standards. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create the relationship of an employer-employee or principal-agent or to otherwise create any liability whatsoever for either party with respect to the indebtedness, liabilities, and obligations of the other party. Operator shall be solely responsible for (and CITY shall have no obligation with respect to) payment of all Federal Income, FICA, and other taxes owed or claimed to be owed by Operator, arising out of Operator's association with CITY pursuant to this Agreement, and Operator shall indemnify and hold CITY harmless from and against, and shall defend CITY against, any and all losses, damages, claims, costs, penalties, liabilities and expenses including attorney fees with respect to any such taxes. Operator hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. Operator hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of Operator or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to Operator's assigned personnel.

11. Default and Termination

A. *Notice of Deficiency:* In the event CITY determines that Operator has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, CITY shall notify Operator of the specific nature of the deficiency. Upon receipt of such notice, Operator will be allowed twenty (20) calendar days to cure the deficiency. If Operator determines it cannot cure the deficiency within the twenty (20) calendar day period, Operator must immediately submit, in writing, a plan for curing the deficiency to CITY (which plan shall show in detail by what means Operator proposes to cure the deficiency and the date the deficiency will be cured). Upon receipt of any such plan, CITY shall promptly review such plan and, at its discretion, which must be reasonable in the circumstances, may allow or not allow, Operator to pursue such plan of cure. CITY agrees that it will not exercise its

remedies hereunder with respect to contract default for so long as Operator diligently, conscientiously, and timely undertakes to cure the deficiency in accordance with the approved plan. If CITY does not allow Operator an extension of the cure period, the twenty (20) day time period shall be suspended during the period of time the Operator's request for an extension of the cure period is pending before CITY.

B. *Termination for Default:* CITY may terminate Operator's operations and management services whenever CITY determines that Operator has failed to satisfactorily perform its contracted duties and responsibilities in conformance to the specifications identified in this Agreement, and is unable to remedy such failure in accordance with Section 11.A, Notice of Deficiency. Such termination shall be referred to herein as "Termination for Default". This Agreement may then be terminated by CITY upon service of a ten (10) day written notice to Operator.

(1) Further Rights: The rights and remedies of the parties provided in this Section 11.B, Termination for Default, shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. *Termination for Operator Bankruptcy or Insolvency:* In the event of the filing of a petition of bankruptcy by or against Operator or in the event of insolvency, CITY shall have the right to terminate Operator's Agreement without penalty upon the same terms and conditions as a Termination for Default.

D. *Termination for Damage:* Either party may terminate this Agreement as provided in Section 7.A.(5), Damage to Jail, by giving thirty (30) days' notice of its intention not to rebuild, repair or restore the affected premises. Such termination shall be referred to herein as "Termination for Damage".

E. *Termination without Cause:* In addition to the other termination and default provisions of this Agreement, CITY reserves the right to terminate this Agreement without cause by providing the Operator with sixty (60) days of notice of termination. In the event of termination without cause, the Operator shall be paid for all services rendered to and including the date of termination.

F. *Termination by Operator:* Operator may terminate this Agreement with cause if CITY breaches the Agreement in any material respect and fails to cure or commence to cure said breach within thirty (30) days following receipt of written notice from Operator. Provided, however, in the event of nonpayment, Operator may terminate on thirty (30) days following a written notice of breach. Operator may terminate this Agreement upon one hundred and twenty (120) days written notice to CITY in the event that the performance of Operator's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting the performance of the services or business factors such as changes in level or type of service required by CITY that Operator is unable to meet.

12. Indemnification

A. *Indemnification and Hold Harmless by Operator:* Operator and its subcontractors, if any, with counsel mutually acceptable to CITY and Operator, agree to defend, indemnify, protect and hold CITY and its agents, officers, officials, employees, attorneys, consultants, volunteers and any parties with whom CITY has entered into an Intergovernmental Agency Agreement for the supply of detainees to CITY's facilities (collectively, "CITY Indemnitees"), harmless from and against any and all claims asserted or liability incurred for damages or injuries to any person or property, including injury to Operator's employees, agents or officers, which arise from, or are connected with, or are caused or claimed to be caused by, the acts, errors or omissions of Operator and/or its agents, officers, subcontractors or employees, in the performance or execution of this Agreement, and all expenses of investigating and defending against same including attorney fees, defense costs, court costs, third party administrator costs and other similar out-of-pocket expenses, regulatory proceedings costs, administrative proceedings costs and expenses of any kind; provided, however, that Operator's duty to indemnify and hold harmless the CITY Indemnitees shall not include any claims or liability to the extent arising from the negligence or willful misconduct of CITY Indemnitees. If it is determined that CITY is in any manner at fault, CITY agrees to reimburse Operator for a percentage of the costs incurred in determining such fault, based upon the percentage of fault found attributable to CITY.

B. *City's Choice of Counsel.* If CITY is sued as a result of the alleged actions and conduct of the Operator, Operator will have the right to select legal counsel mutually acceptable to CITY and Operator to defend the interests of CITY, and the reasonable costs and expenses for such legal counsel shall be paid by the Operator on a monthly basis as work is being performed by the legal counsel in defending CITY.

C. *Indemnification of CITY.* CITY shall defend, indemnify and hold Operator, its officers, agents and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or as a result from the negligence or willful misconduct of CITY, its officers, agents (except Operator, its employees, agents or subcontractors) or employees.

13. Insurance

Operator shall not commence work under this agreement until all certificates and endorsements have been received and approved by CITY. All insurance required by this Agreement shall contain a statement of obligation on the part of the Carrier to notify CITY, in writing, of any material change, cancellation, or termination at least 30 days in advance.

A. *Commercial General Liability Insurance:* Operator shall procure a policy or policies of Commercial General Liability insurance issued on an "occurrence" basis and not on a "claims made" or modified occurrence basis. Such

insurance shall protect Operator against loss, including injury or death resulting therefrom suffered or alleged to have been suffered by any person or persons, resulting directly or indirectly from the performance or execution of this Agreement or any subcontract hereunder. Operator's insurer shall be a licensed and approved carrier in the State of California with an A. M. Best's rating of "A, Class VII" or better. Property liability insurance shall also protect Operator against loss from liability imposed by law for damage to any property caused directly or indirectly by the performance or execution of this Agreement and of any subcontract hereunder. Liability insurance (subject to the normal terms, conditions, and exclusions of the Commercial General Liability Coverage Form) must cover:

(1) Assumption of Liability: Operator's assumption of all liability caused by or arising out of the performance of services under this Agreement or for which Operator is liable under the Indemnification provision in this Agreement.

(2) Form, Limits: The policy or policies for the insurance identified above must be of a comprehensive form and on an "occurrence basis" with a per occurrence limit of not less than Ten Million Dollars ($10,000,000) and a general aggregate limit of not less than Ten Million Dollars ($10,000,000) and include civil rights coverage as set forth in Section 13.F.(2), Civil Rights Coverage, with the same limits.

(3) Policies must not contain any exclusions for discrimination and/or alleged violations of civil rights.

B. *Automobile Insurance:* Operator shall obtain and maintain Automotive Liability Insurance, on an occurrence basis, which will cover any vehicle owned, leased, hired, borrowed or operated by Operator or its employees which are used in the performance of duties under this Agreement. The insurance shall have a limit of not less than Five Million Dollars ($5,000,000) combined single limit.

C. *Workers' Compensation Insurance:* Operator shall obtain Workers' Compensation Insurance, including employer's liability coverage, with a limit not less than Two Million Dollars ($2,000,000) or the amount required by California law, whichever is greater. If any work is sublet, Operator shall require the subcontractor to provide similar Worker's Compensation Insurance coverage, unless such subcontractor's employees are covered by Operator's insurance. Operator agrees to indemnify CITY for any damage resulting to it from any failure of either Operator or any subcontractor to take out or maintain such insurance.

D. *Professional Liability Coverage:* Professional liability in an amount not less than $10,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A, Class VII or better, as approved by the CITY. Policies also must not contain exclusions for sexual misconduct or molestation allegations and/or violations.

For any professional liability policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of

the policy during this period, -Operator shall obtain continuing insurance coverage for the prior acts or omissions of Operator during the course of performing services under the terms of this agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier. Evidence of coverage shall be submitted to the City of Garden Grove.

E. *Employee Theft Policy:* Operator shall provide a commercial crime/employee theft policy providing coverage in an amount not less than Two Hundred Fifty Thousand Dollars ($250,000).

F. *Cyber Liability Policy:* Cyber Liability (EDP) in an amount not less than $5,000,000 per occurrence to provide coverage for security and privacy liability, medical liability, cyber extortion, business interruption and extra expense.

G. *Excess Liability Policy:* Following form excess liability coverage shall be provided for any underlying policy that does not meet policy limits set forth herein.

H. *Endorsements:* All insurance policies shall contain a Waiver of Subrogation of rights against CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers. CITY, its officers, officials, agents, employees, attorneys, consultants and volunteers shall be named as additional insureds on all policy(ies) as to comprehensive general liability, civil rights liability, sexual misconduct and molestation liability, theft liability, professional liability, property liability, and automobile liability, and excess liability coverages. The naming of these parties as additional insureds shall provide coverage to the extent of Operator's indemnification and defense obligations under this Agreement. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Additional insured endorsements under the commercial general liability policy shall provide coverage for on-going and completed operations for all injuries or losses that may occur under this agreement. Sexual misconduct and molestation and Civil Rights coverage shall not be excluded. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Additional insured endorsements under the Operator's automobile liability policy shall designate the City of Garden Grove, its officers, officials, agents, attorneys, consultants, and volunteers as additional insured for automobiles owned, leased, hired, borrowed, or operated by Operator or Operator's employees. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements as approved by CITY.

Additional insured endorsements under the civil Rights liability policy shall provide for coverage for all intentional and unintentional losses that occur that result in any type of civil rights violation and/or discrimination violation. Additional insured endorsements shall designate the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants and volunteers as additional insured.

Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by CITY.

Additional insured endorsements under the sexual misconduct and molestation policy shall provide for coverage for all intentional and unintentional losses that occur under the policy. Additional insured endorsements shall designate the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants and volunteers as additional insured. Operator shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

A loss payee endorsement shall be provided for all losses under the commercial crime/employee theft policy. The City of Garden Grove shall be designated as loss payee. An additional insured endorsement shall also be provided designating the City of Garden Grove, its officers, officials, agents, employees, attorneys, consultants, and volunteers as additional insured. Operator shall provide to CITY proof of insurance and endorsement forms that conform to City's requirements, as approved by CITY.

A waiver of subrogation shall be provided by the carriers for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, consultants, and volunteers.

An excess liability policy shall be provided for all underlying policies that do not meet underlying policy limits set forth herein. The excess policy must be following form to the underlying policies. Operator shall provide an insurance certificate stating the excess policy is "following form," and attach the schedule of underlying policies for the following form excess liability policy, and an additional insured endorsement for the following form excess liability policy. The additional insured endorsement shall designate the City of Garden Grove, its officers, officials, agents, employees, consultants, and volunteers as additional insured under the following form excess liability policy. Operator shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by CITY.

I. *Additional Policy Requirements:* The policies of insurance required by this Agreement shall also be subject to the following requirements and limitations:

(1) Notice: Each policy of insurance shall provide that said policy shall not be canceled until thirty (30) days after CITY's City Manager or City Manager's designee shall have received written notice of such cancellation, reduction, or material change, and that the notice shall be deemed effective on the date delivered to said City Manager as evidenced by properly validated return receipt. In the event of any material changes to any policies, Operator shall provide CITY with at least thirty (30) day advance written notice.

(2) Civil Rights Coverage: Insurance provided by Operator under Section 13.A, Commercial General Liability Insurance, must protect CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers

against civil rights actions and/or discrimination actions by Inmates involving "conditions of confinement" wherein declaratory and injunctive relief are sought and/or monetary damages are sought.

(3) Separate Application: The insurance afforded by Operator shall apply separately to each insured, against whom claim is made, or suit is brought. A separate insured endorsement shall be provided for each policy.

(4) Primary/Non-Contributory Insurance: The insurance provided by Operator shall provide primary and non-contributory insurance to CITY, its officers, officials, agents, employees, attorneys, consultants, and volunteers to the exclusion of any other insurance or self-insurance program that CITY may carry with respect to claims and injuries arising out of activities of the Operator or otherwise insured hereunder. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, attorneys, consultants, or volunteers shall be excess of the Operator's insurance and shall not contribute with it. Claims made and modified occurrence policies shall not be accepted.

(5) Insurance companies must be acceptable to CITY and have an A.M. Best Guide Rating of A, Class VII or better, as approved by CITY.

(6) Endorsements limiting coverage to the sole negligence of the insured shall not be accepted.

(7) "Burning limits" or "defense within limits" policies that include the costs of defense and/or litigation within the coverage amounts shall not be acceptable.

J. *Reassessment of Coverage:* At the end of each contract year, or expiration of Operator's insurance policies, whichever is occurs first, CITY reserves the right to require increased insurance amounts and/or modified coverages depending upon assessment of the risk of exposure, Operator's past experience, and the availability and affordability of increased liability insurance coverage.

K. *Deductibles and Self-Insured Retention:* Any deductibles or self-insured retention must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such deductibles or self-insurance retention as respects CITY, its officers, officials, employees and volunteers; or Operator shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Any deductibles incurred by Operator arising from any incident occurring during a contract period will be deemed an operating expense. Nothing in this paragraph is intended to authorize an increase in the Payment amount stated in Section 9.E.

L. *Certificates of Insurance and Cancellation:*

(1) All insurance required by this Article shall be procured and maintained, throughout the term of this Agreement, with financially sound insurance companies licensed to do business in the State of California and

approved by CITY. Such certificates of insurance and any insurance policies themselves shall contain a provision that CITY shall receive written notice at least thirty *(30)* days prior to the cancellation of any of the coverage provided under the policies.

(2) In the event that any insurance described herein or any portion thereof becomes commercially unavailable, Operator shall make commercially reasonable efforts to obtain such replacement insurance as may be available as soon as possible and this Agreement, if applicable, shall be modified in writing accordingly. In the event that adequate insurance becomes commercially unavailable, CITY or OPERATOR may terminate this Agreement upon sixty (60) days prior written notice as a Termination without Cause pursuant to Section 11.E herein.

M. *Waiver of Defenses:* Neither CITY nor Operator shall waive, release, or otherwise forfeit any possible defense CITY or Operator may have regarding Claims arising from, or made in connection with, the operation of the Jail by Operator without the written consent of the other party to this Agreement. CITY and Operator shall preserve all such available defenses and cooperate with each other to make such defenses available for each other's benefit to the maximum extent allowed by law. This provision shall include any defenses CITY may have regarding litigation, losses, and costs resulting from investigation, claims or litigation pending at the time this Agreement becomes effective or arising thereafter from occurrences prior to the effective date of this Agreement.

N. *Insurance not a Waiver:* CITY does not, and shall not, waive any rights against Operator which it may have by reason of the hold-harmless provisions of this Agreement because of the acceptance by CITY or the deposit with CITY by Operator, of any of the insurance policies described herein. The hold-harmless provisions of this Agreement shall apply to all damages and claims for damages of every kind suffered, alleged to have been suffered, by reason of any of Operator's activities or any subcontractor's activities, regardless of whether or not the insurance policies required by this Agreement are determined to be applicable to any such damages or claims for damages.

O. *Certified Copies of Policies:* CITY shall be entitled to receive certified copies of any and all policies maintained by Operator, at Operator's expense. Operator shall provide CITY with the requested certified copy and any and all endorsements of the policy within five (5) days of the request, and the policies must be full and complete policies.

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

Q. Operator shall not hire any subcontractors without the express written permission of CITY. If Operator hires subcontractors to perform work under this contract, subcontractors shall be responsible to provide the same insurance as required of Operator herein. If any such subcontractor's insurance carrier(s) require there to be an agreement between the subcontractor and the

CITY in order to trigger the required coverage, the subcontractor shall be required to enter into an agreement with CITY on terms acceptable to CITY. Operator shall be responsible to collect and maintain all insurance from subcontractors.

14. Operator's Corporate Obligations

A. *Maintenance of Corporate Existence and Business:* Operator shall, at all times, maintain its corporate existence and authority to transact business in good standing in its jurisdiction of incorporation and California. Operator shall maintain all licenses, permits, and franchises necessary for its businesses where the failure to so maintain might have material adverse effect on Operator's ability to perform its obligations under this Agreement.

B. *Non-Discrimination:* Operator shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with any rules and regulations of CITY relating thereto.

C. *Taxes, Liens and Assessments:* Operator shall: (i) not create or suffer to be created, any lien or charge upon the Jail or any part thereof; and (ii) pay or cause to be discharged, within sixty (60) days after the same shall come into force, any lien or charge upon the Jail or any part thereof and all lawful claims or demands for labor, materials, supplies or other charges which, if unpaid, might be or become a lien upon the City Building, the Jail, or any part thereof.

D. *City's Facility Representative:* The Chief of Police shall appoint a CITY's Facility Representative for the Jail who shall work for and be paid by CITY. CITY's Facility Representative will be the official liaison between CITY and Operator on all matters pertaining to this Agreement and the services provided hereunder. CITY's Facility Representative may appoint another CITY employee as acting CITY's Facility Representative during his or her absence, and during such time the acting CITY's Facility Representative shall exercise all rights and perform all duties of CITY's Facility Representative under this Agreement.

E. *Right to Audit:* CITY shall, subject to limitations provided by law with respect to rights of privacy, have the right to examine all records of Operator related to the Jail, including without limitation, all financial books and records, maintenance records, employee records, and Inmate records generated by Operator, its subcontractors or any other related parties in connection with performance of this Agreement. Operator shall make the same available for inspection by CITY or CITY's auditors at any time during normal business hours after reasonable notice during the term hereof and for a period of three (3) years thereafter.

G. *Monitoring by City:* CITY may, in its discretion, in coordination with CITY's Facility Representative, devise its own checklist or lists for monitoring the quality of Operator's performance with this Agreement and the applicable Minimum Standards and Garden Grove Police Department Policies, and Operator shall cooperate fully with CITY and CITY's Facility Representative in obtaining the requisite information needed to complete such checklists and to assess the quality

of Operator performance. Such monitoring by CITY shall not relieve Operator of any of its obligations under this Agreement.

15. Representations and Warranties

A. *Representations of Operator:* Operator, to the best of Operator's knowledge at the time of executing this Agreement, represents and warrants to and for the benefit of CITY with the intent that CITY will rely thereon for purposes of entering into this Agreement, as follows:

(1) Organization and Qualification: Operator has been duly incorporated and is validly existing as a corporation in good standing under the laws of the State of California with power and authority to own its properties and conduct its business as presently conducted and as proposed to be conducted pursuant to this Agreement.

(2) Authorization: This Agreement has been duly authorized, executed, and delivered by Operator and, assuming due execution and delivery by CITY, constitutes a legal, valid, and binding agreement enforceable against Operator in accordance with its terms.

(3) No Violation of Agreements, Articles of Incorporation or Bylaws: The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which Operator is a party or by which its properties are bound, or any order, rule, or regulation of any court or any regulatory body, administrative agency, or other governmental body applicable to Operator or any of its properties, except any such conflict, breach, or default which would not materially and adversely affect Operator's ability to perform its obligations under this Agreement, and will not conflict with, or result in a breach of any of the terms and provisions of, or constitute a default under, the Articles of Incorporation (or other, corresponding charter document) or Bylaws of Operator.

(4) No Defaults Under Agreements: Operator is not in default, nor is there any event in existence which, with notice or the passage of time or both, would constitute a default by Operator, under any indenture, mortgage, deed of trust, lease, loan agreement, license, security agreement, contract, governmental license or permit, or other agreement or instrument to which it is a party or by which any of its properties are bound and which default would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

(5) Compliance with Laws: Neither Operator nor its officers and directors purporting to act on behalf of Operator have been advised, and have no reason to believe, that Operator or such officers and directors have not been conducting business in compliance with all applicable laws, rules and regulations of the jurisdictions in which Operator is conducting business, including all safety laws and laws with respect to discrimination in hiring, promotion or pay of employees or other laws affecting employees generally, except where failure to be

so in compliance would not materially and adversely affect Operator's ability to perform its obligation under this Agreement.

(6) No Litigation: There is not now pending or, to the knowledge of Operator, threatened, any action, suit, or proceeding to which Operator is a party, before or by any court or governmental agency or body, which might result in any material adverse change in Operator's ability to perform its obligations under this Agreement, or any such action, suit, or proceeding related to environmental or civil rights matters; and no labor disturbance by the employees of Operator exists or is imminent which might be expected to materially and adversely affect Operator's ability to perform its obligations under this Agreement.

(7) Taxes: Operator has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, and Operator has no knowledge of any tax deficiency which has been or might be asserted against Operator which would materially and adversely affect Operator's ability to perform its obligations under this Agreement.

(8) Financial Statements: Operator has delivered to CITY true and correct copies of its financial statements or other financial records that fairly present the current financial position of Operator including but not limited to 5 years of loss history for each policy.

(9) No Adverse Change: Since the date of Operator's most recent financial records provided to CITY, there has not been any material adverse change in Operator's business or condition, nor has there been any change in the assets or liabilities or financial condition of Operator from that reflected in such financial records which is material to Operator's ability to perform its obligations under this Agreement.

(10) Disclosure: There is no material fact which materially and adversely affects or in the future will (so far as Operator can now reasonably foresee) materially and adversely affect Operator's ability to perform its obligations under this Agreement which has not been accurately set forth in this Agreement or otherwise accurately disclosed in writing to CITY by Operator preceding the date hereof.

B. *Representations of City:* CITY represents and warrants to and for the benefit of Operator with the intent that Operator will rely thereon for purposes of entering into this Agreement as follows:

(1) Authorization: CITY has the requisite power to enter into this Operating agreement and perform its obligations hereunder and by proper action has duly authorized the execution, delivery, and performance hereof.

(2) No Violation of Agreement: The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not conflict with, or result in a breach of any of their terms and provisions, or constitute a default under any indenture, mortgage, deed of trust, lease, loan agreement, contract, or other agreement or instrument to which CITY is a party or by which its properties are bound, or any order, rule or regulation or

any court or any regulatory body, administrative agency or other governmental body applicable to Operator or any of its properties, except any such contract, breach, or default which would not materially and adversely affect CITY's ability to perform its obligations under this Agreement.

(3) No Litigation: There is not now pending or, to the knowledge of CITY, threatened, any action, suit or proceeding to which CITY is a party, before or by any court or governmental agency or body, which might result in any material adverse change in CITY's ability to perform its obligations under this Agreement.

(4) Disclosure: There is no material fact which materially and adversely affects or in the future will (so far as CITY can now reasonably foresee) materially and adversely affect CITY's ability to perform its obligations under this Agreement or which might require changes in or additions to the Operation and Management Services that would increase the cost to Operator of providing such services, which has not been accurately set forth in this Agreement or otherwise accurately disclosed in writing to Operator by CITY prior to the date hereof.

16. Conditions

A. *Insurance:* As a condition precedent to the effectiveness of this Agreement, Operator shall provide, to CITY, Certificates of Insurance, endorsements, binders or other proof of insurance, acceptable to CITY in its sole discretion, evidencing all insurance coverage required by **Section 13**, Insurance. Operator shall make every effort to provide all insurances and endorsements in a timely manner.

17. Notices

A. *Notices:* Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Operator's regular business hours or by facsimile before or during Operator's regular business hours. Delivery by facsimile shall be confirmed by sending a copy of the faxed notice to the other party by first class U.S. mail, postage prepaid, within forty-eight (48) hours of the delivery by facsimile; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

City of Garden Grove:

Chief of Police
Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, California 92840

With Copy to:

City Manager
City of Garden Grove
P. O. Box 3070
Garden Grove, California 92842

Operator:

G4S SECURE SOLUTIONS (USA), Inc.:
Attention: Erik Fields, Market VP
2300 E. Katella Avenue, Suite 150
Anaheim, CA 92806

18. Miscellaneous Provisions

A. *Binding Nature:* This Agreement shall not be binding upon the parties until it is approved and executed by both parties. This Agreement after properly approved and executed by the parties, shall inure to the benefit of CITY and Operator and shall be binding upon CITY and Operator and their respective successors and assigns, subject to the limitations set forth in Section 18.L, Assignability, and elsewhere in this Agreement.

B. *Invalidity and Severability:* In the event that any provision shall be null and void, the validity of the remaining provisions of this Agreement shall not in any way be affected thereby.

C. *Terminology and Definitions:* All personal pronouns used in this Agreement, whether used in the masculine, feminine, or neuter gender, shall include all other genders; the singular shall include the plural and plural shall include the singular.

D. *Jurisdiction:* Any and all suits for any and every breach of this Agreement shall be instituted and maintained in any court of competent jurisdiction in the County of Orange, State of California.

