

AGENDA



Garden Grove City
Council

Tuesday, September 8,
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. PRESENTATIONS

- 1.a. 2020 Voter information as presented by the Orange County Registrar's Office.

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

RECESS

CONDUCT OTHER LEGISLATIVE BODIES' BUSINESS

RECONVENE

3. CONSENT ITEMS

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

- 3.a. Adoption of a Proclamation declaring September 15, 2020 through October 15, 2020, as "National Hispanic Heritage Month" in Garden Grove. *(Action Item)*
- 3.b. Approval to submit a response to the Grand Jury Report, *Protecting Those Who Protect and Serve. (Action Item)*
- 3.c. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department van. (Cost: \$27,009.20) *(Action Item)*
- 3.d. Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new jail transport van (Cost: \$37,336.10) *(Action Item)*
- 3.e. Award a contract to Merchants Building Maintenance LLC, to

provide janitorial services for City facilities (Cost: \$204,721.34 for three years) (*Action Item*)

3.f. Receive and file minutes from the meeting held on August 25, 2020. (*Action Item*)

3.g. Receive and file warrants. (*Action Item*)

3.h. Approval to waive full reading of ordinances listed. (*Action Item*)

4. PUBLIC HEARINGS

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

4.a. 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, City Council Meeting.)

Entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE APPROVING CODE AMENDMENT NO. A-027-2020, A ZONING TEXT AMENDMENT TO TITLE 9 OF THE GARDEN GROVE MUNICIPAL CODE PERTAINING TO THE REGULATION OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS. (*Action Item*)

5. ITEMS FOR CONSIDERATION

5.a. 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. (Cost: \$792,000) (*Action Item*)

5.b. Introduction and first reading of an Ordinance designating the Administrative Board of Appeals as a hearing body for billing disputes

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*)

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

7. ADJOURNMENT

The next Regular City Council Meeting will be held on Tuesday, September 22, 2020, at 5:30 p.m. in the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Happy Birthday to Council Member Brietigam

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 September 15, 2020 through October 15, 2020, as "National Hispanic Heritage Month" in Garden Grove. (*Action Item*) Date: 9/8/2020

Attached is a proclamation celebrating September 15, 2020 through October 15, 2020, as Hispanic Heritage Month, recommended for adoption.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Proclamation	8/24/2020	Proclamation	9-8-20_Hispanic_Heritage_Month_PROCLAMATION.2019_(1)_(1).pdf

PROCLAMATION

Celebrating September 15, 2020 to October 15, 2020 as
National Hispanic Heritage Month

WHEREAS, Sunday, September 15, 2020 to Tuesday, October 15, 2020 is recognized nationally as Hispanic Heritage Month;

WHEREAS, National Hispanic Heritage Month celebrates the Hispanic and Latino community and highlights its countless achievements;

WHEREAS, Hispanic and Latino Americans represent a significant and fast-growing demographic of the City of Garden Grove and greatly contribute to the diversity of the City;

WHEREAS, the Latino community is one integral to our City, with business owners and residents alike who are proud to be a part of the Latino community;

WHEREAS, Latinos have made innumerable contributions to the Garden Grove community in business, law, politics, education, community service, the arts, government service and other fields and it is important the City recognize and celebrate the diverse histories and cultures of the Latino population; and

WHEREAS, the day of September 15 is significant because it is the anniversary of independence for Latin American countries of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and 18 respectively.

NOW, THEREFORE BE IT PROCLAIMED that the City Council of the City of Garden Grove does hereby celebrate and recognize September 15, 2020 to October 15, 2020 to be Hispanic Heritage Month.

September 8, 2020

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Tom DaRé
Dept.:	City Manager	Dept.:	Police
Subject:	Approval to submit a response to the Grand Jury Report, <i>Protecting Those Who Protect and Serve. (Action Item)</i>	Date:	9/8/2020

OBJECTIVE

The purpose of this report is for the City Council to approve the attached response to the 2019-2020 Grand Jury Report, *Protecting Those Who Protect and Serve*, and authorize submittal to the Orange County Grand Jury.

BACKGROUND

On June 30, 2020, the Orange County Grand Jury released a 2019-2020 Grand Jury Report, *Protecting Those Who Protect and Serve*. The purpose of the report is to understand how the Orange County cities and the county are implementing the requirements of Assembly Bill 1117, pertaining to Peace officers peer support. Peer support services are available to listen, support, refer, and assist employees and family during difficult times in their personal and professional lives. In compliance with Penal Code 933.05 (a) and (b), the City is required to provide a response to each of the findings and recommendations directed to the City Council by September 28, 2020. Specifically, the City is to respond to five findings and three recommendations.

DISCUSSION

The citizens of Orange County are protected by over 4,500 sworn law enforcement personnel from the Orange County Sheriff's Department (OCSd) and law enforcement agencies from the twenty-one cities that have their own police departments. Investigation into causation of stress for law enforcement personnel, the Grand Jury learned that the leading cause is public perception.

Recognizing the impacts of stress on one's physical and mental health, both federal and state legislation was enacted in 2019 to address law enforcement mental health. In acknowledgement of the importance of peer support programs for Peace Officers, last year the California legislature unanimously passed Assembly Bill 1117. The

Grand Jury study was undertaken to determine whether law enforcement agencies within Orange County maintain programs to ensure the mental well being of its Peace Officers.

Based on its investigation entitled "Protecting Those Who Protect and Serve," the 2019-2020 Orange County Grand Jury arrived at six principal findings that included items such as written policies, Peer Support Team member training, and allocating specific budget line items for Peer Support programs.

The Grand Jury report also outlined four recommendations. The Grand Jury recommended that (1) the four law enforcement agencies without a written policy on their Peer Support Program institute a policy; (2) that all Peer Support Programs be in compliance with the peer support statute; (3) that Peer Support Team members receive periodic training and that completion of training is documented; and (4) that all law enforcement agencies allocate a specific budget line item for their Peer Support Program. The Police Department's response states that the department agrees with the six findings and has completed all of the requested recommendations. The Police Department is in full compliance with Assembly Bill 1117.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Approve the attached response and authorize submittal to the Orange County Grand Jury.

ATTACHMENTS:

Description	Upload Date	Type	File Name
OC Grand Jury Report Response	8/31/2020	Letter	OC_Grand_Jury_OC_Peer_Support_Response_Final_Draft_8.31.20.docx
Peer Support General Order	8/31/2020	Backup Material	Peer_Support_General_Order.doc
Grand Jury Report	8/31/2020	Letter	6.25.20_Protecting_Those_Who_Protect_and_Serve.pdf

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 Bernice Nguyen

Council Member - District 6

September 8, 2020

Honorable Kirk H. Nakamura
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

RE: Response to Orange County Grand Jury Report, "*Protecting Those Who Protect and Serve*"

Dear Judge Nakamura:

The City of Garden Grove has reviewed the Orange County Grand Jury Report, *Protecting Those Who Protect and Serve*. In compliance with California Penal Code 933 and 933.05, the City has responded to each of the findings and recommendations included in the report. Each finding and recommendation is listed below, followed by the City's response.

Findings

F1. Peer Support Programs are effective in helping Peace Officers develop healthy coping techniques for themselves and their families.

The City of Garden Grove agrees with this finding.

F2. A written policy documenting each agency's Peer Support Program helps ensure the program's continuation after changes in staff.

The City agrees with this finding. Garden Grove Police Department (GGPD) has had a Peer Support Team and written policy since 1997. Our current policy, Garden Grove Police Department General Order 2.23, last updated as of August 6, 2020 identifies a chain of command for the Peer Support Team. This chain of command consists of the Peer Support Team members, who report to a Peer Support Team supervisor. The supervisor is responsible for several duties, to include arranging training for team members, any

administrative duties, and keeping the Administrative Services Bureau Commander apprised of any call-outs or utilization of the team.

F3. The benefits in the peer support statute, effective January 1, 2020, are important to Peace Officers and Peer Support Team members.

The City of Garden Grove agrees with this finding. All of GGPD's volunteer Peer Support Team members are sent to a Basic Peer Support training class prior to them responding to any personnel in need. The new statute helps to ensure confidentiality amongst Peer Support Team members and the employee in need.

F4. It is important that Peer Support Team members receive periodic training.