E. *Attorney's Fees:* In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs.

F. *Law of California:* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. *Entire Agreement:* This Agreement incorporates all the agreements, covenants, and understanding between the parties hereto, concerning tile subject matter hereof, and all such covenants, agreements and understanding have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable

unless embodied in this Agreement.

H. *Amendment:* No changes to this Agreement shall be made except upon written agreement of both parties.

I. *Headings:* The headings used herein are for convenience of reference only and shall not constitute a part hereof or effect the construction or interpretation of this Agreement.

J. *Waiver:* No failure on the part of any party to exercise, and no delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or in the exercise of any other right. The remedies provided in this Agreement are cumulative and non-exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

K. *Counterparts:* This Agreement may be executed in any number of, and by the different parties hereto, on separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

L. *Assignability:* This Agreement is made on the express condition and understanding that Operator's personal services are a substantial inducement to CITY for entering into this Agreement. Therefore, this Agreement may not be sold, transferred or assigned by Operator, or by operation of law, to any other person or persons or business entity, without CITY's prior written permission. Any such sale, transfer or assignment without prior written permission, may be deemed by CITY to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

M. *Signatures:* Each person executing this Agreement on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Agreement on behalf of the entity for which he/she is signing and that such party is bound to the rights and by the obligations set forth in this Agreement by such signature.

(Agreement Signature Block on Next Page)

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first set forth above.

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

Date: _____

"OPERATOR"
G4S SECURE SOLUTIONS (USA), Inc.

By: _____
Vice President

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ATTACHMENT "A"

CITY OF WESTMINSTER CONTRACT

ATTACHMENT "B"

G4S PRICE PROPOSAL TO GARDEN GROVE

G4S Jail Support Services for the Garden Grove Police Department

August 13th, 2020

Presented by
G4S Secure Solutions (USA) Inc.

2300 E Katella Avenue Suite 150
Anaheim, CA 92806

G4S CUSTODY OFFICER SERVICES

Garden Grove Police Department

G4S Custody Officer Rate Schedule (November 1st, 2020 - June 30th, 2021)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost*
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 31.25	$ 48.72	$ 8,467.54	$ 67,093.29
Custody Lead Officer *(1 FTE)*	40	$ 20.00	$ 32.57	$ 5,660.67	$ 44,852.80
Custody Officers *(7.4 FTE)*	296	$ 19.00	$ 31.02	$ 39,895.44	$ 316,115.14
	376.00			**$ 54,023.65**	**$ 428,061.23**

** Annual cost is reflective of 34.43 week year between Nov 1, 2020 - June 30, 2021*

Garden Grove Police Department

G4S Custody Officer Rate Schedule (July 1st, 2021 - June 30th, 2022)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 31.56	$ 49.45	$ 8,594.41	$ 103,132.92
Custody Lead Officer *(1 FTE)*	40	$ 21.00	$ 34.23	$ 5,949.17	$ 71,390.09
Custody Officers *(7.4 FTE)*	296	$ 20.00	$ 32.68	$ 42,030.40	$ 504,364.82
	376.00			**$ 56,573.99**	**$ 678,887.83**

** Annual cost is reflective of 52.14 week year between July 1, 2021 - June 30, 2022*

Garden Grove Police Department

G4S Custody Officer Rate Schedule (July 1st, 2022 - June 30th, 2023)

Employee Designation	Weekly Hours	Officer Hourly Pay Rate	G4S Hourly Bill Rate	Estimated Monthly Cost	Estimated Annual Cost
Custody Officer Supervisor *(1 FTE - Exempt)*	40	$ 31.88	$ 49.84	$ 8,662.19	$ 103,946.30
Custody Lead Officer *(1 FTE)*	40	$ 22.00	$ 35.88	$ 6,235.94	$ 74,831.33
Custody Officers *(7.4 FTE)*	296	$ 21.00	$ 34.33	$ 44,152.50	$ 529,830.00
	376.00			**$ 59,050.64**	**$ 708,607.63**

** Annual cost is reflective of 52.14 week year between July 1, 2022 - June 30, 2023*

PRICING NOTES

In order to provide a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

EMPLOYEE HEALTH INSURANCE PLANS

G4S full time employees assigned to GGPD will receive the following benefits:

- Kaiser Permanente – Comprehensive Medical Insurance Plan
- Delta Dental – Dental Insurance Options
- VSP - Vision Insurance Options
  - Detailed insurance plan details available upon request
- 80 hours of annual time off

- 9 holidays paid at time and one half if worked
- Life and AD&D Insurance policies as provided by UNUM
- An Employee Assistance Program (EAP)
- Voluntary Benefits & Perks including Critical Illness
- 401(k) programs
- Accident Insurance
- Identity Theft Protection
- Whole Life and Individual Short-Term Disability
- Doctor on Demand video consultations
- Discount prescription drug program with RxCut
- QualSight Lasik discounts
- Pet Insurance
- Pre-Paid Legal Plan
- Uniform Maintenance Service
- Standard Incentive and Recognition Awards
- Employee Assistance Program
- Direct Deposit & Daily Pay Services

VACATION AND SICK TIME

G4S has factored 80 hours of Paid Time Off (Vacation and Sick Time) for all full-time employees assigned to the contract.

Should incumbent personnel retained on the account be eligible for additional vacation, G4S will direct-bill for vacation in excess of one week at 1.40 times the straight-time pay rate, if the client approves the grandfathering of current earned benefits.

HOLIDAYS

Holiday pay of time-and-one-half for to all non-exempt Custody Officers who work on 9 G4S recognized holidays. Holidays premium pay for Custody Officers is factored into our Rate Schedule. G4S recognized holidays include: New Year's Day, Martin Luther King Jr. Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.

PRE-EMPLOYMENT SCREENING

Quoted rates include the following background investigation and screening elements:

- Identity verification: Social Security trace report
- Criminal searches (based on 7 years of address history or in accordance with state law)
  - Statewide criminal search (where available)
  - County criminal search (when state not available or historically incomplete)
  - Multi-jurisdictional and sex offender search including OFAC SDN search (terrorist watch list)
- 7 years of activities (employment, unemployment, education)
  - Review, investigation and resolution of all gaps 90 days or longer
- Driver's license (DMV) check (annual for driving positions)
- Drug screen (10-panel)
- Physical exam

- Psychological evaluation (MMPI-2)

TRAINING

The quoted rates include the following training for new-hire personnel; all officers receive annual in-service training.

- G4S Classroom - Pre-assignment Training: 40 hours
- Court and Temporary Holding Facilities (Title 15-1024): 8 hours
- Garden Grove PD Jail - On-the-Job Training (for any newly assigned Officers): 80 hours
- Title 15-1024 Biennial Refresher + G4S CPO Annual Refresher Training: 16-24 hours

Additional pre-assignment training is direct billed at 1.40 times the straight-time pay rate and post-assignment training at 1.40 times the straight-time bill rate.

EQUIPMENT

Quoted rates include the following equipment:

- Uniforms
- Uniform Equipment - Badge, Name Tag, Belt, Belt Keepers
- Flashlights

G4S will furnish each officer at a location with a complete complement of uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California locations will have Uniform Maintenance service provided by a subcontractor of G4S. Uniform Maintenance will include weekly dry cleaning of uniforms for all officers assigned to the facility.

VALIDITY AND TAXES

G4S reserves the right to alter pricing based on scope of work and contingent upon physical inspection of jail facility, to be scheduled at a later date.

The proposed pricing is valid for 90 days and does not include sales or use taxes where applicable (no sales tax on services in CA at this time).

The rates quoted will remain in effect for one year and shall be adjusted to fully recover any change in costs mandated by law following notification to Customer, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws.

CALIFORNIA MEAL AND REST PERIODS

The pricing submitted reflects G4S' calculations from its understanding of GGPD's current security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods, G4S reserves the right to revise quoted rates upon notification to Customer, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions as recommended by G4S.

UNION NOTE

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.

OVERTIME

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week or more than 8 hours per day in California, or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.50 times the straight-time bill rate.

SALARIED PERSONNEL

Salaried personnel are exempt from overtime. Exempt personnel will be billed based on a 40 hours work-week.

PERMANENT SERVICE

Quoted rates are for regular or permanent service. The following applies to additional coverage needs including, short-term and disaster/emergency services:

- **Short-term service**: Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will use short-term rates of $56 per hour for unarmed requests.
- **Disaster/Emergency services**: Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues such as travel, communications, equipment and lodging in sometimes challenging environments. Because needs vary, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan developed from extensive experience in providing these services.

Date: 3-16-20

CITY OF WESTMINSTER

TRANSMITTAL FOR CONTRACT/AGREEMENT EXECUTION

Contractor Name: G4S SECURE SOLUTIONS (USA) INC. **Agreement No. (if amendment)** _____

Description of Services: CUSTODY OFFICER SERVICES

Commencement Date: 4-1-20 **Termination Date:** 3/31/21 + 4 one-year option renewals

Contract Amount: $ $310,835 (Year 1) **Budget Account No** 31000-43095

Dept. Head Approval: _____ **Dept./Staff Contact:** Mavic Hizon x 3722 (WPD)

(Submitting Department has verified that Licenses & Bonds are current and in compliance with City, State and Federal regulations.)

Please initial the attached, where indicated and return to the City Clerk. When the contract is fully executed the City Clerk will retain original, will return either a duplicate original or a copy to the submitting department and will send a copy to contractor/consultant if requested.

Route To:

☐ Finance Department

- ☐ Identified Funding Source
- ☐ Council Approved Appropriation
- ☐ Completed P.O. Requisition

Verified by Initials/Date _____

☐ Risk Management - Insurance Requirements:

- ☐ Commercial/General Liability Verified by _____
- ☐ Auto Liability
- ☐ Professional/Errors and Omissions
- ☐ Worker's Compensation
- ☐ Additional Insured Endorsement
- ☐ Public Works Contract – **all insurance above**

☐ Business Licensing

- ☐ Bus. License Required
- ☐ No License Required

If yes, License # and expiration date

_____

Verified bv Initials/Date

☐ City Clerk

- ☑ Approved by Council on: 3/11/2020
- ☐ Not Approved by Council
- ☐ Approved as to Form by City Attorney

Agreement No. Assigned: 2020-18

City Clerks Initials/Date TR 4/01/2020

☐ City Manager

☐ Approved ☐ Denied ☐ 700 Form Needed ☐ Return to Submitting Dept.

Notes: _____

_____

Date: _____

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND
G4S SECURE SOLUTIONS (USA) INC.
FOR CUSTODY OFFICER SERVICES
FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of April, 2020 ("Effective Date"), by and between the City of Westminster, a municipal corporation ("City"), and G4S SECURE SOLUTIONS (USA) INC.("Consultant").

W I T N E S S E T H :

A. WHEREAS, City owns a Temporary Holding Jail Facility used to book and fingerprint prisoners; and

B. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide staffing at City's Temporary Holding Jail Facility, as more fully described herein; and

C. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation per year shall not exceed Three Hundred Ten Thousand and Eight Hundred Thirty Five Dollars ($ 310,835.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests

and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be "designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. The term of the contract is for a period of one year with four one-year options to renew for a total possible contract term of five years, commencing April 1, 2020, and terminating on March 31, 2021 unless the City exercises its available options to renew the contract.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. If termination is without, City shall give Consultant at least thirty (30) days written notice. In the event that termination is for cause, the termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure said breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day notice period, then Consultant may give a minimum ninety (90) days written notice to City that it will terminate this Agreement. Provided, however, in the event of nonpayment, Consultant may terminate on thirty (30) days following a written notice of breach. Consultant may terminate this Agreement upon one hundred and twenty (120) days written notice to City in the event that the performance of Consultant's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting the performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

"A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers

are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
G4S SECURE SOLUTIONS (USA)	City of Westminster
2300 E. Katella Ave. Suite 150	8200 Westminster Blvd.
Anaheim, CA 92806	Westminster, CA 92683
Tel. (714) 306-8014	Tel: (714) 548-3200
Email: contracts@usa.g4s.com	
Attn: Erik Fields, Vice President Southern California	Attn: Chief of Police

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or agents, including, without limitation,

attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys' fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the negligent acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Notwithstanding the foregoing, in no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of

Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to,

computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially

impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT: G4S SECURE SOLUTIONS (USA) INC.

_____ Date: 3/27/2020

Signature

Erik Fields Market VP _____ 59-0857245

[Name and Title] Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

_____ Date: _____

Sherry Johnson, Interim City Manager

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CONSULTANT: G4S SECURE SOLUTIONS (USA) INC.

_____ Date: _____

Signature

_____ _____

[Name and Title] Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

_____ Date: 4.29.2020

Sherry Johnson, Interim City Manager

ATTEST:

APPROVED AS TO INSURANCE
DATE: _____
BY: _____
RISK MANAGEMENT

Christine Cordon, City Clerk

APPROVED AS TO FORM:

Date: 4/27/2020

Richard D. Jones, City Attorney

APPROVED AS TO INSURANCE:

Date: 4-9-20

Cathy Thompson,
Acting Human Resources Director

EXHIBIT "A"

CITY OF WESTMINSTER

REQUEST FOR PROPOSAL

FOR

Custody Officer Services

Release Date: October 31, 2019

Submission Deadline: Wednesday, November 20, 2019 at 3:00P.M.

Westminster Police Department
Management Services Bureau
8200 Westminster Blvd.
Westminster, CA 92683

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The City of Westminster ("City") invites prospective respondents to submit proposals for the provision of custody officer services for the City of Westminster Police Temporary Holding Jail Facility. Proposals must be submitted in accordance with the conditions outlined in this Request for Proposals (RFP).

The RFP is being sent to prospective respondents via e-mail on Thursday, October 31, 2019. Sealed proposals must be received in the Office of the City Clerk located at 8200 Westminster Blvd., Westminster, California, **no later than 3:00 p.m. (Pacific) on Wednesday, November 20, 2019** via mail or in-person, at which time they will be opened and publicly read.

Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Prospective respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the United States Postal System or other mail delivery service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e. telephone, fax, e-mail, etc.) are not acceptable.

All inquiries and comments concerning the RFP must be sent during the Question Period indicated below and sent in writing directed to the primary contact, Commander Alan Iwashita for response, and sent via e-mail to: aiwashita@westminster–ca.gov on all inquiries. Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response.

Respondents to the RFP must submit one original signed proposal plus three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as follows:

Proposal for Custody Officer Services
Attention: Cmdr Alan Iwashita, WPD
c/o Office of the City Clerk
8200 Westminster Blvd.
Westminster, CA 92683

Date of Request:	Thursday, October 31, 2019
Item Description:	The City of Westminster / Westminster Police Department (WPD) is accepting proposals from qualified bidders to provide custody officer services for the City of Westminster Police Department Temporary Holding Jail Facility.
Question Period:	Monday, November 4, 2019 until Wednesday, November 6, 2019 no later than 4:00P.M. (PST) only via email to aiwashita@westminster–ca.gov

City's responses to submitted questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP.

Bid Open Date:	Wednesday, November 20, 2019 at 3:30P.M. at City Hall
Evaluation Period:	November 21, 2019 until December 13, 2019
	Upon review and evaluation of the proposals submitted, the City may develop a short list of candidates and invite selected respondents to participate in an interview.
City Council Contract Approval:	Wednesday, January 15, 2020 *(tentative)*
Contract Start Date:	April 1, 2020 *(tentative)*

SECTION 1: Minimum Requirements for Submitting a Proposal

1-1. Respondents must have been in the business of providing custody officer services for municipal temporary holding jail facilities for a period of at least five years.

1-2. Respondents must provide complete proposals, including detailed descriptions of how they would provide the requested services, and detailed financial information that describe all aspects of the services they propose to provide.

1-3. Respondent's proposal must be valid for not less than one hundred eighty (180) days after the Open Date.

SECTION 2: General Conditions

2-1. Proposals may be withdrawn at any time prior to the Open Date by submitting a written request via email to: aiwashita@westminster-ca.gov. No proposal may be withdrawn after the Open Date.

2-2. Respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents and warrants that it has thoroughly examined and become familiar with work required under this RFP, that Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the services requested by City in a manner that meets City's objectives and specifications as outlined in this RFP, and that Respondent has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Respondent to request additional compensation.

2-3. The Respondent selected for the contract will be responsible for complying with all conditions of this RFP and any subsequent formal agreements. All responses provided should be as detailed as possible to provide the proposal evaluators with enough information to make an assessment of the Respondent's services in accordance with the requirements herein. Please do not include videos.

2-4. The form of proposal shall be made in the format requested and each Respondent shall submit, in full, the completed original signed proposal, along with the attachments and all other requested documentation.

2-5. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, it shall be made by an officer or other individual who has the full and proper authorization to do so and their address shall be given. If the

proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

2-6. Respondents to the RFP must submit the original signed proposal plus three (3) copies of their proposal in a sealed envelope. The envelope should be clearly marked as indicated on page 1 of this Request for Proposals.

2-7. Sealed proposals must be received in the Office of the City Clerk located at City Hall, 8200 Westminster Blvd., Westminster, California, by no later than 3:00 p.m. (Pacific) on Wednesday, November 20, 2019, via mail or in-person, at which time they will be opened and publicly read.

2-8. All requests for clarification or inquiries concerning this RFP must be directed to: aiwashita@westminster-ca.gov, from Monday, November 4, 2019 until Wednesday, November 6, 2019 no later than 4:00P.M. (Pacific). Any inquiry should state the question only, without additional information. Responses to questions or comments provided by any other department, employee, or City office concerning the RFP will not be valid and will not bind the City. Inquiries received via telephone, fax, or in-person will not receive a response. City's responses to submitted questions will take the form of a Bid Addenda, which will be emailed to all persons and companies whom were sent this RFP.

2-9. Respondent's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

2-10. Late proposals will not be accepted, and will be returned unopened, regardless of postmark. Respondents are responsible for having proposals deposited on time at the place specified and assume all risk of late delivery, including any delay in the mail or handling of the mail by the U.S. Postal Service or City employees. All proposals must be in writing and must contain an original signature by an authorized officer of the submitting company. Electronic proposals (i.e., telephone, fax, e-mail, etc.) are not acceptable.

2-11. Respondent's proposal must be valid for not less than one hundred eighty (180) days after the Open Date.

2-12. The City of Westminster shall not be liable for any pre-contractual expenses incurred by any respondent or the selected Respondent. Respondents shall not include any such expenses as part of the price proposal in response to this RFP.

2-13. This Request for Proposals, its attachments, the Responsive Proposal, and Addenda, if any, will be incorporated as part of the contract.

2-14. Every supplier of materials and services and all Respondents doing business with the City shall be an "Equal Opportunity Employer" as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code and Federal Executive Order #11375,

and as such shall not discriminate against any person by race, creed, color, religion, age, sex, or physical or mental disabilities with respect to hiring, application for employment, tenure, terms or conditions of employment.

2-15. The Respondent selected for the contract shall cooperate in all matters relating to taxation and the collection of taxes.

SECTION 3: Insurance and Indemnification Requirements

3-1. The Respondent selected ("Respondent") shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of Ten Million Dollars ($10,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by Respondent.

3-2. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive Vehicle Liability Insurance covering personal injury and property damage, with minimum limits of Two Million Dollars ($2,000,000) per occurrence combined single limit, covering any vehicle utilized by Contractor in performing the services required by the Agreement.

3-3. Respondent shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Employer's Liability Insurance with minimum limits of One Million Dollars ($1,000,000) per accident for bodily injury or disease.

3-4. Respondent agrees to maintain in force at all times during the performance of work under the Agreement workers' compensation insurance as required by law.

3-5. The policy or policies required by the Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least an "A"; VII in the latest edition of Best's Insurance Guide.

3-6. Respondent agrees that if it does not keep the aforesaid insurance in full force and effect that City may either immediately terminate the Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Respondent's expense, the premium thereon.

3-7. At all times during the term of the Agreement, Respondent shall maintain on file with the City Clerk a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts. Respondent shall, prior to commencement of work under the Agreement, file with the City Clerk such certificate or certificates.

3-8. The policies of insurance required by the Agreement shall contain an endorsement naming the City and City's elected officials, officers, employees, agents, representatives, attorneys and volunteers as additional insureds. All of the policies required under the Agreement shall contain an endorsement providing that the policies cannot be suspended, voided, canceled or reduced except on thirty (30) days' prior written notice to City, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in the Agreement.

3-9. The insurance provided by Respondent shall be primary to any coverage available to City, and any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be in excess of Respondent's insurance and shall not contribute with it. The policies of insurance required by the Agreement shall include provisions for waiver of subrogation. The Respondent hereby waives all rights of subrogation against City.

3-10. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, Respondent shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Respondent shall procure a bond guaranteeing payment of losses and expenses.

3-11. Respondent shall indemnify, defend and hold City, its elected officials, officers, employees, agents and volunteers free and harmless with respect to all claims, suits, actions, liabilities, expenses and/or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by City, court costs, interest and defense costs including expert witness fees, where the same arise out of, or are connected with, in whole or in part, the acts or omissions of Respondent, or any of Respondent's officers, agents, employees or contractors, in the performance of the Agreement, and which result in death, personal injury or property damage to any individual or entity, including the employees or officials of Respondent.

3-12. Respondent's obligations under this or any other provision of the Agreement will not be limited by the provisions of any workers compensation act or similar act. Respondent expressly waives its statutory immunity under such statutes or laws as to the City, its elected officials, officers, agents, employees and volunteers.

3-13. City does not and shall not waive any rights that it may possess against Respondent because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to the Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Respondent agrees that Respondent's covenant under this section shall survive the termination of the Agreement.

(Note: Proof of insurance need not be submitted with the proposal, but must be provided before the City can award the contract.)

SECTION 4: Background Information

4-1. The City of Westminster is a 10.1 square-mile municipality surrounded by the cities of Huntington Beach and Garden Grove. Approximately 94,500 people live in Westminster.

4-2. The City of Westminster successfully dedicates its resources to provide residents, businesses and visitors the highest quality safety services, recreational facilities, and physical environment.

4-3. The City operates a Temporary Holding Jail Facility ("Facility"), as described in the California Code of Regulations, Title 15. Approximately 2,500 inmates are booked per year in the Facility for various felony and misdemeanor violations of law. Currently there are no "Pay to Stays" or Federal bookings.

4-4. Current staffing at the City's Temporary Holding Jail Facility consists of two, full time, contracted, custody officers working 10 hour shifts (1000-2000 hrs and 2000-0600 hrs), and one, part-time, custody officer working 32 hours a week (2000-0600 hrs). Supplemental coverage is provided by the department's Police Service Officers and police officers. Contract custody officers are responsible for receiving, processing, monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or other law enforcement agency. The jail is immediately overseen by the on-duty Watch Commander, and managed by a patrol Commander.

4-5. Current services are being provided by a private contractor with a contract term that ends on March 31, 2020.

SECTION 5: Requirements

5-1. Respondent shall provide custody officer services for WPD's Temporary Holding Jail Facility, which includes the receiving, processing (Live Scan finger printing), monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the department's policy manuals. Services shall include all required staffing, labor, and uniforms needed to effectively and efficiently perform all duties required of a Temporary Holding Jail Facility including, but not limited to, any mandatory staff training. Exhibit B (Scope of Services) details all aspects of required services.

The vendor is required to supply four, full-time, custody officers, providing a total of 160 hrs of coverage per week, including holidays. Included in the aforementioned coverage, a female custody officer must be available 20 hours per day (in a 24-hour period, from 1000-0600 hours).

5-2. Compliance: Respondent shall at all times during the term of the Agreement comply with all applicable federal, state, and local laws including, without limitation, Titles 15 and 24 of the California Code of Regulations, all applicable Minimum Standards specified by all applicable Federal and State requirements, laws and statutes, applicable court orders and the California Board of State and Community Corrections (BSCC), whether now in effect, hereafter affected or implemented as applicable to Temporary Holding Jail Facilities in the future. This includes, but is not limited to, obtaining a business permit and a business license.

5-3. Equipment Requirements: Respondent shall, at its own costs and expense, provide all equipment that may be required for performance of the services required by this bid.

5-4. All Respondent's employees assigned as Custody Service Officers shall:

1. Be at least 21 years of age.
2. Have a High School Diploma/GED
3. Have a valid California Class C driver's license
4. Must meet all minimum screening and background checks required for Jailers.
5. Must complete required training and orientation mandated for Jailers.
6. Be First Aid and CPR trained and qualified.
7. Have good written and oral communications skills.
8. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place.
9. Be responsible for prisoner tracking and booking information.
10. Be physically able to perform all aspects of the assignment.
11. Provide favorable references from previous employers.
12. Have an acceptable prior military check of DD form 214 (if applicable).
13. Have a current Social Security card.
14. Have a current green card (if applicable).
15. Be willing to take a drug test at any time and pass.

5-5. Employee Background Checks: Respondent shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Westminster Police Department. By responding to this Request for Proposal, Respondent agrees to absorb any/all costs associated with these requirements.

a. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.

b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.

c. Drugs: Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.

d. Reference Check: Conduct a minimum of three personal reference checks.

e. DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.

f. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.

g. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

h. Fingerprints: The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

5-6. Employee Staffing Requirements: Respondent shall ensure that one female employee is on-duty at all times to operate the facility from 1000-0600 hours, seven (7) days a week, 365 days per year, including holidays.

5-7. Uniform Requirements: Respondent shall provide WPD-approved uniform items to its employees assigned to the City.

5-8. Hours of Operation: The facility is open 24 hours per day, 7 days a week, 365 days per year, including holidays. The vendor is required to staff 20 hours of a 24 hour period, unless otherwise arranged to staff longer based on demand.

5-9. Inspections: Respondent shall be subject to inspections by authorized Police Department personnel to determine if all relevant operators, records and equipment are in compliance with all applicable federal, state, and local laws and terms of its agreement with the City.

5-10. Invoices: Respondent shall submit statements of service charges to be paid by the City to the Police Department's Fiscal Specialist on a monthly basis, in a format approved by the Police Department. Each invoice shall detail, with specificity, the number of hours worked by each employee and the services for which the City is being charged.

5-11. Documents: Copies of the following documents shall be submitted to the City Clerk within fifteen (15) days after the Agreement is executed:

- Business License
- Certificate of Insurance

5-12. E-Verify: If Respondent is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Respondent shall enroll in the E-Verify program within fifteen (15) days of entering into any agreement with the City to verify the employment authorization of new employees assigned to perform work. Information pertaining to the E-Verify program can be found at http://www.uscis.gov/everify. Respondent shall certify its registration with E- Verify and provide its registration number to the City.

SECTION 6: Format of Response/Proposal

6-1. Respondents should submit a packet that is labeled, includes a table of contents, and has each page numbered individually that includes the following sections or subsections in the response with the following:

A. Company Description. A description of the company, including the organization's experience and history of providing services as required in this RFP.

i. Experience. Provide a detailed description of related experience in performing the services requested.

ii. Scope of Work. Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.

iii. Training and Transition. Provide a detailed description of how your company proposes to train its employees to operate the City's Temporary Holding Jail Facility. Also provide a detailed financial summary of the costs associated with this training and transition.

B. References. Provide a list of three professional references including:
i. Name of Agency/Organization
ii. Contact Person
iii. Address
iv. Telephone
v. Fax

vi. Email
vii. Description of services provided
viii. Length of service provision

C. Contractor and Subcontractor Listing. If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.

D. Additional Information. Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.

E. Sample Agreement. Carefully review the terms of the sample agreement in Attachment A and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s). However, please be aware that deviations from City's standard terms and conditions may result in bid rejection.

SECTION 7: Selection Process

The City reserves the right to accept or reject any and all bids and reserves the right to waive informalities and irregularities in the proposal process. The City also reserves the right to withdraw this Request for Proposal or decline to award a contract at is sole discretion. The City may reject proposals from Respondents who cannot satisfactorily prove the experience and qualifications required by this RFP and/or provide the scope of services required herein.

7-1. The City reserves the right to require any or all respondent(s) to either make a presentation that illustrates their abilities to provide services and/or attend an interview session to gauge their suitability to provide services for this project. If so requested, the Respondent(s) shall make their personnel available within ten (10) calendar days of request. No cost allowance shall be permitted for this requirement.

7-2. The City will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The City reserves the right to award the contract(s) in any manner it deems to be in the best interest of the City and make the selection based on its sole discretion, including negotiating with one or more Respondents for the same services.

EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME RATE WHEN ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER	$	$		160	$	$
TOTAL					$	$

The above hourly bill rates include:

- Overtime costs incurred by Respondent for six paid holidays
- Overtime costs incurred by Respondent due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in WPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Respondent policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

BID FORM – Page 2 of 2

General Terms:

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.

2. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.

3. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

4. Respondents' quoted rates shall remain in effect for not less than one hundred eighty (180) days after the Open Date.

5. Exceptions:

   Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

EXHIBIT B
SCOPE OF SERVICES

The Operator shall provide the following services:

1. STAFFING OF THE JAIL FACILITY

1.1 Operator agrees to staff and operate the Jail Facility in compliance with all Minimum Standards, and in accordance with the policies and procedures set forth in the WPD Policy Manual, providing 160 hours of coverage per week, including holidays, with a minimum staffing of at least one (1) Custody Officer per shift. Operator shall regularly schedule a female Custody Officer during the work shift, unless one is not immediately available due to sickness or emergency absence.

1.2 Employee Background Checks: Respondent shall institute a procedure for performing background checks. The following are the minimum requirements that must be met and written documentation provided to the City. All information, documentation, testing, certification, etc. is to be conducted and provided at no cost to the City of Westminster Police Department. By responding to this Request for Proposal, Respondent agrees to absorb any/all costs associated with these requirements.

a. Employment/Qualifications Verification: Conduct a five (5) year employer background check to verify the applicant was not terminated for other than honorable circumstances and verify any periods of unemployment.

b. Education: Conduct a review of the schools attended by the applicant to verify completed educational level. Validate all references made to completing an "Equivalency Test" for High School level.

c. Drugs: Conduct a random drug screening test to verify non-usage of drugs. Applicants who are narcotics offenders or use dangerous drugs or use alcohol to an excessive degree will be disqualified.

d. Reference Check: Conduct a minimum of three personal reference checks.

e. DMV Check: Respondent shall provide California Department of Motor Vehicles (DMV) reports on all prospective employees to City for review. City shall establish minimum driving requirements for any Respondent employee who will be driving any City vehicle, which must be adhered to by the Respondent and its Employees.

f. Credit Check: Conduct a standard credit check to determine financial responsibility and interview all raters who have given a negative review to determine the cause of said negative review.

g. Psychological Review: Conduct a Minnesota Multiphasic Personality & Intelligence Test (MMPI) to determine moral integrity and mental stability of

applicant. The psychological evaluation shall be conducted by a clinical psychologist acceptable to the City.

h. Fingerprints: The applicant's fingerprints must be processed through Livescan for California Department of Justice and NCIC/FBI clearance. Fingerprinting and processing of applicant to obtain clearances shall be performed by the City, with the required Department of Justice fees paid by Respondent. Fingerprinting must be completed, and clearances received prior to applicant working in the City Jail Facility.

1.3 Operator shall immediately fill any vacancy arising out of sickness, vacation, and/or termination with a Custody Officer from Operator's personnel that have met the qualifications set forth in this Agreement and have been pre-approved by the City's Technical Representative. Operator may maintain a Jail Facility Staffing List, which would include Custody Officers that have been previously approved by the Professional Standards Unit. If Operator is required to pay over-time to fill such vacancy, the over-time shall be paid by Operator.

1.4 In the event that the Operator is unable to fill the vacancy with an acceptable replacement Custody Officer, the City reserves the right to fill the vacancy with authorized Department personnel. In this event, the Operator shall be billed for the hours worked by Police personnel at a rate equal to three (3) times the regular hourly rate of a top step police officer. The top step level is P-39.

1.5 The Operator shall raise issues to the City's Technical Representative including the back-up staff of Custody Officer that will be maintained and available to replace regularly scheduled staff that may be absent for reasons of illness, vacations, or other reasons.

1.6 Scheduling of Operator's own Custody Officers will be the responsibility of the Operator and in accordance with the minimum staffing requirement outlined in this section. The schedule of the assigned employees of the Operator acting in a Custody Officer capacity will be determined by mutual agreement with the City's Technical Representative.

1.7 The City has the right to remove any Employee of Operator from the Jail Facility temporarily or permanently upon written notice to Operator, and at its sole discretion, provided such removal is in accordance with applicable law. Advance notice shall be given by the City to Operator whenever reasonably possible.

2. JAIL OPERATIONS

2.1. Operator shall provide a Custody Officer capable of working solo and as a team member in the Jail Facility in compliance with the applicable Minimum Standards.

2.2 WPD Policy Manual. City will provide complete WPD Policy sections of the WPD Policy Manual relating to all jail operations, policies, and procedures, including field operations affecting Jail operations, medical and emergency provisions. All applicable provisions set forth in the WPD Policy Manual will be completely followed and strictly adhered to by

Employees of the Operator. The Custody Officers will forward any questions, clarification, or interpretation issues to the attention of the on-duty Watch Commander in the absence of the City's Technical Representative.

2.3 Specified Duties and Obligations. Operator's duties and obligations, including the duties and obligations of its Employees, shall be set forth in detail in the Operator's Policy Manual. In general, these shall include, but are not limited to, the performance of the services set forth below in accordance with the applicable Minimum Standards.

2.3.1. Intake and Release Processing: Operator shall provide intake, housing and release processing which shall include:

A	Acceptance of Inmate custody.
B	Inmate search as permitted by law.
C	Inventory and storage of Inmate's personal property and funds.
D	Entry of inmate data into City's and Orange County's booking systems.
E	Conducting law enforcement database checks (JDIC/CLETS/NCIC) including but not limited to, the Criminal History System, Wanted Persons System, Orange County Warrant System, Orange County Consolidated History System, Driver History database, and any other required check as may relate to an inmate.
F	Fingerprinting of inmate.
G	Taking and processing of DNA samples when required by law.
H	Generation of intake and release documents and records, including all Orange County Health Department and Board required forms and reports related to intake, photographing and fingerprinting of Inmate.
I	Initiation of Inmate health and wellbeing screening.
J	Review and/or inspection of documents pertaining to prisoners, including release documentation and ascertainment of Inmate identification confirmation prior to release.
K	Return of Inmate personal property and funds.
L	Completion of internal release documentation and ascertainment of Inmate identification confirmation prior to release.
M	Transportation as described in Section 5 herein, and any and all such other duties as may be required by applicable statute or rule.
N	Schedule and conduct registration process for Sex, Arson, and Narcotics Offender registrants.

2.4 Disciplinary Rules and Regulations. Operator shall impose discipline through rules, regulations, and orders pursuant to a disciplinary system meeting or exceeding the applicable Minimum Standards set forth in the WPD Policy Manual. Operator shall provide

the City a copy of the Operator's disciplinary policies and procedures and any applicable employee "code of conduct." Operator shall require that Operator's Employees adhere to the Police Department's Code of Conduct and such document shall be incorporated into Operator's rules and regulations pertaining to Employee conduct. In the event that an Employee of the Operator is deemed to have been engaged in misconduct or has committed a violation any law, rule, or established procedure, the City shall request the Operator to begin disciplinary action against the Employee for said violation or misconduct. The City, at its sole discretion, reserves the right to immediately remove any Employee of the Operator without cause, provided that the request is made in writing and is in accordance with applicable law.

2.5 Safety. Operator's Employees shall maintain the Jail Facility in compliance with the WPD Policy Manual and all applicable Minimum Standards relative to safety.

2.6 Security. Operator's Employees shall be responsible for providing security for all Inmates in accordance with the WPD Policy Manual and all applicable Minimum Standards while they are inside the Jail and/or when being transported by Operator's Employees. The Operator's Employees will be responsible for inmate security until such time as the inmate is properly transferred and taken into the custody of the Orange County Sheriff Office, another Law Enforcement Agency, authorized criminal justice agency, or any Court authorized agency or entity.

2.7 Records. All inmate and jail facility documents and records generated under the scope of this Agreement are the property of the City and shall remain with the City. The Employees of the Operator are prohibited from removing any inmate or Jail facility document, record, or copy thereof, except when required to execute a duty or responsibility as mandated by this Agreement. Nor shall Employees of the Operator remove from the Jail Facility or release to any third party, any inmate, housing, or Jail Facility document, record, or copy thereof (whether it is a physical copy, electronic copy or copy by any other means such as a photograph) without the express written approve of the Department's Custodian of Records. Any violation of this section shall result in the immediate removal of the employee, a request by the City for disciplinary action by the Operator against the employee, and criminal or civil prosecution if appropriate. Operator shall require each Employee to sign a document agreeing to abide by the provisions set forth herein in this paragraph.

2.8 Operator's Employees shall generate and maintain all Inmate records in accordance with established Department procedures and the applicable Minimum Standards.

2.9 Vehicle Maintenance and Insurance: City shall self-insure and maintain City owned vehicles used by Operator. Operator shall obtain and maintain liability insurance for all Operator's Employees if they are driving City's vehicles. Operator will indemnify and hold City harmless for any accidents, damages, injuries and claims, caused solely or comparatively by Operator's Employees. All Operator's Employees using any vehicle in connection with the services provided under this Agreement shall have a valid California Driver's License, which shall be available for inspection by City.

2.10 Uniforms. Operator shall establish a policy, subject to approval of the City, prescribing a standard uniform for its Employees including shirts, pants, belts, jackets, and associated uniform articles of clothing that arc normally and routinely issued to corrections officers. Operator shall provide such uniform items to its Employees either directly or through a uniform allowance.

2.11 In case of a local, state or federal emergency, Operator agrees to require and ensure that its Employees will report for duty to the Jail Facility pursuant to the City's emergency response procedures.

2.12 Employees assigned to the Jail Facility shall participate in all City training exercises as directed by the WPD Professional Standards Unit.

2.13 In case of a Professional Standards Unit investigation, an internal investigation, a formal or informal investigation, or other similar investigation, Operator shall require (as a condition of employment to Operator) that Employees will comply with the requests of the Department or any third party for statements, testimony or other similar acts.

2.14 All personal cell phones and/or electronic devices used while on-duty and/or in the jail facility are subject to the provisions of the department's "Personal Communication Devices" policy. (WPP702)

EXHIBIT "C"

COMPENSATION

1. Operational Payment:
The City shall compensate Operator for services performed on a monthly basis for the term of the Agreement pursuant to Exhibit C. Operator agrees to invoice City on a monthly basis for services performed for the previous monthly period. Each invoice shall denote the identity of each Custody Officer, the dates, times and hours worked during the affected period.

City shall compensate Operator on an hourly basis (except as noted in the Additional Notes). The hourly employees (Custody Officers) are to be paid at the hourly "Bill Rate" set forth below. Overtime costs incurred in the fulfillment of the minimum staffing requirements outlined in this Agreement (including overtime hours worked by staff to cover for sick or vacationing personnel) shall be the sole responsibility of Operator.

All training shall be provided by Operator at Operator's sole cost. This shall include costs for Employee salary, including overtime, licenses, certifications, courses, etc. For example, if an Employee requires training and is already assigned to the facility, the Operator shall pay the costs associated for the Employee to attend the training and the Employee's salary while attending the training.

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME BILLING RATE FOR ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER NAME	$	$		160	$	$
TOTAL					$	$

The above hourly bill rates shall include:

A. Overtime costs incurred by Operator for six paid holidays
B. Overtime costs incurred by Operator due to vacations, sick calls, etc.
C. Background Investigations
D. Screening/Recruiting
E. 80 hours vacation per year for each employee
F. Title 15 training costs due to turnover
G. Title 15 annual training
H. Training in WPD policies and procedures, including 80 hours of on-site training for new hires.
I. Training in Operator's policies and procedures.
J. Uniforms
K. Medical, dental, vision and life insurance benefits

L. Area supervision and account management
M. Payroll taxes and insurance

2. Initial Title 15 Training Costs

2.1 Operator shall endeavor to identify Employees with Title 15 Certification for assignment to the Jail Facility.

2.2 City shall assist in the selection process and shall have sole discretion over assignment of personnel to the Jail Facility as described in the Agreement.

2.3 All Operator's Employees will attend on-the-job training at WPD concurrently with actual service.

3. Additional Notes

3.1 Operator shall invoice monthly. Terms are net 30.

EXHIBIT D – Sample Agreement

AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND [CONTRACTOR NAME]
FOR CUSTODY OFFICER SERVICES
FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY

PRINCIPAL OF OPERATOR:

OPERATOR'S ADDRESS:

CITY'S ADDRESS: City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683

COMMENCEMENT DATE: _____, 2020

TERMINATION DATE: _____, 20__

CONSIDERATION:

SAMPLE AGREEMENT

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF WESTMINSTER
AND [OPERATOR NAME]
FOR CUSTODY OFFICER SERVICES
FOR THE CITY'S TEMPORARY HOLDING JAIL FACILITY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __ day of _____, 2020 ("Effective Date"), by and between the City of Westminster, a municipal corporation ("City"), and _____, (entity) ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City owns a Temporary Holding Jail Facility used to book and fingerprint prisoners; and

B. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide staffing at City's Temporary Holding Jail Facility, as more fully described herein; and

C. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

D. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and

safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the

"Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated

"A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Westminster and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Westminster, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Westminster shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Westminster, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b)

48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of Westminster
_____	8200 Westminster Blvd.
_____	Westminster, CA 92683
Tel: _____	Tel: (714) 548-3200
Attn: _____	Attn: _____

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System

(PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential

all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

_____ Date: _____

Signature

_____ _____

[Name and Title] Social Security or Taxpayer ID Number

CITY OF WESTMINSTER

_____ Date: _____

Mayor

ATTEST:

_____

Christine Cordon

City Clerk

APPROVED AS TO FORM:

_____ Date: _____

Richard D. Jones

City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E

CERTIFICATES OF INSURANCE

EXHIBIT "B"

Custody Officer Services

Presented by
G4S Secure Solutions (USA) Inc.
Phil McKenna
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806
(714) 306-8014 • phil.mckenna@usa.g4s.com

Securing Your World

Phil McKenna
Vice President, Business Development
G4S Secure Solutions (USA) Inc.
(714) 306-8014
phil.mckenna@usa.g4s.com
2300 E. Katella Ave. Suite 150
Anaheim, CA 92806
www.g4s.us

Alan Iwashita
Commander, WPD
City of Westminster / Westminster Police Department
8200 Westminster Blvd.
Westminster, CA 92683

November 20, 2019

Attention: Cmdr. Alan Iwashita, WPD

On behalf of G4S Secure Solutions (USA) Inc. (G4S), we thank City of Westminster / Westminster Police Department for this opportunity to propose a customized security solution. We have provided Custody Officer Services to the City since 2015. Our goal is to continue to help the City achieve its security goals, supplying officers and technology through proven management and operations processes.

In this proposal, we outline what the City will gain by continuing with G4S. We recommend an officer program provide detailed training and account management information. Finally, we provide pricing information that illustrates the value your proposed security solution will provide. The exceptions provided in E. Sample Agreement are requests to adjust language to the previously agreed upon terms.

We value our relationship with the City of Westminster and are proud of the relationship we've built with you through the years. Please contact us if you have questions about this proposal or require further information.

Sincerely,

Richard McDowell
Director of Operations

Phil McKenna
Vice President, Business Development

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A. COMPANY DESCRIPTION

A description of the company, including the organization's experience and history of providing services as required in this RFP.

G4S is the world's leading global integrated security company, specializing in the delivery of security and related services to customers across six continents. G4S secures your people, property and assets by understanding and mitigating your security risks within your environment. We offer a suite of products and services, including armed and unarmed security personnel, risk consulting and investigations, systems integration, and security software and technology that align to deliver innovative, essential and scalable solutions that span your entire operation.

Although G4S' global history stretches back over a century and halfway around the globe, our American story began in 1954, when a small investigative company was founded in Miami, Florida, by former FBI agent George Wackenhut. Following 48 years of industry-leading growth, The Wackenhut Corporation became part of the G4S family of companies and in 2010 was rebranded as G4S Secure Solutions (USA) Inc.

G4S has provided Custody Officer Services to the City of Westminster since 2015, when we were initially awarded the contract. Since that time, G4S has provided services in accordance with contract requirements and has successfully renewed each contract extension.

I. EXPERIENCE

Provide a detailed description of related experience in performing the services requested.

G4S provides security officer services to more than 2,000 commercial and government customers at over 8,500 job locations in the United States. We provide over 52,000 weekly hours of security services at Federal, State and County Government buildings/facilities that require visitor and/or package screening, utilizing X-ray and magnetometer equipment.

G4S has many years of experience providing government agencies qualified officer personnel to perform custody/detention and transportation services for detainees and inmates. We provide contract detention services for immigration agencies in countries throughout Europe. We also have provided inmate guard services for Federal Bureau of Prisons, U.S. Marshals Service and for state, county and municipal jurisdictions.

G4S also has successfully operated and managed armed transportation and escorting of detainees in ICE custody, and similar services for U.S Customs and Border Protection (CBP). G4S is proud of the fact that we have been successfully providing armed transportation services for ICE in the southwest region for Los Angeles, San Francisco and Phoenix EROs since 2011 and for CBP in seven (7) Sectors along the southwest border since 2006.

Our experience gives us the understanding of the unique safety, security and risk-needs faced on a day-to-day basis in custodial environments. As a result, we understand your challenges and have the capability, resources and experience to continue to manage the City's security program in a way that mitigates risk and provides safe and secure environment. To further demonstrate our

experience in providing services to similar city, county and government contracts, we have provided a sample listing below which includes:

SIMILAR CONTRACTS	LOCATION	START DATE
Broward County Courthouse/Sheriff's Dept.	Fort Lauderdale, FL	9/2007
City of Westminster	Westminster, CA	02/2015
City of Beverly Hills Jail	Beverly Hills, FL	8/2008
City of Phoenix Police Department	Phoenix, AZ	4/2017
Municipal Courts	Oklahoma City, OK	9/1992
City of Los Angeles and LA Police Dept.	Los Angeles	11/2013
City of Tempe, AZ	Tempe, AZ	3/2008
City of El Paso	El Paso, TX	7/2012
City of Tulsa	Tulsa, OK	11/2002
City of Redlands	Redlands, CA	11/1996
Georgia Bureau of Investigation	Decatur, GA	8/2008
Azusa Police Department	Azusa, CA	4/1999
City of Rialto – Police Department	Rialto, CA	2/1999
Sarasota County Clerk of Court/Sheriff	Sarasota, FL	10/1999
City of La Habra	La Habra, CA	4/2001
Whittier Police Department	Whittier, CA	1/2006
Orange County Corrections Department	Orlando, FL	3/2007
Judiciary Second Circuit	Wailuku, HI	9/2010
The Judiciary - District Courts	Honolulu , HI	8/2010
Judiciary - Fifth Circuit Kauai	Lihue , HI	8/2010

Lee County Clerk of Courts	Ft. Myers, FL	3/2007
Berea Municipal Court	Berea, OH	4/2008

Table 1. Sample Client Listing

II. SCOPE OF WORK

Based on the requirements in Section 5, describe how your company proposes to supply the services requested in this RFP.

G4S has read and understands the requirements set forth in the RFP. We will continue to provide custody officer services for WPD's Temporary Holding Jail Facility, which includes the receiving, processing (Live Scan finger printing), monitoring, transporting and/or releasing prisoners arrested by officers of the Department and/or any other law enforcement agency, and performing other related duties as outlined in the department's policy manuals. Services will include all required staffing, labor, and uniforms needed to effectively and efficiently perform all duties required of a Temporary Holding Jail Facility including, but not limited to, any mandatory staff training. As your current security provider, we are familiar with the details of your account and the expectations you desire. As such, we recommend continuing service utilizing our Upscale Security Officer (USO) program.

UPSCALE SECURITY OFFICER

Professional appearance, consistent performance and the right attitude: These traits define the G4S *Upscale Security Officer* (USO), a highly trained, highly effective, high-profile alternative to standard security personnel.

- **Demonstrated Professionalism:** Competence and dedication are hard-to-quantify characteristics of effective security personnel. Those with a record of performing effectively under pressure and showing maturity through professionalism and judgment may be eligible to enter the USO program.
- **Proven Security Capability:** Most USOs are multi-year industry professionals with a working knowledge of security procedures and technology.
- **Customizable Appearance:** Our most versatile class of security officer, USOs can be outfitted with standard law enforcement-style uniforms to display a strong security presence, polos for a more casual look, or blazers to present a professional image.

USO Qualifications and Vetting

USOs possess higher qualifications than standard officers. The USO program must offer a high degree of skill and flexibility, and so we seek well-educated personnel as well as those with past security experience.

Each candidate must have achieved at least one of the following to qualify:

- One year's verified security experience
- A college degree
- Successful and verifiable experience relevant to their intended position

The City's security program requires professional and experienced personnel. Providing both competence and flexibility, the USO program offers these capabilities and aptitude.

RECRUITING AND RETENTION

G4S will find the right people for your security program and train them to protect against the risks, threats and vulnerabilities faced by your organization. We seek the best candidates through our award-winning recruitment technologies and outreach programs. We examine their backgrounds to ensure their suitability for assignment and provide ongoing training to develop more qualified officers.