The City of Garden Grove agrees with this finding. Each GGPD Peer Support Team member is mandated to attend a Basic Peer Support class put on by a psychologist familiar with Peer Support. Each member is also requested to attend quarterly ongoing training put on by GGPD's retained departmental psychologist that covers various Peer Support related topics.

F5. Allocating a specific budget line item for Peer Support Programs help ensure adequate training and continuation of the programs.

The City of Garden Grove agrees with this finding. GGPD has established a specific budget for the Peer Support Team to assist with training and other administrative needs. The funds have been allocated toward contracts with professional service providers in the field and will continue to be allocated for the foreseeable future. If a Peer Support Team member is activated then his/her pay will be taken from their regular budget.

F6. Continuous communication to Peace Officers about the Peer Support Programs is important to increase awareness and use of the Peer Support Program.

The City of Garden Grove agrees with this finding. GGPD Peer Support Team members periodically go to the various units and briefings to talk with employees about the Peer Support Team and its function. The supervisors are reminded periodically about the Peer Support Team and when they might be needed during traumatic incidents. The Peer Support Team also has flyers available throughout the police department with documentation about the Peer Support Team as well as the names of the members. This flyer also contains various support organizations and their respective phone numbers,

to include the phone numbers to the organizations that we contract with for psychological services.

Recommendations

R2. The 2019-2020 Orange County Grand Jury recommends that all Peer Support Programs be in compliance with the peer support statute. (F3)

The recommendation has been implemented. The Garden Grove Police Department General Order 2.23 – Peer Support Team has been modified to reflect the current laws directed under California Penal Codes 8669.1 – 8669.7. (See attached General Order 2.23 – Peer Support Team)

R3. The 2019-2020 Orange County Grand Jury recommends that Peer Support Team members receive periodic training and that completion of training is documented. (F4)

The recommendation has been implemented. The Peer Support Team has been receiving quarterly training for the past few years. This training is conducted by the contracted departmental psychologist and is approximately two hours in length. The Peer Support supervisor currently keeps notes as to the topics of the training and which Peer Support Team members were present. The Garden Grove Police Department is currently undergoing a change in our training records and in the future this training will be kept on our training records database.

R4. The 2019-2020 Orange County Grand Jury recommends that all law enforcement agencies allocate a specific budget line item for their Peer Support Program. (F5)

The recommendation has been implemented. The Garden Grove Police Department has budgeted funds towards professional peer/trauma support training since approximately 2012. The funds have been allocated towards contracts with professional service providers in the field and will continue to be allocated for the foreseeable future. This training budget is a specific line item for training and administrative duties in the amount of \$15,000 per year. If a Peer Support Team member is activated then his/her pay will be taken from their regular budget.

Thank you for the opportunity to respond to the Grand Jury's report. Should you have any questions or need additional information, please contact Maria Stipe, Assistant City Manager, at (714) 741-5106 or by email at marias@ggcity.org

Respectfully submitted,

Steven R. Jones
Mayor

Attachment: General Order 2.23 – Peer Support Team

C: Orange County Grand Jury



General Order: 2.23 PEER SUPPORT TEAM

Effective: December 4, 1997
Last Revised: August 6, 2020

PURPOSE

The purpose of this order is to establish the duties and responsibilities of the Peer Support Team. The team will work in conjunction with the Department psychologist and assist police department personnel involved in traumatic incidents. This assistance may cover a range of duties from conducting debriefings with personnel involved in an incident, to providing comfort and assistance to involved persons, and to explaining investigative processes.

POLICY

The Department recognizes that traumatic events often cause feelings of anger, guilt, and helplessness, which affect the mental and physical health of employees. These feelings are often not understood and have an adverse affect on how employees perform their duties. In an attempt to minimize these problems, the Garden Grove Police Department has developed a Peer Support Team composed of department personnel, assigned the duty of assisting personnel involved in traumatic incidents. The Peer Support Team shall operate under the direction of the Administrative Services Commander and the supervision of the Professional Standards Lieutenant. The Peer Support Team shall have ongoing specified training from the Department Psychologist related to assisting personnel involved in traumatic incidents.

It is not the intent of this team to in any way hinder the investigation of officer-involved incidents. Peer Support Team members shall make every effort to cooperate with investigators in their duties.

PROCEDURE

The incident supervisor should contact the Peer Support Team. The team supervisor should then notify members of the team, as needed, to provide debriefing services.