Front-line personnel are G4S' most important asset in securing our customers' people and property. We treat our officers with dignity and respect, and we ask for passion and professionalism in return. In order to recruit the best officers for the City, we will use every relationship, partnership and technology we have built to reach candidates who will become valued members of your workforce.

Award-Winning Military Recruitment Program

Since armed forces personnel possess many of the leadership, management and teamwork skills that prepare them to succeed as G4S security officers, we created programs focused specifically on recruiting and hiring veterans. Composing 22.1% of our national workforce, veterans have a significantly lower turnover rate than their peers, are promoted faster and stay longer with G4S. Our goal is to be veterans' employer of choice, whether they currently serve, are preparing to retire from the military or transitioned to civilian life years ago.

Our military recruitment program works directly with employment specialists and transition assistance managers from all armed forces branches. We guarantee veterans an initial interview to honor their service while also assuring a flow of capable officer candidates with established skills and work ethic. From entry-level to senior executives, veterans are an essential part of our organization and a key to our success.

QUALIFICATIONS AND VETTING

Each G4S officer program features its own unique qualification standards. All officer candidates assigned as Custody Service Officers must:

1. Be at least 21 years of age.
2. Have a High School Diploma/GED
3. Have a valid California Class C driver's license
4. Must meet all minimum screening and background checks required for Jailers.
5. Must complete required training and orientation mandated for Jailers.
6. Be First Aid and CPR trained and qualified.
7. Have good written and oral communications skills.

8. Be able to prepare written and/or computer-based daily logs and reports of incidents that have taken place.
9. Be responsible for prisoner tracking and booking information.
10. Be physically able to perform all aspects of the assignment.
11. Provide favorable references from previous employers.
12. Have an acceptable prior military check of DD form 214 (if applicable).
13. Have a current Social Security card.
14. Have a current green card (if applicable).
15. Be willing to take a drug test at any time and pass.

OFFICER SCREENING PROCESS

The following provides detailed information on each step of our background screening process:

Identity Verification: Social Security Trace Report

The Social Security Number (SSN) trace compares the candidate's Social Security number to credit header and public records data, which helps to validate the information provided by the individual and may develop additional residential history and alias names not otherwise provided by the individual.

Criminal Check (7–10 years)

Criminal records searches are based on 10 years of Social Security trace report address history and include any federal or state court records on felony and misdemeanor convictions and pending cases in which the officer candidate was involved. Some jurisdictions limit how far back searches can go. Our criminal records searches cover a period of 7–10 years, depending on local restrictions.

In addition, G4S performs ongoing arrest monitoring on all current G4S officers.

National Criminal, Sex Offender, and Global Sanctions Check

G4S queries the names and aliases of officer candidates through a database that covers 2,200 jurisdictions for bookings and incarcerations and covers 70% of the incarcerated population. Names and aliases are cross-referenced against the Federal Department of Justice, which includes registry data covering 49 states (NV is not available), District of Columbia and U.S. territories, as well as publicly available global sanctions, restrictions and exclusion records. These include the following:

- Office of Foreign Assets Control Specially Designated Nationals (SDN) and Blocked Persons List
- U.S. Department of State Foreign Terrorist Organizations List (updated monthly)
- America's Most Wanted Fugitive List (Wanted Fugitives through July 2012)
- Australian Department of Foreign Affairs and Trade (current sanctions; updated monthly)
- Canadian Public Safety (current listed entities; updated quarterly)
- Directorate of Defense Trade Controls Debarred Parties List
- European Union Terrorism Sanctions List
- Immigration and Customs Enforcement (ICE) Most Wanted / Current Offenders
- Interpol Most Wanted (updated monthly)
- MIPT Terrorism Knowledge Base (known terrorists through April 2008)

- Most Wanted List (updated quarterly)
- National Counterterrorism Center Comprehensive Terrorist List (updated semiannually)
- Naval Criminal Investigative Service (NCIS) Current Most Wanted Fugitives (updated monthly)
- Office of the Superintendent of Financial Institutions (OSFI) Canadian Sanctions List
- Palestinian Legislative Council List (records through September 2008)
- Royal Canadian Mounted Police Current Most Wanted (Updated Monthly)
- United Nations Consolidated Sanctions List
- U.S. Department of State Fugitives from Justice List: (from March 2014; updated semi-annually)
- U.S. Department of State Nonproliferation Sanctions

7 Years of Activity (Employment, Unemployment, Education)

As part of the background check, G4S verifies all professional and academic activity on a best-effort basis from the previous 7 years, including resolution of any gaps in employment that are 90 days or longer. We will verify highest level of education attained and may consult character references who are not relatives.

Military Service (DD214)

For those with military service, G4S will verify and review a copy of the long-form DD214, which provides military occupational specialty, rank at discharge, character of service, narrative reason for separation, and reenlistment eligibility.

Driver's License (DMV) Check

G4S verifies and reviews driving records, including licensing verification and traffic violation documentation, through state departments of motor vehicles for G4S officers whose duties involve operating a motor vehicle. Available information varies by state.

I-9 Verification

Verification of identity and employment eligibility is conducted at the time of hire by submitting Form I-9 information to E-Verify, a service of the Department of Homeland Security (DHS) and U.S. Citizenship and Immigration Services (USCIS).

Drug Screen

Candidates undergo an initial 10-panel drug test, with independent laboratory confirmation where appropriate, to detect use of:

- Amphetamine
- Methamphetamine
- Cocaine
- Marijuana
- Opiates
- Phencyclidine

- Barbiturates
- Benzodiazepines
- Methadone
- Propoxyphene

III. TRAINING AND TRANSITION

Provide a detailed description of how your company proposes to train its employees to operate the City's Temporary Holding Jail Facility. Also provide a detailed financial summary of the costs associated with this training and transition.

Training is a G4S core competency and area of excellence. We have developed award-winning training programs customized to meet your individual security through our ISO-registered North America Training Institute (NATI) for security officers.

People learn through different methods and techniques, and we use multiple learning tools and approaches to ensure training is provided per contract terms and understood by the security officer, including the following:

- **Pre-assignment Classroom Training** led by a live instructor, which allows personnel to participate in real-time Q&A sessions and provides individual attention in a controlled environment.
- **On-the-Job Training (OJT)** is a critical, customer-specific component of a security officer's training. OJT prepares officers for their day-to-day rigors with a customized program focused on their job assignment and post functions.
- All G4S personnel receive and maintain a copy of the G4S *Security Officer Handbook* and *Safety Handbook*, both of which are required reading on which officers are tested to ensure understanding of G4S policies and their duties as a security officer.
- **G4S University (G4Su)** is NATI's online learning management system and provides ongoing training and professional development for security personnel. G4Su offers over 2,570 e-courses in a wide range of security-related subjects for G4S personnel of all experience levels.

TRAINING COMPONENT	HOURS	DESCRIPTION
Pre-assignment Training	48	▪ Security preparedness, documentation, communication, patrolling techniques and other security competencies ▪ Legal authority and powers of arrest; law enforcement interactions ▪ Customer service; safety and first aid; public relations
Title 15 § 1024 Court Holding and Temporary Holding Facility Training	8	▪ Applicable minimum jail standards; ▪ Jail operations liability; ▪ Inmate segregation; ▪ Emergency procedures and planning, fire and life safety; ▪ Suicide prevention
On-the-Job Training (OJT)	80	▪ On post, application of classroom-taught lessons ▪ Learning site-specific security per post orders ▪ Supported by our *Focus on Security* training publications
Title 15 Annual Training	24	▪ Refresher training of site-specific security per post orders ▪ Title 15 Annual Required Training

Table 2. Training Overview

PRE-ASSIGNMENT TRAINING

Prior to their first day on a the City site, all new security officers will complete *pre-assignment training* covering the duties, physical requirements, technologies and other demands they will face as security officers. Courses are taught by certified security training instructors who take questions and lead participants in a security-focused curriculum.

Custody Service Officers receive the following pre-assignment training:

State of California Pre-assignment Training

SUBJECT	LESSON PLAN	HOURS
Introduction	G4S Values and Dignity and Respect Program Dale Carnegie Customer Service Excellence at G4S	2.5
Basic Preparedness	Basic Duties of Private Security Personnel Taking Notes and Writing Reports G4S Employee Awareness Training: Business Ethics and Conduct Policy Professional Communications ▪ G4S Social Media Policy ▪ G4S Security Officer Handbook	3
Life Safety	Life Safety Issues: Preventing and Responding to	3.5

SUBJECT	LESSON PLAN	HOURS
	Emergencies, Fires and Evacuating Buildings Including Fire Alarms G4S Putting Safety First G4S STP Training G4S Safety Starts with Me Video Series ▪ G4S Safety Handbook ▪ Safety Handbook Acknowledgement and Consent Agreement	
Legalities	Legal Authority of the Security Officer: Extent and Limitations Including Use of Force ▪ G4S Use of Force Policy and Acknowledgement ▪ Acknowledgement of Use of Force Protecting Crime Scenes and Preserving Evidence	1.5
Physical Security	Effective Patrolling Day and Night Access Control Including Protective Alarm Systems and CCTV Bomb Threats Including Suspicious Packages Recognizing the 8 Signs of Terrorism	2.5
Interpersonal Relations	Communicating Effectively With the Public and the Media Violence in the Workplace and Crisis Intervention Including Active Shooter	2
Emergency Medical Aid	First Aid, CPR and AED Course	8
Additional California Requirements	Basic Preparedness ▪ BSIS Codes and Regulations ▪ Dealing with the Effects of Shift Work Life Safety ▪ Accident Prevention, Investigation and Ergonomics ▪ OSHA Hazcom and First Responder: Awareness Level Professional Communications ▪ Security Interviewing Techniques ▪ Professional Communications Physical Security ▪ Information Protection and Cyber Security ▪ Crowd Management ▪ Vehicle and Traffic Control ▪ Alcohol, Drug Abuse and Its Effect ▪ Terrorism: Responding to the Indicators ▪ Firearms and Non-Lethal Weapons Safety ▪ Advance Search of People and Vehicles	15

SUBJECT	LESSON PLAN	HOURS
	Interpersonal Relations ▪ Valuing Diversity and Avoiding Workplace Harassment ▪ Stress Management	
Assessment	Review and Final Exam Course Critique	2
TOTAL HOURS		**40**

Table 3. State of California Pre-assignment Training Program

First Aid, CPR & AED and Bloodborne Pathogens Trainings

G4S has partnered with EMS Safety Services and the American Heart Association (AHA) to provide both *First Aid, CPR & AED* training *and Bloodborne Pathogens* training to G4S employees nationwide. G4S North America Training Institute (NATI) is the country's largest AHA-partnered corporate training center, with over 1,200 instructors who lead trainings. Since G4S began providing first aid training to officers in 2009, we have certified over 230,000 G4S employees. Last year officers saved 51 lives using first aid.

Safety Training

All G4S officers receive life safety training as part of the pre-assignment curriculum through G4S North America Training Institute (NATI). This training can potentially cover dozens of health and safety subjects and be customized on a per-location basis. Standard pre-assignment safety training includes the following G4S courses:

- Fire Detection, Suppression and Life Safety
- Accident Prevention and Investigation
- OSHA First Responder
- Basic Emergency First Aid
- Emergency Response
- Patrol Vehicle Driving Safety

Following pre-assignment training, officers receive additional on-site safety instruction specific to each set of Post Orders. In addition, NATI and G4Su offer dozens of continuing education modules on health and safety topics.

ON-THE-JOB TRAINING

Because each security site is different and every post is unique, *on-the-job training* (OJT) is a critical component of ensuring lessons from training are applied in the field. Once on site, officers begin a customized training program, hands-on and supervised, that relates their preparation to a temporary jail facility. G4S officers will received 80 hours of on-the-job training with the City prior to working the post alone.

IN-SERVICE / REFRESHER TRAINING

Learning does not end after pre-assignment and on-the-job training. *In-service* or *refresher training* will update officers on the direction the City security program is taking, communicate changes to policies and procedures, and ensure officers understand how new policies will affect how they perform their jobs. Refresher training is delivered by G4S site supervisors or local trainers, who work with clients to determine the required subject matter. Officers will receive 24 hours of refresher training in compliance with Title 15 requirements.

TRANSITION

As your current security provider, G4S would use the time normally allotted for transitional activities to review and refresh the post orders, as well as updating any changes to the program to bring it into alignment with the new contract terms.

B. REFERENCES

Provide a list of three professional references including:

i. Name of Agency/Organization

ii. Contact Person

iii. Address

iv. Telephone

v. Fax

vi. Email

vii. Description of services provided

viii. Length of service provision

CITY OF BUENA PARK

Buena Park Police Department

Type of Facility: Type I Facility

Size: 200 hours per week, 5 officers

Contract Value: $337,971.58

Description: Includes prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15 Training, transport services.

Address: 6640 Beach Blvd, Buena Park, CA 90621

Serving Since: 2013

Contact: Lieutenant Richard Forsyth; 714-920-0919; rforsyth@bppd.com

CITY OF WHITTIER

Whittier Police Department

Type of Facility: Type I Facility

Size: 336 Hours per Week; 11 Officers

Contract Value: $410,050.52

Description: Includes prisoner custody services with Title 15 Training, prisoner booking, live scan administration, safety inspections and transportation services.

Serving Since: 2006

Contact: Lieutenant Kent Miller, 562-567-9211; kmiller@cityofwhittier.org

CITY OF BEVERLY HILLS

Beverly Hills Police Department

Type of Facility: Type I Facility

Size: 336 Hours per Week; 11 Officers

Description: G4S Custom Protection Officers provide prisoner custody services, prisoner booking, live scan administration, safety inspections, Title 15, prisoner DNA collection, Pay to Stay Program

Serving Since: 2007

Contact: Sylvia Gelfman, Records and Jail Manager

310-285-2185, sgelfman@beverlyhills.org

C. CONTRACTOR AND SUBCONTRACTOR LISTING

If applicable, submit the names, addresses, phone numbers, and applicable licenses of all firms that will provide services in conjunction with the performance of this agreement.

G4S intends to continue to self-perform all work resulting from this contract and will not be utilizing sub-contractors in any capacity.

D. ADDITIONAL INFORMATION

Respondents may provide additional information that is relevant to the proposal for consideration. Please do not include videos.

G4S OPERATIONS STRUCTURE

G4S believes that providing customer support at all levels of our organization is a key to building better security programs and stronger customer relationships. We ensure customer support is available at the local, hub, regional and corporate levels.

Through multiple support levels and methods, we ensure our customers get the right kind of help they need, with local issues receiving local attention and larger requests greater resources. Further, our support structure includes a uniform escalation and resolution process, guaranteeing that issues that require greater attention quickly receive it.

- **Local Offices**: Local support is an important feature of customer-centric organizations. To maintain the best security program for the City, our local Anaheim area office is staffed with management and operations teams and training and human resources personnel who provide close support to each local contact and security program.
- **Market Hubs**: Hub offices provide broad support and oversight within their territories. Each Hub supports several local offices and is run by a market leader who oversees their area's security operations; account support; and officer recruiting, training and development. Hub offices are staffed with experienced training and human resources managers and personnel who provide close support to local offices and G4S customers. The Anaheim office is supported by
- **Regional Offices**: Large programs with many security sites may require our regional offices to coordinate among multiple hub offices. G4S operations are divided into four U.S. regions, each with an executive vice president who leads a team of technology, human resources and operations support personnel providing oversight and assistance to our offices and customers within the region.
- **Corporate Headquarters**: G4S' Americas headquarters, located in Jupiter, Florida, provides ongoing support to our local and regional offices and customers with expertise and personnel in Technology & Systems, Health & Safety, Training, Legal, Compliance & Investigations, and Human Resources departments.

LOCAL SUPPORT

The G4S Anaheim area office will continue to provide support to the City of Westminster account. Located less than 10 miles from the jail, G4S management can be onsite immediately if the need arises.

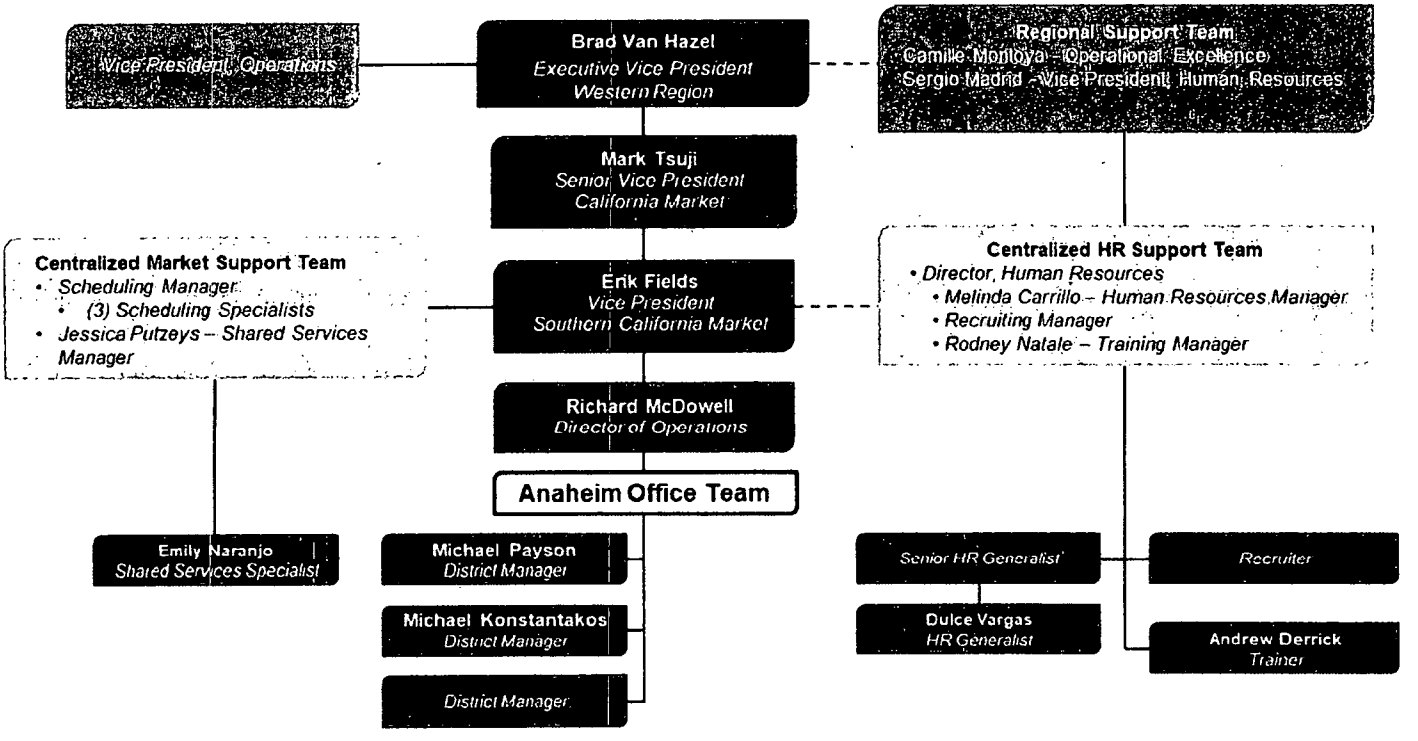
Anaheim Area Office (LAN)

Rich McDowell, Director of Operations
2300 East Katella Avenue, Suite 150
Anaheim, CA 92806
Office: (714) 939-4900
Fax: (714) 939-4914

G4S began operations in California in 1962. The Anaheim Area Office was established in the 1970's. This office employs 759 active security professionals and provides approximately 26,200 hours of security service per week.

Leadership Bio:

Director of Operations Rich McDowell leads client relations and operations in the Southern California and Anaheim area. Rich joined G4S in 2002 as a security officer. A U.S. Marine Corps veteran, he was an instructor for the USMC's Special Operations Training Group (STOG) and led troops during Operation Restore Hope in Mogadishu, Somalia. Rich is a member of the Building Owners and Managers Association (BOMA) and ASIS International.



G4S-City of Westminster Project Management Plan

To facilitate communication, we have implemented an account management plan under which G4S on-site supervisors and operational teams regularly meet with the City to discuss account activities; review and analyze performance reports; share new information, innovations and best practices; evaluate program effectiveness and approve new strategies.

PROGRAM MANAGEMENT TECHNOLOGY

G4S will continue to include an integrated software platform to the City's account, used to simplify account management, support on-duty officers and track their performance. *Secure Trax®*, a mobile-ready post management platform, improves officer effectiveness and logs performance data. *Labor Scheduling* and *Time & Attendance* streamline officer payroll and account administration while helping program supervisors plan and document post coverage.

G4S Secure Trax®

Being weighed down by administration, paperwork and clutter takes time. Administration and filing are not the primary duties of security officer. Those who can focus instead on essential functions are more effective at handling your security risks.

A mobile-ready post management platform, *Secure Trax®* enables G4S officers to perform post functions and communicate with supervisors through a suite of security applications on devices we provide. Officers assigned to the City will be equipped with Secure Trax, allowing them to record their presence on duty shifts, log tours and inspections, receive security alerts, and report incidents and observations.

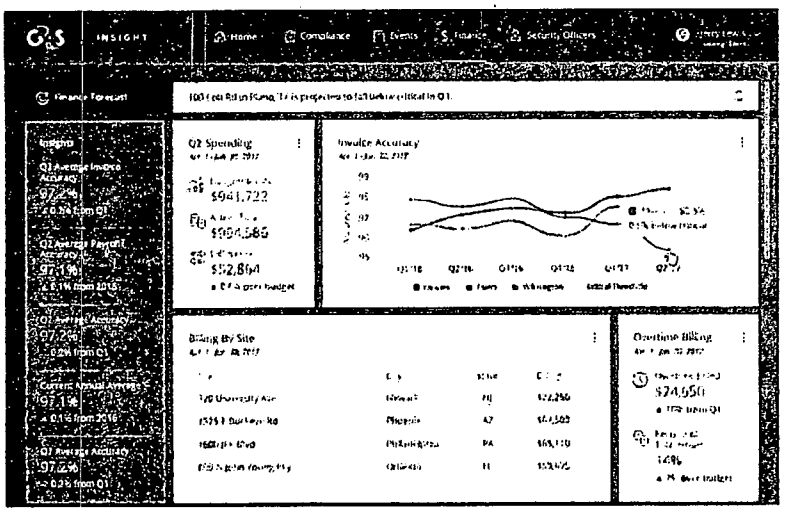
FEATURE	DESCRIPTION
Post Compliance	▪ Electronically assisted patrols prompt officers to perform specific functions at tour checkpoints ▪ Real-time GPS tracking of officer movement ▪ Geo-fence feature builds a virtual fence around security sites and notifies supervisors if officers exceed its perimeter ▪ Time and attendance logging and break management system
Safety, Security and Location Inspections	▪ Customized inspections (for example, fire extinguisher check, AED equipment check, security systems check) ▪ Creation of customized inspection templates to support internal and regulatory compliance requirements ▪ Execution of online post inspections by G4S supervisors to ensure officer compliance
Incident Capture and Notification	▪ Officers document and report security incidents as they are encountered and addressed ▪ Automated alerts sent to G4S management for all incidents ▪ Automated alerts sent to client stakeholders for client selected incident types
Multi-mode Communication	▪ Secure communication between G4S personnel ▪ Duress alarm feature allows officers to trigger silent notification requesting immediate assistance in distress situations

Table 4. Secure Trax® Post Management Features

G4S Insight

G4S Insight is a web-based portal that integrates with G4S' Secure Trax®, Time & Attendance and Labor Scheduling systems to provide customers with detailed account performance data and reporting tools.

Using G4S Insight, customers can review account activities and analyze performance measurements against previously established budgeting goals. These reports can be cross-referenced by geography, business unit or any other user-defined categories. Reports can be created, customized and formatted to customer specifications through G4S Insight or received by email upon request.



G4S Insight is a reporting tool for the City that provides data and dashboards for security program performance. Pictured: G4S Insight finance dashboard showing invoice accuracy, quarterly spending, overtime billing and billing by site.

G4S Insight will continue to provide you with the following:

- **Easier confirmation of security operations:** With access to real-time data from our officer management systems, customers can confirm security presence and officer tours and view daily activity reports and corrective actions.
- **Better performance review:** Powerful data capture and analysis tools compare accurate, up-to-date information against customer chosen KPIs, simplifying the task of measuring planned-versus-actual performance.
- **Peace of mind:** Inspection reports ensure that required compliance checks are made. Electronic notifications send alerts to specified parties when important incidents occur.