Prior to contacting the affected employee(s), team members shall first contact the incident supervisor, or if unavailable, another on-duty police supervisor or

manager, and identify themselves and their role as members of the Peer Support Team. On-duty team members involved in the initial incident, immediately called for investigative follow-up, or otherwise involved in the incident shall not be part of the debriefing team.

The incident supervisor shall notify the Peer Support Team in the following situations:

1. Any incident when a psychologist debriefing is required by General Order 3.11.
 - Duty-related shooting incidents or aggravated assaults when the officer suffers a nonfatal gunshot wound, stab wound, or other serious injury resulting in hospitalization.
 - Duty-related shooting incidents resulting in the wounding of another person.
 - Duty-related shooting incidents resulting in the death of another person.
 - Duty-related traffic collisions resulting in fatal injuries to another person.
 - Duty-related traumatic incidents resulting in the death or serious injury of another person directly involved in the incident being handled by the on-scene officer.

NOTE: Use of the Peer Support Team is intended to support, not replace, the mandatory interview with the Department-recognized psychologist, for those officers involved in a shooting that results in injury or death to another person, per General Order 2.8.

2. When Department personnel have been involved in any incident that results in an emotional shock to the degree that substantial and lasting damage may occur. Such incidents may include, for example, the death of or serious injury to department personnel, exposure to an especially tragic or gruesome event, or a mass death situation.
3. Whenever the on-duty supervisor feels that it would be beneficial to the officer or employee involved to have contact with the Peer Support Team.
4. When requested by department personnel.

If the on-duty supervisor has any doubt as to whether the team should be called out, the Peer Support Team supervisor should be notified and consulted. The incident supervisor and Peer Support Team supervisor will decide if a response is appropriate.

The team supervisor will be responsible for activating as many members of the team as necessary to appropriately respond to the incident.

Department personnel involved in a traumatic incident may select a member of the Peer Support Team to assist them and every effort shall be made to have that member respond

CONFIDENTIALITY

While communication between an officer or employee and the department psychologist has been deemed confidential and privileged by the Evidence Code, communication between a member of the Peer Support Team and the person being debriefed may not be considered privileged by the courts. The Garden Grove Police Department considers these communications to be confidential.

It shall be mandatory that Peer Support Team members maintain strict confidentiality in matters discussed in trauma debriefings, and trauma meetings and training. Any statement to or discussion with Team members while acting in his/her Peer Support Team role shall remain confidential.

A law enforcement personnel, whether or not a party to an action, has a right to refuse to disclose, and to prevent another from disclosing, a confidential communication between the law enforcement personnel and a peer support member made while the peer support team member was providing peer support services, or a confidential communication made to a crisis hotline or crisis referral service. (California Penal Code 8669.4(a))

Pursuant to California Penal Code 8669.4(b), a confidential communication may be disclosed under the following circumstances:

- (1) To refer a law enforcement personnel to receive crisis referral services by a peer support team member.
- (2) During a consultation between two peer support team members.
- (3) If the peer support team member reasonably believes that disclosure is necessary to prevent death, substantial bodily harm, or commission of a crime.
- (4) If the law enforcement personnel expressly agrees in writing that the confidential communication may be disclosed.
- (5) In a criminal proceeding.
- (6) If otherwise required by law.

Peer Support Team members shall not discuss debriefings they have been involved in, who has been debriefed, or provide any information about the team's activities except in the instances listed above and then only after consultation with the Department psychologist.

The Peer Support Team is not an investigative unit of the Police Department; therefore, it will not be the policy of this department to question team members, or any other participant involved in a Peer Support Team debriefing, concerning the content of such discussion.

Pursuant to California Penal Code 8669.5(a), a Peer Support Team member shall not provide peer support services in any of the following circumstances:

(1) If, when serving in a peer support role, the peer support team member's relationship with a law enforcement personnel receiving peer support services could be reasonably expected to impair objectivity, competence, or effectiveness in providing peer support, or would otherwise risk exploitation or harm to the law enforcement personnel.

(2) If the peer support team member and the law enforcement personnel receiving peer support services were involved as participants or witnesses to the same traumatic incident.

(3) If the peer support team member and the law enforcement personnel receiving peer support services are both involved in a shared active or ongoing investigation.