G4S INSIGHT REPORT	DESCRIPTION
Proof of Presence	Compares on-post coverage to recorded check-in data and Secure Trax®. Maps security sites and illustrates officer movement by integrating with Secure Trax geo-fence feature.
Financial Management	Tracks expenses, including budget-versus-spend, budget forecasting, invoice accuracy and overtime analysis.
Incidents	Reports security events by categories including type, location, time

G4S INSIGHT REPORT	DESCRIPTION
	or actions taken.
Operational Management	Reports on operations activities including officer inspections, corrective actions and daily activities.
Employee Engagement and Development	Supplies data on employee training, turnover, recognition and awards.
Compliance	Provides detailed safety reports based on officer inspections and safety observations (for example, fire extinguisher or AED inspection reports).

Table 5. G4S Insight Report Types

Labor Scheduling System

G4S' *Labor Scheduling System* supports our field supervisors by facilitating officer scheduling. Labor Scheduling recommends officers for duty shifts based on their experience, straight-time availability, past performance and client preference so that the best person for each post is the one we assign.

Labor Scheduling continues to provide the City with:

- **Scheduling accuracy and efficiency:** Our supervisors can easily assign posts and make adjustments while avoiding costly scheduling conflicts and overtime payments.
- **Permanence and flexibility:** Officers who consistently work the same post become more personable and productive. G4S supervisors will permanently assign officers to your site through the creation of *master schedules*. Officers who are dismissed are automatically removed from the system and blocked from future schedules.
- **Integration and automation:** Labor Scheduling integrates with G4S systems such as Time & Attendance, payroll and billing, and G4S Insight, streamlining administration and reducing the possibility of duplicate entry or data error.

Time & Attendance System

G4S' *Time & Attendance* allows officers to check into their duty shifts using Secure Trax® or other methods, including by web browser, telephone or biometric scan.

Time & Attendance provides the City with:

- **Prevention of scheduling issues:** Time & Attendance integrates with Labor Scheduling to confirm post coverage in real time. G4S supervisors are automatically notified to provide immediate resolution if check-ins are missed.
- **Post confirmation and coverage analysis:** Time & Attendance logs post coverage and requires those who miss a shift or arrive late to provide additional information. Post coverage reports are accessible to clients through G4S Insight.
- **Payroll accuracy and efficiency:** Time & Attendance integrates with our in-house account management systems and streamlines payroll and billing by eliminating data entry, error and duplication.

E. SAMPLE AGREEMENT

Carefully review the terms of the sample agreement in Attachment A and note in your proposal any terms or conditions to which you would like to propose modifications. Detail the proposed modification(s). However, please be aware that deviations from City's standard terms and conditions may result in bid rejection.

G4S has reviewed the terms of the sample agreement and provided proposed modifications, taken to align the current contract with the previously negotiated contract between the City of Westminster and G4S.

- **2.3 Method of Billing**: G4S respectfully requests the same payment terms as currently negotiated with the City.

Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within ~~forty-five (45)~~ thirty (30) *days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.*

- **4.2 Notice of Termination**: G4S requests the same termination provisions as currently agreed with the City.

The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. If termination is without, City shall give Consultant at least thirty (30) days written notice. In the event that termination is for cause, *the termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.* Consultant may terminate this Agreement with cause only if City breaches the Agreement in any material respect and fails to cure or commence to cure said breach within thirty (30) days following receipt of written notice from Consultant of any material breach and demand to cure. Should City fail to cure or reasonably commence to cure said breach within the thirty (30) day notice period, then Consultant may give a minimum ninety (90) days written notice to City that it will terminate this Agreement. Provided, however, in the event of non-payment, Consultant may terminate on thirty (30) days following a written notice of breach. Consultant may terminate this Agreement upon one hundred and twenty (120) days written notice to City in the event that the performance of Consultant's obligations under the Agreement become commercially impracticable including changes in legislative or regulatory requirements affecting the performance of the services or business factors such as changes in level or type of service required by the City that Consultant is unable to meet.

- **6.9 Indemnification and Hold Harmless**: G4S respectfully requests the indemnification and hold harmless provision currently agreed with the City.

~~*Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.*~~

To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims"), whether or not suit is actually filed, and any judgment rendered against City's elected or appointed officers, employees, or agents, including, without limitation, attorneys' fees, that may be asserted or claimed by any person, firm or entity arising out of or in connection with any claimed or actual negligent acts or omissions in the performance of the work, operations, or activities of G4S, its agents, employees, subcontractors, suppliers, or invitees.

"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind what-soever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the negligent acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.

The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals

enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

Notwithstanding the foregoing, in no event will either party be liable to the other for loss of business or profits, penalties, or special or indirect, consequential, punitive, exemplary or liquidated damages.

EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

POSITION	HOURLY WAGE	HOURLY BILL RATE	OVERTIME RATE WHEN ADDITIONAL HOURS REQUESTED BY CITY	HOURS PER WEEK	WEEKLY COST TO CITY	ANNUAL COST TO CITY
CUSTODY OFFICER	$ 22.25*	$ 37.36*	$52.30*	160	$ 5,977.60*	$ 310,835.20*
TOTAL					$ 5,977.60	$ 310,835.20

The above hourly bill rates include:

- Overtime costs incurred by Respondent for six paid holidays
- Overtime costs incurred by Respondent due to vacations, sick calls, etc.
- Background investigations
- Screening/Recruiting
- 80 hours vacation per year for each employee
- Title 15 training costs due to turnover
- Title 15 annual training
- Training in WPD policies and procedures, including 80 hours of on-site training for new hires
- Training in Respondent policies and procedures
- Uniforms
- Medical, dental, vision, and life insurance benefits
- Area supervision and account management
- Payroll taxes and insurance

*These numbers are based on a composite. Please see additional pricing notes on the following pages
Annual Cost to City is based on 52 weeks

BID FORM – Page 2 of 2

General Terms:

1. The Respondent understands and agrees that it will be bound by its proposal as expressed on this Bid Form and its attachments and the proposal submitted if Respondent is selected and subsequently approved by the City.

2. The Request for Proposal, Bid Form and its attachments, the Response to the Request for Proposal and Addenda, if any, are made a part of the proposal submitted by Respondent.

3. The Respondent understands and agrees that the City reserves the right to reject any or all proposals or waive any informality or irregularity in the proposal process as set forth in the RFP.

4. Respondents' quoted rates shall remain in effect for not less than one hundred eighty (180) days after the Open Date.

5. Exceptions:

   Any Respondent's exceptions to these terms or conditions or deviations from the written specifications shall be shown in writing and attached to bid form. However, such exceptions or deviations may result in bid rejection.

PRICING NOTES

Based on our review and our experience providing Custody Officer Services to the City of Westminster, G4S has proposed a security solution which continues to provide our quality security officer program with the utilization of our proprietary Secure Trax® platform (included in our pricing structure) to ensure the scope of work and Post Orders are adhered to above and beyond the expectations of the City.[1]

POSITION	HOURS PER WEEK	WAGE RATE	BILLING RATE	OVERTIME RATE
Custody Officer	120	$21.50	$36.15	$50.61
Supervisor	40	$24.50	$40.98	$57.37

Table 6. Position and Wage Summary

To provide a transparent view of our pricing, the following notes provide additional details on our proposed pricing structure:

GENERAL REQUIREMENTS

In order to be compliant with the California Meal and Rest Break Law, our pricing is based on an eight hour day, five days a week schedule. A female custody officer will be available 20 hours per day (in a 24-hour period) from 1000-0600 hours.

VALIDITY AND TAXES

The proposed pricing is valid for 180 days after the Open Date and does not include sales or use taxes where applicable.

The rates quoted will remain in effect for one year and shall be automatically adjusted to fully recover any change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, Union Activities, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws. In addition, these rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both.

The pricing submitted reflects G4S' calculations from its understanding of the City's current security schedules and coverage needs. If such schedules and staffing levels are not sufficient to comply with California law mandating off-duty meal periods and/or off-duty rest periods, G4S reserves the right to revise and/or increase these rates, at any time, to comply with California's requirements for off-duty meal periods and/or off-duty rest periods. These revisions may include modifying schedules, providing additional staffing/personnel, or taking other actions deemed necessary by G4S. G4S

[1] For the following pricing details, amounts shown in the specified categories are based on our assumptions and are projections used to formulate the proposed bill rates. G4S' contractual commitment will relate to the total bill rate only and not the components thereof.

agrees to use best efforts to minimize such additional costs to the extent operationally feasible while still meeting the requirements of California law.

INCUMBENT RETENTION

G4S pricing is based on retaining incumbent G4S personnel currently assigned to the City account who have the knowledge and experience of the security program, to which newly hired personnel would not be privy. From experience, we know that reducing the wage rates or hiring all new officers will cause a high rate of turnover and will not provide the consistent security program that the City has grown accustomed to. G4S would be happy to discuss this methodology with the City in further detail.

UNION NOTE

Please note that the rates quoted are based on non-union security personnel. Should our employees become represented by a union organization and we negotiate a collective bargaining agreement, then the wages and employee benefits would be adjusted accordingly, along with our bill rates.

PRE-EMPLOYMENT SCREENING

Quoted rates include the following background investigation and screening elements:

- Identity verification: Social Security trace report
- Criminal searches (based on 7-10 years of address history or in accordance with state law)
  - Statewide criminal search (where available)
  - County criminal search (when state not available or historically incomplete)
  - Multi-jurisdictional and sex offender search including OFAC SDN search (terrorist watch list)
- 7 years of activities (employment, unemployment, education)
  - Review, investigation and resolution of all gaps 90 days or longer
- Driver's license (DMV) check (annual for driving positions)
- Drug screen (10-panel)

TRAINING

The quoted rates include the following training for new-hire personnel; all officers receive annual in-service training.

- Pre-assignment Training: 48 hours
- On-the-Job Training: 80 hours
- Title 15 Initial Training: 8 hours
- Annual In-Service Training: 8 hours included

Any additional pre-assignment training requested will be direct billed at 1.33 times the straight-time pay rate.

The additional 16 hours of Title 15 Annual Training will be direct billed to the City at 1.40 times the straight-time bill rate.

HOLIDAYS

G4S recognizes the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays pay is time-and-one-half for hours worked. Holidays have been included in the bill rates.

VACATION

G4S has factored the following vacation into the bill rates:

- 2 week (80 hours) annually

Should incumbent personnel retained on the account be eligible for additional vacation, G4S will direct-bill for vacation in excess of one week at 1.33 times the straight-time pay rate, if the client approves the grandfathering of current earned benefits.

OTHER EMPLOYEE BENEFITS

The following employee benefits have also been factored into our proposed pricing:

- Sick Time: One (1) day of sick time after every four (4) months worked (24 hours annually) or paid time off as otherwise required under state law
- Comprehensive Major Medical PPO Plan administered by BlueCross BlueShield
- Dental Insurance administered by Delta Dental (optional, employee paid)
- Vision Insurance administered by Vision Service Plan (optional, employee paid)
- $10,000 Life and AD&D, after one year of service
- Standard 401(K), after one year of service
- Uniforms: No deposit required
- Standard Incentive and Recognition Awards
- Employee Assistance Program

MEDICAL INSURANCE PLAN

G4S has a clear understanding of the requirements of the Affordable Healthcare Act (ACA), and our plans provide the health coverage that our employees need and deserve.

Plans are renewed each year on November 1; if any changes in cost or changes due to legislation or the interpretation of same, we request the opportunity to revisit our rates. The costs of insurance are influenced by a multitude of factors including, but not limited to, employee participation, claims history and other factors outside of our control. These factors are universal for all employees regardless of their industry and are not G4S-specific, so any increases would be experienced with any provider.

BENEFITS ELIGIBILITY

Employees with 32 or more hours per week are eligible for the identified benefits program.

OVERTIME

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week (or more than 8 hours per day in California) or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.40 times the straight-time bill rate.

Personnel in California will be paid double time if required to work more than 12 hours per day. The corresponding bill rate for double time is 1.85 times the straight-time bill rate.

EQUIPMENT

Quoted rates include the following equipment:

- Secure Trax® enabled device
- Flashlights

Any additional equipment needed (such as radios, vehicles, PPE, etc.) can be direct-billed as incurred.

UNIFORMS

G4S will furnish each officer at a location with a complete complement of police style uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California sites receive a uniform maintenance allowance.

PERMANENT SERVICE

Quoted rates are for regular or permanent service. The following applies to short-term and disaster/emergency services:

- **Short-term service**: Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will use short-term rates of $48 per hour for unarmed requests.
- **Disaster/Emergency services**: Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues such as travel, communications, equipment and lodging in sometimes challenging environments. Because needs vary, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan developed from extensive experience in providing these services.

EXHIBIT "C"

EXHIBIT A
BID FORM – Page 1 of 2

(Must be completed by Respondent)

PROPOSED RATES

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- Criminal searches (based on 7-10 years of address history or in accordance with state law)
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  - County criminal search (when state not available or historically incomplete)
  - Multi-jurisdictional and sex offender search including OFAC SDN search (terrorist watch list)
- 7 years of activities (employment, unemployment, education)
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The additional 16 hours of Title 15 Annual Training will be direct billed to the City at 1.40 times the straight-time bill rate.

HOLIDAYS

G4S recognizes the following six (6) holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays pay is time-and-one-half for hours worked. Holidays have been included in the bill rates.

VACATION

G4S has factored the following vacation into the bill rates:

- 2 week (80 hours) annually

Should incumbent personnel retained on the account be eligible for additional vacation, G4S will direct-bill for vacation in excess of one week at 1.33 times the straight-time pay rate, if the client approves the grandfathering of current earned benefits.

OTHER EMPLOYEE BENEFITS

The following employee benefits have also been factored into our proposed pricing:

- Sick Time: One (1) day of sick time after every four (4) months worked (24 hours annually) or paid time off as otherwise required under state law
- Comprehensive Major Medical PPO Plan administered by BlueCross BlueShield
- Dental Insurance administered by Delta Dental (optional, employee paid)
- Vision Insurance administered by Vision Service Plan (optional, employee paid)
- $10,000 Life and AD&D, after one year of service
- Standard 401(K), after one year of service
- Uniforms: No deposit required
- Standard Incentive and Recognition Awards
- Employee Assistance Program

MEDICAL INSURANCE PLAN

G4S has a clear understanding of the requirements of the Affordable Healthcare Act (ACA), and our plans provide the health coverage that our employees need and deserve.

Plans are renewed each year on November 1; if any changes in cost or changes due to legislation or the interpretation of same, we request the opportunity to revisit our rates. The costs of insurance are influenced by a multitude of factors including, but not limited to, employee participation, claims history and other factors outside of our control. These factors are universal for all employees regardless of their industry and are not G4S-specific, so any increases would be experienced with any provider.

BENEFITS ELIGIBILITY

Employees with 32 or more hours per week are eligible for the identified benefits program.

OVERTIME

Quoted rates are based on a 40-hour workweek schedule. Overtime billing rates will apply when personnel are placed in an overtime posture for pay purposes as a result of scheduling over 40 hours per week (or more than 8 hours per day in California) or if additional hours are required outside the regular schedule. G4S will endeavor to use part-time personnel whenever possible to avoid overtime rates. Personnel will be paid time-and-one-half base pay rates for overtime, and the corresponding bill rate is 1.40 times the straight-time bill rate.

Personnel in California will be paid double time if required to work more than 12 hours per day. The corresponding bill rate for double time is 1.85 times the straight-time bill rate.

EQUIPMENT

Quoted rates include the following equipment:

- Secure Trax® enabled device
- Flashlights

Any additional equipment needed (such as radios, vehicles, PPE, etc.) can be direct-billed as incurred.

UNIFORMS

G4S will furnish each officer at a location with a complete complement of police style uniforms and foul weather gear. Personnel are required to maintain their uniforms in a neat and orderly manner at all times. Uniforms are provided with no payment or deposit required of the employee.

Please note that in order to comply with statutory requirements, all personnel assigned to California sites receive a uniform maintenance allowance.

PERMANENT SERVICE

Quoted rates are for regular or permanent service. The following applies to short-term and disaster/emergency services:

- **Short-term service**: Additional personnel will be provided at overtime rates for sites that have permanent coverage. For sites that have no permanent coverage, G4S will use short-term rates of $48 per hour for unarmed requests.
- **Disaster/Emergency services**: Disaster and emergency services involve the deployment of large groups of personnel and include complicated operational issues such as travel, communications, equipment and lodging in sometimes challenging environments. Because needs vary, G4S requires the mutual development of the operations plan in order to ensure the highest probability of successful deployment in the event there is a need to activate this service. G4S has a well-established and documented Disaster/Emergency Operations Plan developed from extensive experience in providing these services.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2019

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

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

PRODUCER Aon UK Ltd. 122 Leadonhall St. London EC3M	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A:** AIG Europe Limited — AA1120841
INSURED G4S PLC and/or Subsidiary Companies including but not limited to: G4S Secure Solutions (USA) Inc. 1395 University Blvd Jupiter, FL 33458	**INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 811191 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	23003214	10/1/2019	9/30/2020	EACH OCCURRENCE	$ GBP 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ GBP 5,000,000
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached Additional Remarks Schedule

CERTIFICATE HOLDER

City of Westminster
Attn: Mavic Hizon
8200 Westminster Blvd.
Westminster, CA 92683

CANCELLATION 19-20 Umbrella 811191

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon UK Limited

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AGENCY CUSTOMER ID: _____

LOC #: _____

811191

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon UK Ltd.	**NAMED INSURED** G4S PLC and/or Subsidiary Companies including but not limited to: 1395 University Blvd Jupiter, FL 33458
POLICY NUMBER	
CARRIER AIG Europe Limited / **NAIC CODE** AA1120841	**EFFECTIVE DATE:** 10/19/2019

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: Acord 25 **FORM TITLE:** Certificate of Liability Insurance

City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. The City of Westminster and its elected and appointed boards, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the Umbrella Liability policy. Umbrella Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Umbrella Liability policy. G4S Branch: LAN-01 Umbrella coverage follows form over the general liability, automobile liability and employers liability coverages. The Umbrella policy attaches at US $5M and the umbrella limit shown applies in excess of this limit. As respects to the Umbrella policy, Aon Risk Solutions (US) is generating and distributing this certificate in an administrative capacity. Aon UK LTD is the broker for the defined policy.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/25/2019

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

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

PRODUCER Willis of Florida, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : National Union Fire Insurance Company of P — 19445
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458	INSURER B : New Hampshire Insurance Company — 23841
	INSURER C : AIG Specialty Insurance Company — 26883
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W13054655 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GL 686-24-20	10/01/2019	10/01/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ Excluded $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY		Y	CA 499-32-50 (AOS)	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 017-51-5817 (AOS)	10/01/2019	10/01/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 5,000,000 $ 5,000,000 $ 5,000,000
C	E&O Professional		Y	01-826-03-61	10/01/2019	10/01/2020	Per Claim: Aggregate:	$4,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached:

CERTIFICATE HOLDER

City of Westminster
Attn: Mavic Hizon
8200 Westminster Blvd.
Westminster, CA 92683

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Florida, Inc.		G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Automobile Liability Policy:
Insurance Carrier: National Union Fire Insurance Company of Pittsburgh - NAIC Number: 19445
All Limits Apply Per Policy
Policy Numbers: CA 499-32-51 (VA) & CA 499-32-53 (MA)
Policy Term: 10/01/2019 - 10/01/2020
Combined Single Limit: $1,000,000 - Any Auto

Workers' Compensation and Employer's Liability Policies:
All Limits Apply Per Policy
Workers' Compensation and Employer's Liability policies are effective 10/01/2019 and expire 10/01/2020.

Insurance Carrier: New Hampshire Insurance Company - NAIC Number: 23841
Policy Numbers: WC 017-51-5812 & WC 017-51-5813 (MA,WI)
Applies Per Statute
E.L. EACH ACCIDENT $5,000,000
E.L. DISEASE - EACH EMPLOYEE $5,000,000
E.L. DISEASE - POLICY LIMIT $5,000,000
WC 017-51-5813 (MA,WI) Includes Stop Gap. WC 017-51-5812 applies to AZ, IL, KY, NC, NH, NJ, PA, UT, VA, and VT.

Insurance Carrier: American Home Assurance Company - NAIC Number: 19380
Policy Numbers: WC 017-51-5815 (CA)
Applies Per Statute
E.L. EACH ACCIDENT $5,000,000
E.L. DISEASE - EACH EMPLOYEE $5,000,000
E.L. DISEASE - POLICY LIMIT $5,000,000

Insurance Carrier: Illinois National Insurance Company - NAIC Number: 23817
Policy Numbers: WC 017-51-5816 (FL)
Applies Per Statute
E.L. EACH ACCIDENT $5,000,000
E.L. DISEASE - EACH EMPLOYEE $5,000,000
E.L. DISEASE - POLICY LIMIT $5,000,000

Excess Workers' Compensation and Employers Liability Policy:
Insurance Carrier: New Hampshire Insurance Company - NAIC Number: 23841
Policy Numbers: XWC 556-56-52 (OH)
Policy Term: 10/01/2019 - 10/01/2020
E.L. EACH ACCIDENT $4,900,000
E.L. DISEASE - EACH EMPLOYEE $4,900,000

City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. The City of Westminster and its elected and appointed boards, officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers Compensation policies. Professional Liability policy is claims-made. G4S Branch: LAN-01

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SR ID: 18578119 BATCH: 1383347 CERT: W13054655

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2019

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
CN122308204--crime-19-20	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Beazley Insurance Company, Inc. — 37540
INSURED G4S Secure Solutions (USA) Inc. 1395 University Blvd. Jupiter, FL 33458	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010737140-03 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Crime			V203F9190301	10/01/2019	10/01/2020	Limit:	10,000,000
							Deductible:	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: City of Westminster Security Services Agreement dated February, 11th, 2015. Location of services: 8200 Westminster Blvd. Westminster, CA 92683. G4S Branch: LAN-01

Blanket Crime Coverage includes Third Party Fidelity.

CERTIFICATE HOLDER

City of Westminster
Attn: Mavic Hizon
8200 Westminster Blvd.
Westminster, CA 92683

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

policy No. CA 499-32-50 issued to G4S Holding One, Inc.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an " accident" or " loss" if:

(1) The " accident" or " loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and

(2) The contract or agreement was entered into prior to any " accident" or " loss" .

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:
GL 686-24-20

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© Insurance Services Office, Inc., 2012

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

policy No. GL 686-24-20 issued to G4S Holding One, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

Authorized Representative or Countersignature (in States Where Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of Policy No. WC 017- 51-5817 Issued to G4S Holding One, Inc.

By NEW HAMPSHIRE INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. **PURSUANT TO THE WORKERS'COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY, OR**
2. **BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.**

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 10/01/2019 forms a part of

Policy No. CA 499-32-50 issued to G4S Holding One, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a Covered "auto".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to West Yost Associates for professional Engineering services to provide program management for the SCADA Implementation Projects. (Cost: $3,182,944) (*Action Item*)	Date:	9/22/2020

OBJECTIVE

To recommend that the City Council award a contract to West Yost Associates for professional engineering services to provide program management for the Supervisory Control And Data Acquisition (SCADA) Implementation Projects.

BACKGROUND

The City recently completed a SCADA Master Plan and American Water Works Association Cybersecurity Assessment and seeks the services of a qualified firm to provide program management services for the implementation of the SCADA Master Plan and Cybersecurity recommendations.

As anticipated in the City's long-range capital plan, the SCADA Master Plan concluded that the City's current SCADA System is obsolete and needs complete replacement, both hardware and software, with the exception of the fiber optic communication conduit. The SCADA Master Plan project portfolio consists of 22 projects to be implemented over a 5-year period with an overall estimated budget of $7.8 million, which includes design and construction. The project management/design component has a project cost of $3,182,944. The projects are categorized into Foundational and Global Improvement Projects, High Priority Projects, Medium Priority Projects, and Low Priority Projects.

The Program Manager will provide services to support overall implementation of all the projects as defined in the Master Plan which includes:

1. Control Strategy Development
2. Detailed Design

3. Bidding Support
4. Construction Management/Inspection
5. Program Management
6. Policy and Procedure Development
7. Programming and Configuration
8. Startup Support

DISCUSSION

Staff requested proposals from four (4) firms to provide professional engineering services. Only two (2) consultants submitted proposals. A panel of three members rated the submitted proposals on the basis of qualifications without considering cost. Based on evaluation results, West Yost Associates was rated highest in qualifications and its ability to provide professional engineering services for this project. The following is a summary of the ratings with the highest total being the most qualified:

	West Yost	**CDM Smith**
Rater A	165.5	163.5
Rater B	168.0	161.5
Rater C	183.5	181.5
Totals	517.0	506.5

Upon selection of the most qualified firm, Water Services Staff interviewed West Yost Associates and negotiated an agreement for services.

FINANCIAL IMPACT

The cost of this project is $3,182,944 for the project management/design component and will be financed with Water Funds, as projected in the City's long-range capital plan. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to West Yost Associates for the professional engineering services to provide program management for the SCADA Implementation Projects, in the amount of $3,182,944; and

- Authorize the City Manager to execute the agreement on behalf of the City, and make minor modifications as appropriate thereto.

By: Rebecca Li, Sr. Civil Engineer

ATTACHMENTS:

Description	**Upload Date**	**Type**	**File Name**

Contract	9/9/2020	Agreement	ConsltAgmt-City_WestYost_SCADA.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into, to be effective the 22 day of September, 2020, by and between the CITY OF GARDEN GROVE, a municipal corporation, hereinafter referred to as "City," and West Yost Associates, a California Corporation, hereinafter referred to as "Consultant." City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, City has determined that there is a need for Professional Engineering Services to provide program management for the SCADA Implementation Projects (the “Project”);

WHEREAS, City desires to retain Consultant to provide such services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education, and expertise to perform the professional services required by this Agreement and has agreed to provide such services.

NOW, THEREFORE, in consideration of the promises and mutual benefits which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

AGREEMENT

I. SCOPE OF WORK

City agrees to retain Consultant, and Consultant agrees to perform the services set forth in the Scope of Services described in Exhibit “A”, attached hereto and by reference made a part of this Agreement (hereinafter the “Services”). Consultant agrees that its provision of Services under this Agreement shall be within accepted standards within the profession, and its specialized services shall be in accordance with customary and usual practices in Consultant's profession. By executing this Agreement, Consultant represents that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this Agreement.

II. TERM

This Agreement shall be effective as of the date first set forth above. This Agreement shall commence upon the effective date of this Agreement, and shall remain and continue in effect until tasks described herein are completed unless otherwise terminated prior to this date pursuant to the provisions of this Agreement.

III. FEES

A. Accounting Records

Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Upon request of City, Consultant shall provide City with all records pertaining to this Agreement.

B. Total Payment

The Parties agree that Consultant shall bill for the Services provided by Consultant to City on an hourly basis and in accordance with the charges and fee schedule attached as Exhibit "B," except as otherwise set forth herein, provided compensation under this Agreement shall not exceed $3,182,944.

C. Monthly Payment

1. City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment, as set forth in Exhibit "B," attached hereto based upon actual time spent providing the services outlined in this Agreement. Consultant shall submit to City monthly or periodic statements requesting payment. Such requests shall be based upon the amount and value of the Services performed by Consultant under this Agreement and shall be prepared by Consultant and accompanied by such reporting data including a detailed breakdown of all costs incurred and tasks performed during the period covered by the statement, as may be required by City. City shall use reasonable efforts to make payment to Consultant within forty-five (45) days after the date of the invoice or as soon thereafter as reasonably practicable. If City determines that the approved written Scope of Work under this Agreement or any specified task hereunder is incomplete, the City Manager, or his or her designee, shall notify Consultant and may withhold the payment amount for the unfinished work accordingly.

2. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager.

IV. TERMINATION

City may terminate this Agreement for its convenience at any time, with or without cause, in whole or in part, upon giving Consultant thirty (30) days written notice. Upon said notice, City shall pay Consultant its allowable costs incurred to date of termination and those allowable costs determined by City to be reasonably necessary to effect such termination. Upon receipt of said notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If City terminates a portion of this Agreement, such termination shall not make void or invalidate the remainder of this Agreement. Thereafter, Consultant shall have no further claims against City under this Agreement. Upon termination of the Agreement pursuant to this Section, Consultant will submit an invoice to City pursuant to Section 3. Consultant may terminate this Agreement, with or without cause, upon thirty (30) days written notice to City.

V. DEFAULT OF CONSULTANT

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event Consultant is in default, except as provided for in Section XXI, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate the Agreement immediately upon written notice to Consultant.

B. If the City Manager, or his/her designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall notify Consultant in writing of such default. Consultant shall have ten (10) days to cure the default by rendering a satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity or under this Agreement. Consultant shall be liable for any and all reasonable costs incurred by City as a result of such default including, but not limited to, reprocurement costs of the same or similar services defaulted by Consultant under this Agreement.

VI. LEGAL RELATIONSHIP BETWEEN THE PARTIES

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set

forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents for injury or sickness arising out of performing Services hereunder. If for any reason, any court or governmental agency determines that City has financial obligations, other than pursuant to Section III herein, of any nature related to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

VII. MODIFICATIONS AND AMENDMENTS TO AGREEMENT

No modification or amendment of this Agreement or any of the provisions hereof shall be effective for any purpose unless set forth in writing signed by duly authorized representatives of both Parties.

VIII. ASSIGNMENTS AND SUBCONTRACTING

The experience, knowledge, capability, and reputation of Consultant, its principals and employees were a substantial inducement for City to enter into this Agreement. Consultant may not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written approval of City. Except as otherwise expressly provided in the Scope of Services (Exhibit "A"), Consultant shall not contract with any other person or entity to perform the Services required without written approval of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. City will deal directly with and will make all payments to Consultant as provided for in Section III.

IX. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

X. THIRD PARTY BENEFICIARY

Except as may be specifically provided for herein, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as third-party beneficiary or otherwise, upon any entity or person not a party hereto.

XI. INSURANCE

A. Insurance Required

Consultant shall procure and maintain the insurance described herein for the duration of this Agreement, or as otherwise specified herein, against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by a reputable insurance company in good standing with the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. City will require Consultant to substitute any insurer whose rating drops below the levels specified herein. Such substitution shall occur within twenty (20) days of written notice to Consultant by City.

Consultant shall provide to City certificates of insurance in a form acceptable to City indicating the deductible or self-retention amounts and the expiration date of the policy, and shall provide renewal certificates not less than ten (10) days prior to the expiration of each policy term. The certificates of insurance shall specifically identify this Agreement and shall contain express conditions that City is to be given at least thirty (30) days advance written notice of any material modification in or termination of insurance. Such insurance shall be primary to and not contributing with any other insurance maintained by City of Garden Grove and/or its respective councilmembers, officers, officials, employees, agents, and volunteers. The insurance shall name the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers as additional insureds by endorsement to the insurance policies. Except as expressly authorized herein, all insurance shall be on an occurrence basis.

1. Errors and Omissions Insurance

Consultant shall maintain in full force and effect throughout the term of this Agreement, standard industry form professional negligence errors and omissions insurance coverage in an amount of not less than One Million Dollars ($1,000,000.00) per claim or per occurrence and Two Million Dollars ($2,000,000.00) aggregate, in accordance with the provisions of this Section. If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the

prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall be obtained for the required period to ensure coverage for the prior acts of Consultant during the course of performing the Services under the terms of this Agreement.

2. Workers' Compensation

Consultant shall obtain and maintain, during the term of this Agreement, Workers' Compensation Employer's Liability Insurance in the statutory amount as required by state law. Such worker's compensation insurance shall be endorsed to provide for a waiver of subrogation against City of Garden Grove, its respective councilmembers, officers, officials, agents, employees, and volunteers.

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability:

$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

2. Automobile Liability:

$1,000,000 per accident for bodily injury combined single limit. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

3. *Employer Liability:*

$1,000,000 per accident for bodily injury or disease. (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Garden Grove, and its councilmembers, officials, officers, employees, agents and volunteers, or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses, or Consultant shall otherwise provide an alternative satisfactory to the Risk Manager.

D. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Garden Grove and its respective councilmembers, officers, officials, employees, agents and volunteers are to be covered as insureds with respect to: liability arising out of activities and work performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned occupied or used by Consultant; and automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Garden Grove Sanitary District, the City of Garden Grove, the Garden Grove Agency for Community Development and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

2. For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects the City and its councilmembers, officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by Garden Grove Sanitary District, the City of Garden Grove, and their respective councilmembers, board members, officers, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties shall not affect coverage provided to the City of Garden Grove and its respective councilmembers, board members, officers, officials, employees, agents, and volunteers.

4. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been provided to City.

6. Consultant agrees to ensure that subcontractors, and any other parties involved with the project who are brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

E. Verification of Coverage

Consultant shall furnish City with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences.

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

XII. INDEMNITY

A. Indemnification

To the fullest extent permitted by law including California Civil Code 2782.8, Consultant shall indemnify, protect and hold harmless the City of Garden Grove and its respective councilmembers, officers, officials, employees, agents, and volunteers, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liability, claims, judgments, costs, and demands (collectively, "Claims"), including Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which to the extent Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's negligent, reckless performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Consultant's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City of Garden Grove and its councilmembers, officers, directors, officials, employees, or agents.

Consultant's liability for indemnification hereunder is in addition to any liability Consultant may have to City for a breach by Consultant of any of the provisions

of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

XIII. COMPLIANCE WITH LAW

A. Consultant certifies by the execution of this Agreement the following: that it pays employees not less than the minimum wage as defined by law and that it does not discriminate in its employment with regard to race, color, religion, sex, age, marital status, ancestry, or national origin; that Consultant is in compliance with all federal and state laws, local directives, and executive orders regarding non-discrimination in employment; and that Consultant agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

B. Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such applicable laws and regulations. The City of Garden Grove and its respective councilmembers, officers, employees, and agents shall not be liable at law or in equity for Consultant's failure to comply with such laws and regulations.

XIV. LICENSES AND QUALIFICATIONS

Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval, which is legally required for Consultant to perform Services under this Agreement.

XV. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

A. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors shall not without written authorization from the City Manager or unless requested by City's Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to any project or property location within City. Response to a subpoena or court order shall not be considered "voluntary" for the purposes of this Section, provided Consultant gives City proper notice of such subpoena or court order. Consultant shall properly notify City of any summons, complaints, subpoenas, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery requests received by Consultant, its officers, employees, agents or subcontractors, related to Services performed pursuant to this Agreement. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding, the cost of which shall be borne by City. Consultant agrees to cooperate fully with City and to provide City with an opportunity to review and respond to discovery requests provided by Consultant, arising out of Services performed pursuant to this Agreement. However, City's right to review any such request or response does not imply or mean City has the right to control, direct, write or rewrite said response.

B. The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Consultant agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

XVI. INTERPRETED UNDER LAWS OF THE STATE OF CALIFORNIA

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. Venue for any litigation concerning this Agreement shall be in the Superior Court for the County of Orange, California.

XVII. ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees,

costs, and necessary disbursements in addition to any other relief to which they may be entitled.

XVIII. WAIVER

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

XIX. NOTICES

All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by electronic transmission, and shall be deemed received upon the earlier of: (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) three (3) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by electronic transmission. Any notice, request, demand, direction, or other communication sent by electronic transmission must be confirmed within forty-eight (48) hours by letter mailed or delivered. Notices or other communications shall be addressed as follows:

To City:	City of Garden Grove 13802 Newhope Street Garden Grove, CA 92843 Attention: Senior Civil Engineer
To Consultant:	West Yost Associates 2020 Research Park Drive, Suite 100 Davis, CA 95618 Attention: Charles Duncan

Either Party may, by written notice to the other, designate a different address, which shall be substituted for that specified above.

XX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements, representations, and understandings, if

any, made by or among the parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both parties hereto, or their respective successors, assigns, or grantees.

XXI. FORCE MAJEURE

If either party shall be delayed or prevented from the performance of any service under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, restrictive governmental laws or regulations or other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act shall be excused for the period of delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

XXII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence of this Agreement with respect to the deadlines set forth herein.

XXIII. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the reminder of that provision, or the remaining provisions of this Agreement.

XXIV. PROHIBITED INTERESTS

Consultant covenants that, for the term of this Agreement, no Board Member, official, officer or employee of City during his/her tenure in office/employment, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant warrants that it has not given or paid and will not give or pay any third party money or other consideration for obtaining this Agreement.

XXV. SCOPE CHANGES

In the event of a change in the scope of the proposed project, as requested by City, the Parties hereto shall execute an addendum to this Agreement, setting forth, with particularity, all terms of the new Agreement, including but not limited to any additional Consultant's fees.

XXVI. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City or City of Garden Grove shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

XXVII. AGREEMENT EXECUTION AUTHORIZATION

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this Agreement.

XXVIII. RECITALS

The Recitals above are hereby incorporated into this section as though fully set forth herein and each party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

IN WITNESS WHEREOF, this Agreement has been executed in the name of City, by its officers thereunto duly authorized, and Consultant as of the day and year first above written.

CITY OF GARDEN GROVE

By:_____
Scott C. Stiles
City Manager

ATTEST:

By:_____
Teresa Pomeroy
City Clerk

West Yost Associates

By: _____

Name: Charles T. Duncan

Tittle: President

By: _____

Name: John D. Goodwin

Title: Assistant Treasurer

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

APPROVED AS TO FORM:

Woodruff, Spradlin & Smart

By: _____

City of Garden Grove
City Attorney

RESOLUTIONS ADOPTED BY
UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WEST YOST & ASSOCIATES, INC.

The undersigned, being all of the directors of WEST YOST & ASSOCIATES, INC., a California corporation, do by this writing, consent to take the following action and adopt the following resolution attached hereto, effective May 28, 2020.

We direct that this Consent be filed with the Minutes of the proceedings of the Board of Directors of the Corporation.

This Consent is executed pursuant to applicable law and the Bylaws of this Corporation which authorize the taking of action by the Board of Directors by unanimous written consent without a meeting. This Consent may be executed in counterparts.

Ellen M Cross
ELLEN CROSS

Elizabeth Drayer
ELIZABETH T. DRAYER

John D. Goodwin
JOHN D. GOODWIN

Jeffrey D. Pelz
JEFFREY D. PELZ

Richard E Johnson
RICHARD JOHNSON

Lindsay Smith
LINDSAY SMITH

Robert B Ward
ROBERT B. WARD

RESOLUTIONS ADOPTED BY THE BOARD OF DIRECTORS
OF WEST YOST & ASSOCIATES, INC.

RESOLVED, that Charles Duncan, Elizabeth T. Drayer, Greg K. Chung, John D. Goodwin, Jeffrey D. Pelz, Lindsay Smith, and Robert B. Ward are authorized to execute all contracts, instruments, and agreements on behalf of the Corporation, and that any such duly executed contract, instrument or agreement shall be a valid and binding obligation of the Corporation;

RESOLVED FURTHER, that any of the foregoing individuals is authorized to act as a second signatory to any such contracts, instruments, and agreements on behalf of the Corporation;

RESOLVED FURTHER, that each such officer of the Corporation is authorized to execute any other documents or instrument necessary to implement the resolutions adopted by the Board of Directors of this Corporation.

EXHIBIT A

SCOPE OF SERVICES

August 25, 2020 SENT VIA: EMAIL

Rebecca Li, PE
Senior Civil Engineer
City of Garden Grove
13802 Newhope Street
Garden Grove, CA 92843

SUBJECT: Request for Proposal – City of Garden Grove – SCADA Program Manager Services

Dear Ms. Li:

The purpose of this letter proposal is to provide the City of Garden Grove with a proposed Scope of Services, Budget and Schedule for the SCADA Program Manager Services.

SCOPE OF SERVICES

The following describes each of the key tasks necessary to perform this proposed Scope of Services.

Task 1. Foundational Projects

Task 1.1 – Project/Program Management

The objective of project management activities is to track work progress and expenditures using proactive communications, quality assurance and quality control to keep the project on schedule and budget.

Project Management Work Activities

- Kickoff Meeting – West Yost will prepare for and coordinate a kickoff meeting to initiate the SCADA Master Plan Implementation Project. This meeting will be conducted at a City designated location, with attendance from key City Leadership.

6 Venture, Suite 290, Irvine, CA 92618 | Phone 949.517.9060 | Fax 949.517.9090 | westyost.com

- Progress Meetings – Bi-weekly (or as needed) conference calls and/or in-person meetings will be held to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and action items. Meeting minutes will be provided for each progress call.
- Invoices and Progress Reports – Monthly Invoices and Progress Reports will be provided.
- Quality Control – Internal quality assurance and quality control will be performed for each of the project deliverables prior to final submission to City.
- Data Sharing – West Yost will coordinate with City technical staff to provide a secure site for sensitive document exchange. West Yost preference is for City to host the site and retain control of all documents.
- Project Closeout – West Yost will conduct final project closeout activities, including final document delivery and final progress report.

Through the program management task, West Yost will oversee the overall execution of the project. Activities associated with this task include handling day-to-day coordination between stakeholders, ensuring the various projects recommended through the SCADA Master Plan are implemented consistently, ensuring standards are being adhered to and updated accordingly, and ensuring the overall portfolio of projects is completed on budget and according to the project schedule.

Project Management Work Activities

- Coordination Between Stakeholders – West Yost will coordinate with City Engineering and Operations. Coordination with Operations is critical in taking any sites offline and bringing any sites online.
- Program Budget – West Yost will manage the budget for the overall program, including reviewing change orders, project overages, and assuring the overall project is executed within the allocated budget.
- Maintaining and Updating Standards – West Yost will maintain, enforce, and update all PLC programming standards, tagging standards, HMI graphics standards, and drawing standards.
- Managing Coordination Between Contractors – Since each task (Foundational, High Priority, Medium Priority, Low Priority) can be issued either as a single project or as multiple projects, West Yost will manage all coordination between multiple contractors executing work potentially simultaneously. West Yost will ensure consistent implementation of work and standards.

- Documentation/Turnover of Systems to Operations – As construction at each site is completed, West Yost will manage all documentation of new systems and turning over new systems to City Operations staff.
- Coordination of Training – West Yost will coordinate all required training for IT staff, OT staff, and Operations staff.

Assumptions

- City Project Manager will attend bi-weekly progress meetings.

Project/Program Management Deliverables

- Kickoff meeting agendas and minutes
- Bi-Weekly meeting minutes
- Monthly project status reports and invoices
- Documentation of City standards

Task 1.2 – Engineering/Design

The Foundational Projects lay the groundwork for the High, Medium, and Low Priority Projects. The Foundational Projects consist of the following: Foundational Improvements, Global Pressure Monitoring Improvements, Global Flow Monitoring Improvements, Policies and Procedures Development, and Security Improvements.

Task 1.2.1 – Foundational Improvements

The Foundational Improvements Project will be executed in three phases:

1. Hardware, Software and Network Design
    a. Scope of work for this phase will consist of:
        i. Completing a network design including all sites leveraging the existing fiber optic network cabling installed previously. Design will include Layer 2 and Layer 3 elements to provide network segmentation, traffic flow control and SCADA DMZ based on NIST 800-82 guidelines. The network design criteria will focus on availability, standardization and security. The design will also include future requirements for the network such as access control and video monitoring. Network design will include capability for communications with gas driven engine controllers (Murphy, Waukesha) to migrate from serial to Ethernet communications.
        ii. Design of computer hardware to replace obsolete computer systems. Includes servers, workstations and Operator Interface Terminal (OIT)

hardware, location of server infrastructure and implementation of virtualization platform.

iii. Design HMI architecture for software migration from Wonderware (Aveva) to Inductive Automation (Ignition) including alarm dialing functionality.

2. SCADA Standardization

   a. Scope of work for this phase will consist of:

      i. Development of SCADA Standards for consistency to be implemented with the overall SCADA system improvements. Standards will apply to the following areas:

         1. HMI Graphics Conventions
         2. HMI Database Conventions
         3. Derived Function Block (DFBs) Standards
         4. Tag Conventions
         5. Reporting
         6. Alarm Management
         7. Version Control

      ii. The Hardware, Software and Network Design outcomes from the previous phase of this project will be incorporated into the City SCADA Standard.

3. Global Operations Improvements

      i. This phase will consist of design and implementation of the core SCADA system functionality which will provide overall control and system coordination between all facilities.

      ii. This phase will establish the core communication and control methods for subsequent project sites as they are brought online.

      iii. Key elements of this project include:

         1. Design coordination with PFAS/PFOA project.
         2. Development of as-is and to-be overall operational strategies.
         3. Design and implementation of redundant Global Controllers (located at City Yard and at City Hall).
         4. Design and implementation of global SCADA programming and screens.

Assumptions

- City to purchase all core servers, networking equipment, and PLCs. City to turn over purchased equipment to contractor for installation.

Foundational Improvements Deliverables

- As-is and to-be operational strategies
- Design drawings for the network and hardware/software infrastructure.
- Specifications
- SCADA Standards
- Global HMI screens
- Global PLC programs

Task 1.2.2 – Global Pressure Monitoring Improvements

The City has five locations throughout the distribution system where pressure is recorded using a pressure chart recorder. At each site, this project will install a new pressure transmitter, design and build a new control panel (including communications with the new Global SCADA system), provide programming, configuration, installation and start-up services.

Global Pressure Monitoring Improvements Deliverables

- Design drawings
- Specifications
- PLC programming, as required

Task 1.2.4 – Policies and Procedure Development

This project will begin with a comprehensive review the City's existing IT security policies and procedures to determine which required policies are in existence and which policies need to be updated and/or created. Existing policies should cover the following areas:

1. General
2. Governance and Risk Management
3. Business Continuity and Disaster Recovery
4. Server and Workstation Hardening
5. Access Control
6. Application Security
7. Encryption
8. Data Security
9. Telecommunication, Network Security, and Architecture
10. Physical Security
11. Service Level Agreements
12. Operations Security (OPSEC)

13. Personnel Security

A policies and procedures workshop will be conducted to review roles and responsibilities for IT and OT system personnel within each respective policy area identified above. Following the workshop, work will commence on updating/creating required policies.

Once policies are developed, a policies review workshop will be conducted with City staff to review the policies and gather comments and feedback. Comments and feedback will be incorporated prior to development of procedures.

Once development of procedures is complete, a procedures review workshop will be conducted with City staff to review the procedures and gather comments and feedback. Comments and feedback will be incorporated prior to final submittal of policies and procedures to the City.

Policies and Procedure Development Deliverables

- Comprehensive portfolio of policies and procedures.

Task 1.2.5 – Security Improvements Project

The Security Improvements Project will be executed in two phases:

1. Security Surveillance Design
   a. This phase will consist of finalizing selection of security and surveillance equipment and equipment locations. The design will utilize any existing City Security and SCADA Network Designs.
2. Installation and Configuration
   a. This phase will consist of procurement, installation, and configuration of security equipment selected in Phase 1 of this project.

Security Improvements Project Deliverables

- Design drawings
- Specifications

Task 1.3 – Bidding Services

During the bidding period, West Yost will assist the City by answering questions from bidders, preparing addendums, reviewing bids, making recommendations for awards of the construction contract, and preparation of conformed construction documents.

Work Activities

This task will involve assisting the City as required during the bid phase of the Project. Bidding Services tasks consist of the following:

1. Lead the pre-bid meeting, including development of meeting materials, coordination, and development and distribution of meeting minutes to the City. The City will distribute meeting minutes to meeting attendees.
2. Respond to bidder's inquiries during the bidding process. Responses will be closely coordinated with City staff.
3. If it becomes necessary, the design team will develop addenda that may be needed to document responses to bidders' inquiries.
4. Review bids and make a recommendation to award the contract.
5. Preparation of conformed design drawings and technical specifications that incorporate changes made by addenda during the bidding period.

Assumptions

- No pre-bid contractor outreach is included in this scope.
- There will be one pre-bid meeting, led by West Yost staff.
- West Yost will respond to 10 questions from bidders during the bid period.
- West Yost will prepare up to three addenda and deliver to the City.
- The City will distribute contract documents and addendums.

Bidding Services Deliverables

- Pre-bid Meeting materials and meeting minutes.
- Addenda drawings and specifications.
- Conformed drawings and specifications.

Task 1.4 – Construction Management/Inspection

West Yost will provide full construction management, program management, and inspection services. Typical tasks associated with this task include ensuring site safety at all times, correspondence and document control, progress meetings, coordination with Operations staff, responding to Requests for Information (RFIs), reviewing submittals, construction schedule management, managing construction costs, managing change orders, quality control and inspections, reviewing payments to contractors and vendors, management of as-built drawing sets, monthly status reports, and final project closeout tasks.