PSYCHOLOGICAL CONSULTATION

The Peer Support Team shall work in conjunction with the Department psychologist and at their direction. If the incident is such that the Department psychologist is not called out or does not respond, the lead Peer Support Team member will notify the Department psychologist of the call out and the reason for it. At the conclusion of the call out, the lead Peer Support Team member will notify the Professional Standards Lieutenant or the Administrative Services Bureau Commander prior to re-contacting the Department psychologist with the results of the call out.

Peer Support Team Training

The Peer Support Team is a voluntary position comprised of compassionate experienced individuals that want to assist other employees dealing with traumatic incidents in both their personal and professional lives. Once a team member is brought onto the Peer Support Team they will be required to attend a Basic Peer Support class identified by the Peer Support supervisor. Each team member will also be required to attend quarterly training put on by the contracted departmental psychologist.

CHAIN OF COMMAND

The Peer Support Team will have a supervisor who will be responsible for the administrative requirements of the team. This supervisor shall report only to a designated management liaison, generally the Administrative Services Bureau, due to the confidential nature of the team's responsibilities. The Peer Support Team Coordinator will be responsible for the following:

- Supervision and administrative duties of the team

- Keep the Administrative Services Bureau Commander apprised of any call-outs or utilization of the team
- Arrange training for team members



ORANGE COUNTY GRAND JURY

700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 25, 2020

The Honorable Steven R. Jones
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

CONFIDENTIAL

VIA EMAIL ONLY: stevej@ggcity.org

Dear Mayor Jones:

Enclosed is a copy of the 2019-2020 Orange County Grand Jury report, "**Protecting Those Who Protect and Serve**". Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report.*" (Emphasis added.) It is required that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), copy enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Kirk H. Nakamura, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than 90 days after the public release date, June 30, 2020, in compliance with *Penal Code* 933, copy enclosed. The due date then is September 28, 2020

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on June 30, 2020. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steven G. Belasco".

Steven G. Belasco, Foreperson
2019-2020 ORANGE COUNTY GRAND JURY

SGB:tk

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Protecting Those Who Protect and Serve



CONFIDENTIAL



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SUMMARY

The citizens of Orange County are protected by over 4,500 sworn law enforcement personnel from the Orange County Sheriff's Department (OCSD) and law enforcement agencies from the twenty-one cities that have their own police departments. Although every job has varying degrees of stress, law enforcement is one of the most stressful occupations in the country. During its investigation, the Grand Jury learned that public perception of law enforcement personnel is the leading cause of stress. In the aftermath of George Floyd's untimely death, public perception of law enforcement has markedly worsened and with it, the climate under which law enforcement personnel must protect and serve the citizens of Orange County.

Recognizing the impacts of stress on one's physical and mental health, both federal and state legislation was enacted in 2019 to address law enforcement mental health. In acknowledgement of the importance of peer support programs for Peace Officers, last year the California legislature unanimously passed (79-0) Assembly Bill-1117: Peace officers: peer support.¹ It was codified in California Government Code §§ 8669.1-8669.7, *Law Enforcement Peer Support and Crisis Referral Services Program* and became effective on January 1, 2020. Peer support services are available to listen, support, refer, and assist employees and family during difficult times in their personal and professional lives.

As there are many peer support groups for various occupations, the 2019-2020 Orange County Grand Jury sought to investigate the availability of those programs in the law enforcement agencies that serve the citizens of Orange County. Today, all but four law enforcement agencies in Orange County have established peer support programs with written policies.

The Orange County Grand Jury interviewed representatives of the OCSD and all city police agencies in Orange County. Although it was difficult to quantify the effectiveness of Peer Support Programs due to confidentiality concerns, the Grand Jury learned that law enforcement representatives are generally supportive of the program.

This report will focus on the importance of providing formal Peer Support Programs in all law enforcement agencies in Orange County to help manage stress inherent in law enforcement.