Construction Administration Work Activities

1. Pre-Construction Conference / NTP – West Yost will attend the preconstruction conference conducted by the City. Open items will be carried over to the first Progress Meeting.
2. Site Safety – West Yost will provide safety related equipment to its project staff such as hard hats, safety vests, safety glasses, gloves, ear protection, etc. West Yost will conduct bi-weekly safety meetings with its field staff and report any incidents to the City if they occur. West Yost will also monitor the safety program and practices of the Contractor to confirm that they are providing a safe work site for our staff members as well as those of the City. Safety will be the first item on our standing Progress Meeting agenda. If any unsafe acts or potential unsafe situations are found during our inspections or general observations of the work, we will immediately notify the Contractor to take action. Any incidents that occur will be followed up with the Contractor after receipt of their incident report. The report will be shared with the City and maintained in the document control system (DCS) in a safety incident log.
3. Correspondence / Document Control – West Yost will be the point of contact for all matters related to the administration of the construction contract with the Contractor selected for the project. All correspondence in and out related to the project will be through the West Yost CM. This includes maintaining the project records in a web-based document control system (DCS) – Procore. West Yost will provide training to the City, designer, and the Contractor for their use of the DCS.
4. Monthly Management Meetings – West Yost will arrange and conduct monthly management meetings with the City to review the overall status of the project. Logs, progress schedule, potential change orders, safety reports, coordination items, and project issues will be reviewed with the intent to keep the City informed and to develop strategies for resolving construction or contractual issues.
5. Progress / Coordination Meetings – West Yost will prepare agendas, conduct the bi-weekly progress meetings with the Contractor, design team, City staff, and other members of the project team to review overall progress, coordination, and

communication related to safety, submittals, RFIs, changes, progress payments, coordination with Operations, progress schedules, and quality. If other special meetings are necessary, West Yost will conduct and collect summaries of the discussions. Open items will be tracked to completion. The meetings will be documented in the DCS.

6. Construction Coordination with Plant Operations – West Yost will arrange, conduct, and document daily coordination meetings with the designated staff member of the City's operations department. The meeting will also be attended by a representative of the Contractor. The purpose is to convey what will be occurring that day by the Contractor and to confirm that these activities will minimize the impact to operations and maintenance activities. A simple report (email) will be issued by West Yost that summarizes the discussions and include a brief summary of the planned work by both parties (Contractor and the City). Included in this scope will be to utilize the Plant Access Request (PAR) procedure that will identify upcoming activities that will impact operations. The PARs will be a running agenda item on the weekly progress meetings to confirm that we are planning the work and are addressing the potential impacts before the work starts.
7. RFIs – West Yost will receive all RFIs generated and issued by the Contractor. RFIs will be upload into the DCS for response by the design team. If the response appears to have changed the contract scope, quality, or time a potential change order (PCO) number will be assigned and used to track its resolution to closeout. Logs will be generated and be discussed during the weekly meetings.
8. Submittals – West Yost will receive all shop drawings, product data, certifications, work plans, schedules, etc. that are typically required of construction contracts and will upload them into the DCS. The submittals that are related to the design shall be forwarded to the design team for their review and comment. We will input the review comments into the DCS and formally return the submittal to the Contractor. Logs will be maintained showing submittals in for review, submittals that have been returned with Amend and Resubmit status, and submittals not yet transmitted by the Contractor. Construction related submittals such as work plans, corporate safety plans, site-specific safety plans, etc. will be reviewed by West Yost with the submittal and comments transmitted to the design team for their records.
9. Schedule Management – West Yost will review the Contractor's recommendations to modify the baseline schedule and monthly updates to confirm that depiction of the schedules meets the contract scheduling requirements and is adequately updated each month with correct progress, adjustments, changes, and summaries. If there are challenges/delays in obtaining an acceptable schedule from the Contractor, West Yost will recommend that an appropriately valued withhold to subsequent progress payments applied to motivate the Contractor in corrective action. If during tracking of performance the schedule appears to be slipping behind, a Recovery Schedule will

be requested from the Contractor and as part of this issue will be determining the responsible party for the delay. Included in this scope will be the preparation and issuance of the Weekly Statement of Working Days report that identifies the conditions of each day's work, weather or other impacts beyond the control of the Contractor and any time extensions that were authorized in a change order or from weather impacts.

10. Cost Control – West Yost will track progress payments, PCOs, executed Change Orders, change order requests from the Contractor, and claims/disputes/issues. A comparison of the amount paid as a percentage of the total contract amount and the amount of time expended will be used to assess if the project is progressing adequately from an earned value perspective. A tracking log will be developed and maintained to track all change order items and potential changes and issues that will be used to inform the City of its potential exposure to any and all issues. This will be presented in the Monthly Report and in Monthly Meetings with the City.
11. Change Orders – West Yost will manage the change order process by initiating PCOs from RFI responses, submittal review comments, or change order requests from the Contractor. West Yost will determine if the item has merit for entitlement. Items in value of less than five thousand dollars will be evaluated for merit and approved by West Yost. Items in value equal to five thousand dollars and over will not only be reviewed by West Yost but also reviewed with the City to obtain their concurrence that the item is valid. Quotes will be obtained from the Contractor for each PCO. If the work is necessary, negotiations will occur to obtain a fair price for the work. If a price cannot be reached, or there is no time to negotiate a fair price, we will direct the work to proceed – time & materials. A final price will be summarized and agreed. West Yost will prepare formal change orders per City internal procedures. Once fully agreed the costs will be included in the Contractor's schedule of values and West Yost will confirm the correct percent complete on which to authorize payment during each progress payment request submitted by the Contractor.
12. Dispute Resolution – West Yost will lead the effort in resolving disputes with the Contractor. The resolution process will involve a detailed review and summary of the contract wording and presentation to ascertain a fair interpretation of the contract requirements to the City. After review with the City of the findings, a meeting will be held with the Contractor to present the findings and to hear their position. If an equitable agreement cannot be made, we will direct the Contractor to follow the guidelines in the front-end documents in filing a claim and then follow the requirements of the contract in resolving disputes.
13. Quality Control / Inspection – West Yost will provide the day-to-day quality assurance inspection of the Contractor's performance of the work. This will include confirming compliance with the contract plans, specs, approved submittals, applicable RFI responses, and approved change orders. If work is observed or tested to not be in

compliance with the contract, a verbal notice followed by a Non-Compliance Notice (NCN) will be issued to the Contractor. If an NCN is issued a corresponding payment value will be withheld on the monthly progress payment until the issue is satisfactorily resolved. Daily inspection reports will be written and kept in the DCS. The reports will contain a brief summary of the work performed, important discussions needing to be documented, and photos of the work performed. The overall quality requirements of the contract will be emphasized to the Contractor with pre-activity quality control meetings where we will review the planned work, contract requirements, submittals, RFIs, and change orders to confirm everyone understands what will be built and how it will be built. Also, the Contractor will be asked to explain their means and methods (M&Ms) so the group can ascertain whether the required quality can be achieved with those M&Ms.

14. Permit / Environmental Compliance – West Yost will maintain a permit inventory and tracking log that will monitor compliance with each permit applicable to the construction project. Any reporting required by the permit will be prepared and transmitted to the permitting agency via email.
15. Progress Payments – West Yost will review the updated/statused Schedule of Values (SOV), compare the statused amounts identified by the Contractor and either accept the value assigned or negotiate a different amount. A summary document will be prepared and signed off by the West Yost CM and the Contractor certifying the amount due. The payment request will be transmitted to the City for approval, processing and payment. West Yost will track payment to the Contractor to demonstrate compliance with the payment processing times per the public contract code. Included in this task will be to confirm that the Contractor has submitted the certified payroll reports to the City.
16. As-Built Record Drawings – Each month as part of the progress payment approval process, West Yost will review the Contractor's efforts in maintaining a record set of as-built drawings and specifications. Notations such as RFI responses, clarifications, and change orders will be checked. If there are important components that may be difficult to locate once buried or cast in concrete, rough measurements will be used to approximate the location and be reflected on the as-built drawings. The review will occur each month and progress payments may be withheld until the record drawings are maintained to an acceptable level. At project closeout, the Contractor will transmit their as-built record drawings to West Yost. West Yost will review these updated plans and compare them with our version of the as-built conditions.
17. Monthly Status Reports – West Yost will prepare monthly status reports to communicate to the City, design team, and outside agencies (if necessary) the progress of the work. The reporting will predominantly be through job-site photos and captions. Additional information will include project issues and tracking of special or

contentious items. The monthly report will include information on schedule adherence, cost management, project issues, and the status of the CM contract.

18. Testing, Startup, and Commissioning – During the construction phase of the project, West Yost will conduct weekly startup meetings to review performance related to actual testing, submittals and approvals, training, and issues found during the testing and startup activities. Testing, startup, and commissioning activities will be witnessed by West Yost's resident engineer. West Yost will also provide onsite PLC programming, HMI configuration, and network setup/configuration support services. When appropriate, City Operations, OT, and IT staff will be integrated with the activities so that when the operation of the new systems are transferred to their control, the transition will be seamless.

Construction Administration Deliverables

- Safety Incident Log
- Progress/Coordination Meeting agendas and meeting minutes
- Daily Coordination with Operations Report
- RFI Responses
- Submittal Responses
- SOV Summary Document
- As-Built Record Drawings
- Monthly Status Report

Closeout Phase Work Activities

1. Punchlist and Final Walk Through – West Yost will arrange a final inspection once the Contractor has submitted a request for final inspection. The inspection will create a final punchlist of work items remaining to be completed. The punchlist will be transmitted to the Contractor. The remainder of the contract will be to confirm that the items on the punchlist have been addressed and any other remaining deliverables are received. West Yost will confirm that aspects of the project administration have been completed. It will address any outstanding stop notices and request that all suppliers and subcontractors come forward if payments for their services have not been made or other payment issues may exist so that the release of retention can be made by the City.
2. Final Report – West Yost will prepare a final report of the project that addresses the performance of cost, time and quality management. The report will contain a photo section and include a list of issues along with discussion on how the matter was addressed. Recommendations will be made on how to improve future contracts of similar nature.

Assumptions

- Preconstruction Meeting will be a 2-hour meeting conducted via Microsoft Teams
- City CM staff will attend the Preconstruction Meeting.

Closeout Phase Deliverables

- Final Punchlist
- Final Report

Task 2 – High Priority Projects

Task 2.1 – Project/Program Management

Project/Program Management scope and work activities are outlined in Task 1. Please reference Task 1.1 for description of Project/Program Management scope and work activities.

Assumptions

- City Project Manager will attend bi-weekly progress meetings.

Project/Program Management Deliverables

- Kickoff meeting agendas and minutes
- Bi-Weekly meeting minutes
- Monthly project status reports and invoices
- Documentation of City standards

Task 2.2 – Engineering/Design

The High Priority sites consist of Lampson, Magnolia, West Garden Grove, West Haven, and Trask. The drawings and specifications will be developed so that the high priority sites can be issues either as a single project or as multiple separate projects. See **Appendix A**: High Priority Sites Drawing List for a listing of the Electrical, I&C, and Networking drawings to be provided.

Develop To-Be Control Strategies and HMI Configuration

Work will commence with development of the to-be control strategies for each high priority site. The as-is control strategies, developed by West Yost, will form the basis for the to-be control strategies. West Yost will propose operational improvements in the to-be control strategies.

Concurrently with development of the to-be control strategies, West Yost will begin working on the new Human Machine Interface (HMI) screens. The HMI Graphics Conventions, HMI Database Conventions, Tag Conventions, Reporting Standards, and Alarm Management Standards developed during Foundational Project FP-1 will be utilized for development of the new HMI screens. Once the to-be control strategies and the HMI screens are complete, both deliverables will be reviewed with Operations staff. This will provide Operations staff with an opportunity to visualize how the new screens will look and how the new system will function.

PLC Programming and On-the-Job Training

Following feedback received from Operations, West Yost will finalize the to-be control strategies and begin programming the new Programmable Logic Controllers (PLCs) for implementation

during construction. The Derived Function Block (DFB) and Tag Convention standards developed during Foundational Project FP-1 will be utilized for development of the new PLC code.

Draft PLC code will be reviewed with the City in two (2) review workshops. West Yost will utilize these workshops as an opportunity to provide On-the-Job Training to City Operations Technology (OT) staff. On-the-job training will focus on basic PLC programming functions so that OT staff can make minor programming and maintenance changes to PLC programs in-house, without having to engage a System's Integrator.

Feedback received from OT and Operations staff will be incorporated into final programming to be used in implementation during construction. PLC programming will be tested against the control strategies and updated as appropriate during the Site Acceptance Test (SAT) phase of construction.

Site Visits

In parallel with the PLC programming, West Yost will conduct site visits and begin data collection for each of the high priority sites. Site visits will be aimed at determining the size of each panel, verifying existing wire terminations, evaluation of the new back panel and front of each panel. West Yost, working along with City Operations staff, will gather input regarding existing LED displays, selector switches, alarm lights, and graphic panels (all located on the front of the existing PLC panels) to determine which interfaces will be modified and which additional functionality will be added to enhance operations. Site visits will be focused primarily on collecting data for Electrical, Instrumentation & Controls (I&C), and Networking.

90% Design

Following site visits, design work will commence for the 90% design submittal. Design efforts will focus on the following elements:

1. General
    a. Request front-end specifications from the City, and review.
2. Instrumentation & Controls
    a. Comprehensive retrofit of the existing PLC panels
        i. Develop new front panel elevations including new/revised graphical displays, Operator Interface Terminal, selector switches, alarm lights, LED displays
    b. Field instrumentation
        i. Design and specify new flowmeters, pressure transmitters, and chlorine residual instrumentation.
        ii. Include all applicable installation details for field instrumentation.

c. Development of specifications

3. Electrical
    a. Electrical Site Drawings
        i. Provide power to new field instrumentation, as required.
        ii. Design all conduit and cable routing to new instrumentation.
    b. Motor Control Schematics
        i. Develop detailed motor control schematics for all well pumps, booster pumps, chlorine/sodium hypochlorite pumps, etc.
    c. Cable and Conduit Schedule
    d. Installation Details
        i. Include applicable installation details for all electrical work.
    e. Development of specifications
4. Networking and Computers
    a. Design network architecture for each site
    b. Network and Computer Bill of Materials (BOM) for each site
    c. Port-level network drawings
    d. Development of specifications

90% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 90% design. The QA/QC comments will be responded to and incorporated (as needed) prior to the 90% design package being formally transmitted to the City for review.

90% Submittal and Review

Following incorporation of QA/QC comments, the 90% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to discuss City comments.

100% Design

Following the 90% design review workshop with the City, West Yost will commence design efforts for the 100% design package. Since all design elements will have been implemented during the 90% design, the 100% design phase will focus strictly on final incorporation of City comments and updates to the front-end specifications.

100% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 100% design. QA/QC efforts will be focused on ensuring that previously issued internal QA/QC comments as

well as client review comments have been incorporated as necessary. The QA/QC comments will be incorporated prior to the 100% design package being formally transmitted to the City for review.

100% Submittal and Review

Following incorporation of QA/QC comments, the 100% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to formally review the final submittal with the City.

Assumptions

- City to purchase all networking equipment, computer workstations, and OITs. City to turn over purchased equipment to contractor for installation.

Engineering/Design Deliverables

- To-Be Control Strategies
- HMI Screens
- PLC programming
- Design drawings
- Specifications

Task 2.3 – Bidding Services

Bidding Services scope and work activities are outlined in Task 1. Please reference Task 1.3 for description of Bidding Services scope and work activities.

Assumptions:

- No pre-bid contractor outreach is included in this scope.
- There will be one pre-bid meeting, led by West Yost staff.
- West Yost will respond to 10 questions from bidders during the bid period.
- West Yost will prepare up to three addenda and deliver to the City.
- The City will distribute contract documents and addendums.

Bidding Services Deliverables:

- Pre-bid Meeting materials and meeting minutes.
- Addenda drawings and specifications.
- Conformed drawings and specifications.

Task 2.4 – Construction Management/Inspection

Construction Management/Inspection scope and work activities are outlined in Task 1. Please reference Task 1.4 for description of Construction Management/Inspection scope and work activities.

Construction Administration Deliverables:

- Safety Incident Log
- Progress/Coordination Meeting agendas and meeting minutes
- Daily Coordination with Operations Report
- RFI Responses
- Submittal Responses
- SOV Summary Document
- As-Built Record Drawings
- Monthly Status Report

Assumptions:

- Preconstruction Meeting will be a 2-hour meeting conducted via Microsoft Teams
- City CM staff will attend the Preconstruction Meeting.

Closeout Phase Deliverables:

- Final Punchlist
- Final Report

Task 3 – Medium Priority Projects

Task 3.1 – Project/Program Management

Project/Program Management scope and work activities are outlined in Task 1. Please reference Task 1.1 for description of Project/Program Management scope and work activities.

Assumptions:

- City Project Manager will attend bi-weekly progress meetings.

Project/Program Management Deliverables:

- Kickoff meeting agendas and minutes
- Bi-Weekly meeting minutes
- Monthly project status reports and invoices
- Documentation of City standards

Task 3.2 – Engineering/Design

The Medium Priority sites consist of Lampson PRS, Garden Grove PRS, OC-50 Import Connection, OC-22 Import Connection, OC-5 Import Connection, Well 26 SCADA Improvements, Well 26 VFD Installation, Well 29 SCADA Improvements, and Well 30 SCADA Improvements. The drawings and specifications will be developed so that the medium priority sites can be issues either as a single project or as multiple separate projects. See **Appendix B**: Medium Priority Sites Drawing List for a listing of the Electrical, I&C, and Networking drawings to be provided.

Develop To-Be Control Strategies and HMI Configuration

Work will commence with development of the to-be control strategies for each medium priority site. The as-is control strategies, developed by West Yost, will form the basis for the to-be control strategies. West Yost will propose operational improvements in the to-be control strategies.

Concurrently with development of the to-be control strategies, West Yost will begin working on the new Human Machine Interface (HMI) screens. The HMI Graphics Conventions, HMI Database Conventions, Tag Conventions, Reporting Standards, and Alarm Management Standards developed during Foundational Project FP-1 will be utilized for development of the new HMI screens. Once the to-be control strategies and the HMI screens are complete, both deliverables will be reviewed with Operations staff. This will provide Operations staff with an opportunity to visualize how the new screens will look and how the new system will function.

PLC Programming and On-the-Job Training

Following feedback received from Operations, West Yost will finalize the to-be control strategies and begin programming the new Programmable Logic Controllers (PLCs) for implementation during construction. The Derived Function Block (DFB) and Tag Convention standards developed during Foundational Project FP-1 will be utilized for development of the new PLC code.

Draft PLC code will be reviewed with the City in two (2) review workshops. West Yost will utilize these workshops as an opportunity to provide On-the-Job Training to City Operations Technology (OT) staff. On-the-job training will focus on basic PLC programming functions so that OT staff can make minor programming and maintenance changes to PLC programs in-house, without having to engage a System's Integrator.

Feedback received from OT and Operations staff will be incorporated into final programming to be used in implementation during construction. PLC programming will be tested against the control strategies and updated as appropriate during the Site Acceptance Test (SAT) phase of construction.

Site Visits

In parallel with the PLC programming, West Yost will conduct site visits and begin data collection for each of the medium priority sites. Site visits will be aimed at determining the size of each panel, verifying existing wire terminations, evaluation of the new back panel and front of each panel. West Yost, working along with City Operations staff, will gather input regarding existing LED displays, selector switches, alarm lights, and graphic panels (all located on the front of the existing PLC panels) to determine which interfaces will be modified and which additional functionality will be added to enhance operations. Site visits will be focused primarily on collecting data for Electrical, Instrumentation & Controls (I&C), and Networking.

90% Design

Following site visits, design work will commence for the 90% design submittal. Design efforts will focus on the following elements:

1. General
    a. Request front-end specifications from the City, and review.
2. Instrumentation & Controls
    a. Comprehensive retrofit of the existing PLC panels
        i. Develop new front panel elevations including new/revised graphical displays, Operator Interface Terminal, selector switches, alarm lights, LED displays
    b. Field instrumentation

i. Design and specify new flowmeters, pressure transmitters, and chlorine residual instrumentation.
ii. Include all applicable installation details for field instrumentation.

c. Development of specifications

3. Electrical
    a. Electrical Site Drawings
        i. Provide power to new field instrumentation, as required.
        ii. Design all conduit and cable routing to new instrumentation.
    b. One-Line Diagrams
    c. Motor Control Schematics
        i. Develop detailed motor control schematics for all well pumps, booster pumps, chlorine/sodium hypochlorite pumps, etc.
    d. Layout Drawings
        i. Demo drawings
        ii. Room layout drawings
        iii. Power and Lighting Drawings
        iv. Title 24
        v. MCC elevations
        vi. VFD elevations
    e. Cable and Conduit Schedule
    f. Installation Details
        i. Include applicable installation details for all electrical work.
    g. Electrical Load Calculations
    h. Development of specifications
4. Heating, Ventilation, and Air-Conditioning (HVAC)
    a. HVAC Drawings
    b. HVAC Load Calculations
    c. Development of specifications
5. Networking and Computers
    a. Design network architecture for each site
    b. Network and Computer Bill of Materials (BOM) for each site
    c. Port-level network drawings
    d. Development of specifications

90% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 90% design. The QA/QC comments will be responded to and incorporated (as needed) prior to the 90% design package being formally transmitted to the City for review.

90% Submittal and Review

Following incorporation of QA/QC comments, the 90% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to discuss City comments.

100% Design

Following the 90% design review workshop with the City, West Yost will commence design efforts for the 100% design package. Since all design elements will have been implemented during the 90% design, the 100% design phase will focus strictly on final incorporation of City comments and updates to the front-end specifications.

100% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 100% design. QA/QC efforts will be focused on ensuring that previously issued internal QA/QC comments as well as client review comments have been incorporated as necessary. The QA/QC comments will be incorporated prior to the 100% design package being formally transmitted to the City for review.

100% Submittal and Review

Following incorporation of QA/QC comments, the 100% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to formally review the final submittal with the City.

Assumptions:

- City to purchase all networking equipment, computer workstations, and OITs. City to turn over purchased equipment to contractor for installation.
- Import Connection OC-22 is included as a medium priority site. However, the City may elect to address this site with the low priority projects.
- Control strategies, HMI screens, and PLC programming for low priority wells is similar to the medium priority wells with minimal changes.

Engineering/Design Deliverables:

- To-Be Control Strategies
- HMI Screens
- PLC programming
- Design drawings
- Specifications

Task 3.3 – Bidding Services

Bidding Services scope and work activities are outlined in Task 1. Please reference Task 1.3 for description of Bidding Services scope and work activities.

Assumptions:

- No pre-bid contractor outreach is included in this scope.
- There will be one pre-bid meeting, led by West Yost staff.
- West Yost will respond to 10 questions from bidders during the bid period.
- West Yost will prepare up to three addenda and deliver to the City.
- The City will distribute contract documents and addendums.

Bidding Services Deliverables:

- Pre-bid Meeting materials and meeting minutes.
- Addenda drawings and specifications.
- Conformed drawings and specifications.

Task 3.4 – Construction Management/Inspection

Construction Management/Inspection scope and work activities are outlined in Task 1. Please reference Task 1.4 for description of Construction Management/Inspection scope and work activities.

Construction Administration Deliverables:

- Safety Incident Log
- Progress/Coordination Meeting agendas and meeting minutes
- Daily Coordination with Operations Report
- RFI Responses
- Submittal Responses
- SOV Summary Document
- As-Built Record Drawings
- Monthly Status Report

Assumptions:

- Preconstruction Meeting will be a 2-hour meeting conducted via Microsoft Teams
- City CM staff will attend the Preconstruction Meeting.

Closeout Phase Deliverables:

- Final Punchlist
- Final Report

Task 4 – Low Priority Projects (Optional Projects)

Task 4.1 – Project/Program Management

Project/Program Management scope and work activities are outlined in Task 1. Please reference Task 1.1 for description of Project/Program Management scope and work activities.

Assumptions:

- City Project Manager will attend bi-weekly progress meetings.

Project/Program Management Deliverables:

- Kickoff meeting agendas and minutes
- Bi-Weekly meeting minutes
- Monthly project status reports and invoices
- Documentation of City standards

Task 4.2 – Engineering/Design

The Low Priority sites consist of Well 19, Well 16, and Well 25. The drawings and specifications will be developed so that the low priority sites can be issues either as a single project or as multiple separate projects. See **Appendix C**: Low Priority Sites Drawing List for a listing of the Electrical, I&C, and Networking drawings to be provided.

Develop To-Be Control Strategies and HMI Configuration

Work will commence with development of the to-be control strategies for each low priority site. The as-is control strategies, developed by West Yost, will form the basis for the to-be control strategies. West Yost will propose operational improvements in the to-be control strategies.

Concurrently with development of the to-be control strategies, West Yost will begin working on the new Human Machine Interface (HMI) screens. The HMI Graphics Conventions, HMI Database Conventions, Tag Conventions, Reporting Standards, and Alarm Management Standards developed during Foundational Project FP-1 will be utilized for development of the new HMI screens. Once the to-be control strategies and the HMI screens are complete, both deliverables will be reviewed with Operations staff. This will provide Operations staff with an opportunity to visualize how the new screens will look and how the new system will function.

PLC Programming and On-the-Job Training

Following feedback received from Operations, West Yost will finalize the to-be control strategies and begin programming the new Programmable Logic Controllers (PLCs) for implementation during construction. The Derived Function Block (DFB) and Tag Convention standards developed during Foundational Project FP-1 will be utilized for development of the new PLC code.