REASON FOR THE STUDY

It is common knowledge that law enforcement personnel (defined in statute and hereafter as Peace Officers)² have a stressful job. They are subjected to tragic situations and occurrences not normally experienced by the general public. These stress-inducing experiences can affect a

¹ https://leginfo.ca.gov/faces/billStatusClient.xhtml?bill_id=201920200AB1117

² Cal. Penal Code § 830.1(a)

Peace Officer's performance on the job, as well as relationships off the job. For Peace Officers to be effective, focused and fully engaged, they must be provided with safety nets to support their own mental health and wellbeing. One consideration is a program to assist Peace Officers in coping with the stress of their profession. This study was undertaken to determine whether law enforcement agencies within Orange County, California, maintain programs to ensure the mental wellbeing of its Peace Officers. In addition, the Grand Jury undertook to review the variety of programs that are currently in place throughout the many agencies, and to recommend implementation of peer support and wellbeing programs to those agencies currently without them.

METHOD OF STUDY

In conducting its investigation, the 2019-2020 Orange County Grand Jury interviewed 41 Peace Officers, including representatives from each law enforcement agency, and selected representatives from each agency's Peace Officers association. The Grand Jury's investigations was limited to the law enforcement agencies identified in Figure 1 and did not include others such as the harbor patrols, universities, and other police agencies with specific assignments. Additionally, an extensive online review and document research in the area of stress of Peace Officers was conducted. The effectiveness of peer support programs to support these Peace Officers was also evaluated.

The Grand Jury also interviewed a leading expert on Peer Support Programs, who provided invaluable information for its investigation.

CITIES OPERATING THEIR OWN POLICE DEPARTMENTS		CITIES/AREAS CONTRACTED WITH ORANGE COUNTY SHERIFF'S DEPARTMENT
Anaheim	La Palma	Aliso Viejo
Brea	Laguna Beach	Dana Point
Buena Park	Los Alamitos	Laguna Hills
Costa Mesa	Newport Beach	Laguna Niguel
Cypress	Orange	Laguna Woods
Fountain Valley	Placentia	Lake Forest
Fullerton	Santa Ana	Mission Viejo
Garden Grove	Seal Beach	Rancho Santa Margarita
Huntington Beach	Tustin	San Clemente
Irvine	Westminster	San Juan Capistrano
La Habra		Stanton
		Villa Park
		Yorba Linda
		Unincorporated Areas: Coto de Caza, Ladera Ranch, Las Flores, Rossmoor, Wagon Wheel Canyon, Trabuco Canyon, Rancho Mission Viejo

Figure 1. Law Enforcement Agencies in Orange County Investigated

BACKGROUND AND FACTS

There are approximately 4,500 men and women in Orange County who have taken an oath to protect and service the citizens of their respective municipalities, contracted cities, and unincorporated areas. There are 21 city-operated law enforcement agencies and one regional, the Orange County Sheriff's Department, which contracts with 13 cities and several unincorporated areas to provide law enforcement services.

In the discharge of their duties, these Peace Officers routinely place their lives and wellbeing in harm's way every time they go to work. When responding to a call, a Peace Officer seldom knows what to expect. Many decisions a Peace Officer makes must be made quickly, decisively, and instinctively based on their training. A Peace Officer may be responding to a call of domestic violence, or a deceased person. Even worse, they may be responding to a call of a crime committed against a child. There are Peace Officers in other equally stressful areas.

During multiple interviews, the Grand Jury learned that Peace Officers in Orange County experience stress from many sources, including some not directly involved with law enforcement activities. The most frequently cited cause of stress was a negative public perception of the profession (See Figure 2). Peace Officers are acutely aware of negative perceptions from the community, their neighbors, and the general public so much so that sometimes they feel compelled not to disclose they work in law enforcement. Although the death of George Floyd occurred long after the Grand Jury's interviews were complete, the mantras of "Defund the

Police” and “I can’t breathe” must resonate loudly in the ears of every Officer as he or she ventures out in the community every day to protect and serve. This issue will likely have a negative impact on future public perception of the police in general.