Draft PLC code will be reviewed with the City in two (2) review workshops. West Yost will utilize these workshops as an opportunity to provide On-the-Job Training to City Operations Technology (OT) staff. On-the-job training will focus on basic PLC programming functions so that OT staff can make minor programming and maintenance changes to PLC programs in-house, without having to engage a System's Integrator.

Feedback received from OT and Operations staff will be incorporated into final programming to be used in implementation during construction. PLC programming will be tested against the control strategies and updated as appropriate during the Site Acceptance Test (SAT) phase of construction.

Site Visits

In parallel with the PLC programming, West Yost will conduct site visits and begin data collection for each of the low priority sites. Site visits will be aimed at determining the size of each panel, verifying existing wire terminations, evaluation of the new back panel and front of each panel. West Yost, working along with City Operations staff, will gather input regarding existing LED displays, selector switches, alarm lights, and graphic panels (all located on the front of the existing PLC panels) to determine which interfaces will be modified and which additional functionality will be added to enhance operations. Site visits will be focused primarily on collecting data for Electrical, Instrumentation & Controls (I&C), and Networking.

90% Design

Following site visits, design work will commence for the 90% design submittal. Design efforts will focus on the following elements:

1. General
    a. Request front-end specifications from the City, and review.
2. Instrumentation & Controls
    a. Comprehensive retrofit of the existing PLC panels
        i. Develop new front panel elevations including new/revised graphical displays, Operator Interface Terminal, selector switches, alarm lights, LED displays
    b. Field instrumentation

i. Design and specify new flowmeters, pressure transmitters, and chlorine residual instrumentation.
ii. Include all applicable installation details for field instrumentation.

c. Development of specifications

3. Electrical
   a. Electrical Site Drawings
      i. Provide power to new field instrumentation, as required.
      ii. Design all conduit and cable routing to new instrumentation.
   b. Motor Control Schematics
      i. Develop detailed motor control schematics for all well pumps, booster pumps, chlorine/sodium hypochlorite pumps, etc.
   c. Cable and Conduit Schedule
   d. Installation Details
      i. Include applicable installation details for all electrical work.
   e. Development of specifications
4. Networking and Computers
   a. Design network architecture for each site
   b. Network and Computer Bill of Materials (BOM) for each site
   c. Port-level network drawings
   d. Development of specifications

90% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 90% design. The QA/QC comments will be responded to and incorporated (as needed) prior to the 90% design package being formally transmitted to the City for review.

90% Submittal and Review

Following incorporation of QA/QC comments, the 90% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to discuss City comments.

100% Design

Following the 90% design review workshop with the City, West Yost will commence design efforts for the 100% design package. Since all design elements will have been implemented during the 90% design, the 100% design phase will focus strictly on final incorporation of City comments and updates to the front-end specifications.

100% QA/QC (and Incorporation of comments)

Upon completion of design work, West Yost will conduct a thorough QA/QC of the 100% design. QA/QC efforts will be focused on ensuring that previously issued internal QA/QC comments as well as client review comments have been incorporated as necessary. The QA/QC comments will be incorporated prior to the 100% design package being formally transmitted to the City for review.

100% Submittal and Review

Following incorporation of QA/QC comments, the 100% design package will be formally transmitted to the client for review.

Following the City's review, a review workshop will be scheduled to formally review the final submittal with the City.

Assumptions:

- City to purchase all networking equipment, computer workstations, and OITs. City to turn over purchased equipment to contractor for installation.

Engineering/Design Deliverables:

- To-Be Control Strategies
- HMI Screens
- PLC programming
- Design drawings
- Specifications

Task 4.3 – Bidding Services

Bidding Services scope and work activities are outlined in Task 1. Please reference Task 1.3 for description of Bidding Services scope and work activities.

Assumptions:

- No pre-bid contractor outreach is included in this scope.
- There will be one pre-bid meeting, led by West Yost staff.
- West Yost will respond to 10 questions from bidders during the bid period.
- West Yost will prepare up to three addenda and deliver to the City.
- The City will distribute contract documents and addendums.

Bidding Services Deliverables:

- Pre-bid Meeting materials and meeting minutes.
- Addenda drawings and specifications.
- Conformed drawings and specifications.

Task 4.4 – Construction Management/Inspection

Construction Management/Inspection scope and work activities are outlined in Task 1. Please reference Task 1.4 for description of Construction Management/Inspection scope and work activities.

Construction Administration Deliverables:

- Safety Incident Log
- Progress/Coordination Meeting agendas and meeting minutes
- Daily Coordination with Operations Report
- RFI Responses
- Submittal Responses
- SOV Summary Document
- As-Built Record Drawings
- Monthly Status Report

Assumptions:

- Preconstruction Meeting will be a 2-hour meeting conducted via Microsoft Teams
- City CM staff will attend the Preconstruction Meeting.

Closeout Phase Deliverables:

- Final Punchlist
- Final Report

Sincerely,

WEST YOST ASSOCIATES

Daniel Groves, PE
Control Systems Engineer
RCSE# 45679

cc:

Attachment(s):

Appendix A
HIGH PRIORITY SITES DRAWING LIST

APPENDIX A - HIGH PRIORITY SITES DRAWING LIST						
DRAWING TITLE	COMMON DWG	LAMPSON	MAGNOLIA	WEST GARDEN GROVE	WEST HAVEN	TRASK
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 1	E-001	-	-	-	-	-
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 2	E-002	-	-	-	-	-
ELECTRICAL SITE LAYOUT	-	E-101	E-201	E-301	E-401	E-501
CONTROL DIAGRAM - WELL PUMP (TYPICAL)	E-003	-	-	-	-	-
CONTROL DIAGRAM - ELECTRIC BOOSTER PUMP (TYPICAL)	E-004	-	-	-	-	-
CONTROL DIAGRAM - GAS BOOSTER PUMP (TYPICAL)	E-005	-	-	-	-	-
CONTROL DIAGRAM - CHLORINE/SODIUM HYPOCHLORITE PUMP (TYPICAL)	E-006	-	-	-	-	-
INSTALLATION DETAILS - 1	E-007	-	-	-	-	-
INSTALLATION DETAILS - 2	E-008	-	-	-	-	-
I&C LEGENDS, SYMBOLS, AND ABBREVIATIONS	I-001	-	-	-	-	-
EXTERIOR PANEL LAYOUT & BOM (PANEL 1)	-	I-101	I-201	I-301	I-401	I-501
EXTERIOR PANEL LAYOUT & BOM (PANEL 2)	-	-	I-202	-	-	-
INTERIOR PANEL LAYOUTS (PANEL 1)	-	I-102	I-203	I-302	I-402	I-502
INTERIOR PANEL LAYOUTS (PANEL 2)	-	-	I-204	-	-	-
PANEL DETAILS - 1	-	I-103	I-205	I-303	I-403	I-503
PANEL DETAILS - 2	-	I-104	I-206	I-304	I-404	I-504
INSTALLATION DETAILS - 1	I-002	-	-	-	-	-
INSTALLATION DETAILS - 2	I-003	-	-	-	-	-
INSTALLATION DETAILS - 3	I-004	-	-	-	-	-
INSTALLATION DETAILS - 4	I-005	-	-	-	-	-
NETWORK LEGENDS, SYMBOLS, AND ABBREVIATIONS	N-001	-	-	-	-	-
NETWORK ARCHITECTURE	-	N-101	N-201	N-301	N-401	N-501
NETWORK DETAILS (INCLUDING BILL OF MATERIALS)	N-002	-	-	-	-	-

Appendix B
MEDIUM PRIORITY SITES DRAWING LIST

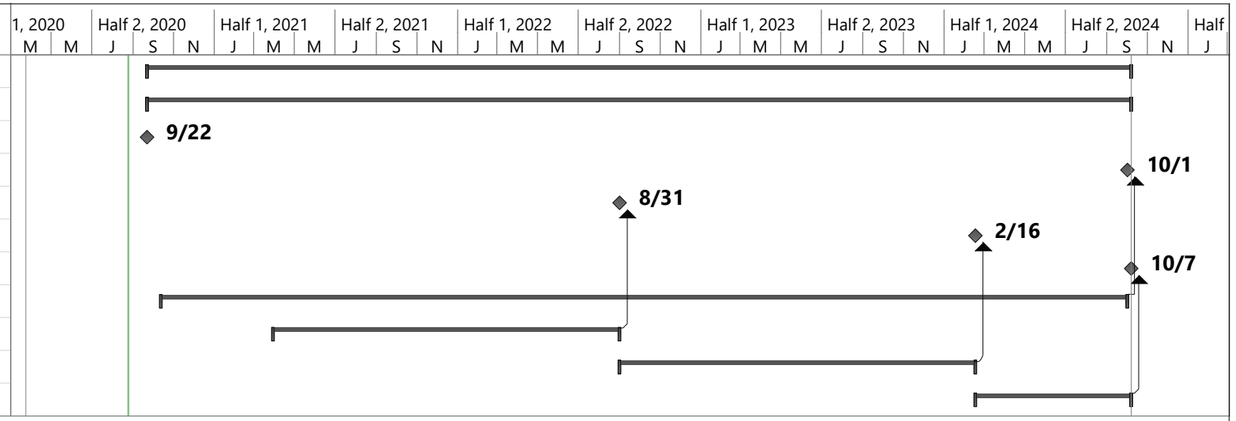
APPENDIX B - MEDIUM PRIORITY SITES DRAWING LIST									
DRAWING TITLE	COMMON DWG	LAMPSON PRS	GARDEN GROVE PRS	OC-50	OC-22	OC-5	WELL 26*	WELL 29	WELL 30
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 1	E-001	-	-	-	-	-	-	-	-
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 2	E-002	-	-	-	-	-	-	-	-
ELECTRICAL SITE LAYOUT	-	E-101	E-201	E-301	E-401	E-501	E-601	E-701	E-801
DEMO DRAWING - 1	-	-	-	-	-	-	E-602	-	-
DEMO DRAWING - 2	-	-	-	-	-	-	E-603	-	-
ROOM LAYOUT DRAWING - 1	-	-	-	-	-	-	E-604	-	-
ROOM LAYOUT DRAWING - 2	-	-	-	-	-	-	E-605	-	-
MCC ELEVATIONS	-	-	-	-	-	-	E-606	-	-
VFD ELEVATIONS	-	-	-	-	-	-	E-607	-	-
CONTROL DIAGRAM - WELL PUMP (TYPICAL)	E-003	N/A	N/A	N/A	N/A	N/A	-	-	-
CONTROL DIAGRAM - CHLORINE/SODIUM HYPOCHLORITE PUMP (TYPICAL)	E-004	N/A	N/A	N/A	N/A	N/A	-	-	-
CONTROL DIAGRAM - VALVE (TYPICAL)	E-005	-	-	-	-	-	N/A	N/A	N/A
INSTALLATION DETAILS - 1	E-006	-	-	-	-	-	-	-	-
INSTALLATION DETAILS - 2	E-007	-	-	-	-	-	-	-	-
I&C LEGENDS, SYMBOLS, AND ABBREVIATIONS	I-001	-	-	-	-	-	-	-	-
EXTERIOR PANEL LAYOUT & BOM	-	I-101	I-201	I-301	I-401	I-501	I-601	I-701	I-801
INTERIOR PANEL LAYOUTS	-	I-102	I-202	I-302	I-402	I-502	I-602	I-702	I-802
PANEL DETAILS - 1	-	I-103	I-203	I-303	I-403	I-503	I-603	I-703	I-803
PANEL DETAILS - 2	-	I-104	I-204	I-304	I-404	I-504	I-604	I-704	I-804
INSTALLATION DETAILS - 1	I-002	-	-	-	-	-	-	-	-
INSTALLATION DETAILS - 2	I-003	-	-	-	-	-	-	-	-
INSTALLATION DETAILS - 3	I-004	-	-	-	-	-	-	-	-
INSTALLATION DETAILS - 4	I-005	-	-	-	-	-	-	-	-
NETWORK LEGENDS, SYMBOLS, AND ABBREVIATIONS	N-001	-	-	-	-	-	-	-	-
NETWORK ARCHITECTURE	-	N-101	N-201	N-301	N-401	N-501	N-601	N-701	N-801
NETWORK DETAILS (INCLUDING BILL OF MATERIALS)	N-002	-	-	-	-	-	-	-	-

* Well 26 project includes Well 26 VFD Installation and Well 26 SCADA Improvements.

Appendix C
LOW PRIORITY SITES DRAWING LIST

APPENDIX C - LOW PRIORITY SITES DRAWING LIST				
DRAWING TITLE	COMMON DWG	WELL 19	WELL 16	WELL 25
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 1	E-001	-	-	-
ELECTRICAL LEGENDS, SYMBOLS, AND ABBREVIATIONS - 2	E-002	-	-	-
ELECTRICAL SITE LAYOUT	-	E-101	E-201	E-301
CONTROL DIAGRAM - WELL PUMP (TYPICAL)	E-003	-	-	-
CONTROL DIAGRAM - CHLORINE/SODIUM HYPOCHLORITE PUMP (TYPICAL)	E-004	-	-	-
INSTALLATION DETAILS - 1	E-005	-	-	-
INSTALLATION DETAILS - 2	E-006	-	-	-
I&C LEGENDS, SYMBOLS, AND ABBREVIATIONS	I-001	-	-	-
EXTERIOR PANEL LAYOUT & BOM	-	I-101	I-201	I-301
INTERIOR PANEL LAYOUTS	-	I-102	I-202	I-302
PANEL DETAILS - 1	-	I-103	I-203	I-303
PANEL DETAILS - 2	-	I-104	I-204	I-304
INSTALLATION DETAILS - 1	I-002	-	-	-
INSTALLATION DETAILS - 2	I-003	-	-	-
INSTALLATION DETAILS - 3	I-004	-	-	-
INSTALLATION DETAILS - 4	I-005	-	-	-
NETWORK LEGENDS, SYMBOLS, AND ABBREVIATIONS	N-001	-	-	-
NETWORK ARCHITECTURE	-	N-101	N-201	N-301
NETWORK DETAILS (INCLUDING BILL OF MATERIALS)	N-002	-	-	-

ID	Task Name	Duration	Start	Finish	Predecessors
1	**Garden Grove - SCADA Master Plan Implementation**	**1055 days**	**Tue 9/22/20**	**Mon 10/7/24**	
2	**Key Milestones**	**1055 days**	**Tue 9/22/20**	**Mon 10/7/24**	
3	Notice to Proceed	0 days	Tue 9/22/20	Tue 9/22/20	
4	Foundational Project Complete	0 days	Tue 10/1/24	Tue 10/1/24	8
5	High Priority Sites Complete	0 days	Wed 8/31/22	Wed 8/31/22	51
6	Medium Priority Sites Complete	0 days	Fri 2/16/24	Fri 2/16/24	73
7	Low Priority Sites Complete	0 days	Mon 10/7/24	Mon 10/7/24	99
8	**Task 1 - Foundational Projects**	**1036 days**	**Mon 10/12/20**	**Tue 10/1/24**	
51	**Task 2 - High Priority**	**372 days**	**Mon 3/29/21**	**Wed 8/31/22**	
73	**Task 3 - Medium Priority**	**382 days**	**Wed 8/31/22**	**Fri 2/16/24**	
99	**Task 4 - Low Priority**	**166 days**	**Fri 2/16/24**	**Mon 10/7/24**	



Project: Garden Grove - SCADA
Date: Tue 8/25/20

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

EXHIBIT B

SCHEDULE OF PAYMENT

West Yost Associates **PROJECT: SCADA Master Plan Implementation**	PE/PS/PG II $272	AE/AS/AG II $212	ETM II $294	ETM I $291	STS II $256	STS I $245	TS IV $223	TS III $200	TS II $178	TS I $156	CAD II $155	P/VP $298	Labor Hours	Labor Fee	Costs Sub. w/ markup 10%	Costs Other Direct	Costs Total Costs
Task 1	***Foundational Projects***																
1.01	Project/Program Management			78		120		160	240					598	$ 137,332			$ 137,332
1.02	Engineering Design		24	96	140	4	66	178	382	748	713	132		2483	$ 472,172			$ 472,172
1.03	Bidding	32	32						80		176		16	336	$ 63,712			$ 63,712
1.04	Construction Management/Inspection			73	40	5		91	253	178	235	74	16	965	$ 189,857		$ 5,000	$ 194,857
Subtotal, Task 1 (hours)		**32**	**56**	**247**	**180**	**129**	**66**	**429**	**955**	**926**	**1124**	**206**	**32**	**4382**				
Subtotal, Task 1 ($)		**$ 8,704**	**$ 11,872**	**$ 72,618**	**$ 52,380**	**$ 33,024**	**$ 16,170**	**$ 95,667**	**$ 191,000**	**$ 164,828**	**$ 175,344**	**$ 31,930**	**$ 9,536**		**$ 863,073**		**$ 5,000**	**$ 868,073**
Task 2	***High Priority***																	
2.01	Project/Program Management			86					256					342	$ 76,484			$ 76,484
2.02	Engineering Design			5	64	5	179	155	128	734	288	494	16	2068	$ 382,312			$ 382,312
2.03	Bidding			24					24					48	$ 11,856			$ 11,856
2.04	Construction Management/Inspection							600			1200			1800	$ 321,000		$ 10,000	$ 331,000
Subtotal, Task 2 (hours)		**0**	**0**	**115**	**64**	**5**	**179**	**755**	**408**	**734**	**1488**	**494**	**16**	**4258**				
Subtotal, Task 2 ($)				**$ 33,810**	**$ 18,624**	**$ 1,280**	**$ 43,855**	**$ 168,365**	**$ 81,600**	**$ 130,652**	**$ 232,128**	**$ 76,570**	**$ 4,768**		**$ 791,652**		**$ 10,000**	**$ 801,652**
Task 3	***Medium Priority***																	
3.01	Project/Program Management			116					320					436	$ 98,104			$ 98,104
3.02	Engineering Design			45	64	5	155	131	144	702	440	244	12	1942	$ 364,114			$ 364,114
3.03	Bidding			2			16	16	16	32				82	$ 16,972			$ 16,972
3.04	Construction Management/Inspection							640			1280			1920	$ 342,400		$ 5,000	$ 347,400
Subtotal, Task 3 (hours)		**0**	**0**	**163**	**64**	**5**	**171**	**787**	**480**	**734**	**1720**	**244**	**12**	**4380**				
Subtotal, Task 3 ($)				**$ 47,922**	**$ 18,624**	**$ 1,280**	**$ 41,895**	**$ 175,501**	**$ 96,000**	**$ 130,652**	**$ 268,320**	**$ 37,820**	**$ 3,576**		**$ 821,590**		**$ 5,000**	**$ 826,590**
Task 4	***Low Priority***																	
4.01	Project/Program Management			23					78					101	$ 22,362			$ 22,362
4.02	Engineering Design			4	24	4	78	42	122	312	140	212	8	946	$ 174,680			$ 174,680
4.03	Bidding			24					24					48	$ 11,856			$ 11,856
4.04	Construction Management/Inspection										369			369	$ 57,564		$ 5,000	$ 62,564
Subtotal, Task 4 (hours)		**0**	**0**	**51**	**24**	**4**	**78**	**42**	**224**	**312**	**509**	**212**	**8**	**1464**				
Subtotal, Task 4 ($)				**$ 14,994**	**$ 6,984**	**$ 1,024**	**$ 19,110**	**$ 9,366**	**$ 44,800**	**$ 55,536**	**$ 79,404**	**$ 32,860**	**$ 2,384**		**$ 266,462**		**$ 5,000**	**$ 271,462**
SUBTOTAL FROM ALL TASKS ABOVE ($)		$ 8,704	$ 11,872	$ 169,344	$ 96,612	$ 36,608	$ 121,030	$ 448,899	$ 413,400	$ 481,668	$ 755,196	$ 179,180	$ 20,264		$ 2,742,777		$ 25,000	$ 2,767,777
* **15%**	**Contingency**	**$ 1,306**	**$ 1,781**	**$ 25,402**	**$ 14,492**	**$ 5,491**	**$ 18,155**	**$ 67,335**	**$ 62,010**	**$ 72,250**	**$ 113,279**	**$ 26,877**	**$ 3,040**		**$ 411,417**		**$ 3,750**	**$ 415,167**
TOTAL (hours)		**32**	**56**	**576**	**332**	**143**	**494**	**2,013**	**2,067**	**2,706**	**4,841**	**1,156**	**68**	**14,484**				
TOTAL ($)		**$ 10,010**	**$ 13,653**	**$ 194,746**	**$ 111,104**	**$ 42,099**	**$ 139,185**	**$ 516,234**	**$ 475,410**	**$ 553,918**	**$ 868,475**	**$ 206,057**	**$ 23,304**		**$ 3,154,194**	**$ 0**	**$ 28,750**	**$ 3,182,944**

WEST YOST ASSOCIATES

2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$298
Engineering/Scientist/Geologist Manager I / II	$283 / $295
Principal Engineer/Scientist/Geologist I / II	$257 / $272
Senior Engineer/Scientist/Geologist I / II	$230 / $241
Associate Engineer/Scientist/Geologist I / II	$198 / $212
Engineer/Scientist/Geologist I / II	$160 / $185
Engineering Aide	$92
Administrative I / II / III / IV	$81 / $102 / $123 / $135
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$291 / $294
Principal Tech Specialist I / II	$268 / $279
Senior Tech Specialist I / II	$245 / $256
Senior GIS Analyst	$224
GIS Analyst	$211
Technical Specialist I / II / III / IV	$156 / $178 / $200 / $223
Technical Analyst I / II	$112 / $134
Technical Analyst Intern	$90
Cross-Connection Control Specialist I / II / III / IV	$117 / $127 / $143 / $159
CAD Manager	$178
CAD Designer I / II	$138 / $155
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$289
Construction Manager I / II / III / IV	$174 / $186 / $198 / $251
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$152 / $169 / $188 / $196
Apprentice Inspector	$138
CM Administrative I / II	$74 / $99
Field Services	$196

- Hourly rates include Technology and Communication charges such as general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually

2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020)*

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	$80 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Standard	$40 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Trimble GPS – Geo 7x	$220 / day
Vehicle	$10 / day
Water Flow Probe Meter	$20 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule is updated annually

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Teresa Pomeroy
Dept.:	City Manager	Dept.:	City Clerk
Subject:	Second reading and adoption of Ordinance No. 2917	Date:	9/22/2020

Attached is Ordinance No. 2916 recommended for second reading and adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ord No. 2917	9/15/2020	Ordinance	2917_GG_Ordinance_Designating_Administrative_Board_of_Appeals_as_hearing_body_for_billing_disputes.docx

ORDINANCE NO. 2917

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE AMENDING SECTION 14.12.070 OF THE GARDEN GROVE MUNICIPAL CODE TO DESIGNATE THE ADMINISTRATIVE BOARD OF APPEALS AS A HEARING BODY FOR BILLING DISPUTES

City Attorney Summary

This Ordinance amends Section 14.12.070 of the Garden Grove Municipal Code to designate the Administrative Board of Appeals as the appeals body to decide water billing disputes with the City.

THE CITY COUNCIL OF THE CITY OF GARDEN GROVE HEREBY ORDAINS AS FOLLOWS:

SECTION 1: Section 14.12.070 of Chapter 14.12 of Title 14 of the Garden Grove Municipal Code is hereby amended as follows (additions shown in ***bold/italics***; deletions shown in **bold/~~strikeout~~**):

14.12.070 ***Water Billing Appeals*** ~~**Adjustment of Rates**~~

A. In the event of any dispute as to a charge to a customer, the Public Works Director or designee shall determine if the City is responsible. If, in the determination of said Director, the City is adjudged to be responsible, the Public Works Director may adjust the charge. If, in the determination of ~~**said**~~ ***the*** Director, the responsibility is determined to be other than the City, no adjustment shall be granted. After the receipt of the decision of the Public Works Director regarding the responsibility of the disputed charge, the customer shall have the right to file an appeal of such determination within ~~**10**~~ ***15*** days. The ~~**City Council**~~ ***Administrative Board of Appeals*** shall consider the appeal and the report of ~~**said**~~ ***the*** Director regarding the circumstances of this determination. The ~~**City Council**~~ ***Board*** shall decide whether or not to grant an adjustment and the decision of the ~~**City Council**~~ ***Board*** in respect thereto shall be final and conclusive. ~~*****~~

~~*** A manual of City Council procedure is on file in the City Clerk's Office.**~~

B. Pursuant to Code of Civil Procedure Section 1094.6, any petition for judicial review shall be filed not later than 90 days after the Board makes its final decision. The provisions of Section 1094.6 shall apply. The secretary of the Board shall notify the appellant that filing a petition for an administrative writ is subject to the 90-day time limitation set forth in Code of Civil Procedure Section 1094.6.

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 September 8, 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