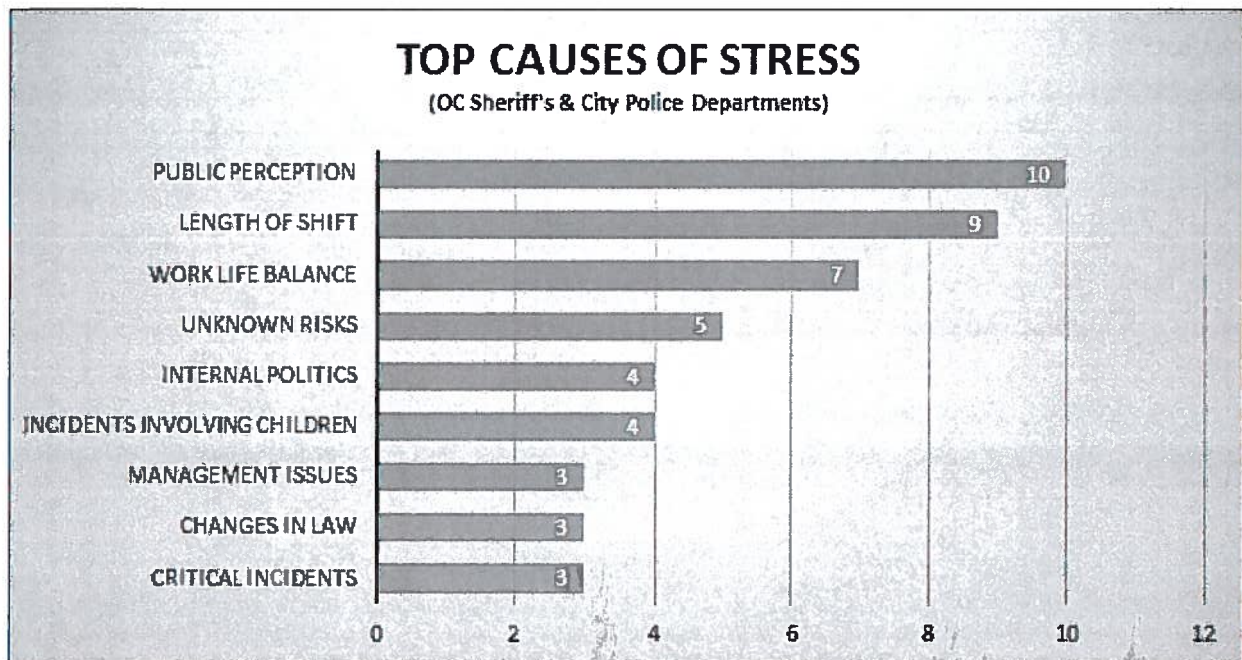


Figure 2. Top Causes of Stress

Peer Support Programs-Help is Here

In law enforcement agencies, support for personnel was recognized and provided through policies describing the procedures in a “Trauma Support Policy.” Some of these included aspects of what is now called peer support services. A California statute recognizes that “peer support services assist those affected by a critical incident in coping with critical incident stress and mitigating reactions to critical incident stress.”³ The California Peer Support Association defines peer support as follows:

Peer support is a process where a person discusses a personal issue with a non-professional, usually a friend or a co-worker. A person will select a peer support person primarily based upon trust. Most only share problems with someone considered credible, able to listen without judgments and capable of maintaining confidentiality. Peer support members have the responsibility to understand their role and its limitations. They are trained to employ active

³ Cal. Government Code § 8669.3(g)

listening skills, to avoid “solving” or taking on the person’s problems, and when appropriate, to refer the individual to professional resources.⁴

Orange County Peer Support Programs

Orange County law enforcement agencies offer various programs to support Peace Officers that span the continuum of support, ranging from informal conversations with colleagues to formal written policies.

- Orange County Association of Peer Supporters (OCAPS) provide support, training, advisement, response and resources in the aftermath of a critical incident or traumatic loss implicating law enforcement professional and families members in Orange County and surrounding areas. Peer Support Team members of participating departments have access to OCAPS resources.
- After an Officer Involved Shooting, Peace Officers must comply with their law enforcement agency’s policy. Most Officer Involved Shooting policies require three days paid-time off, psychological counseling and clearance before returning to active duty.
- After a Critical Incident (e.g. involving of a child), the agency chief may order a Peace Officer to take time off with pay and may order the Peace Officer to go through psychological counseling.
- Although an agency chief cannot order a Peace Officer to participate in a Peer Support Program, Peace Officers are encouraged to avail themselves of peer support services.
- When the Peer Support Team member considers it appropriate, Peace Officers may be referred to counseling by certified professionals through an Employee Assistance Program (EAP), which are available to all personnel without a referral.
- Some law enforcement agencies have faith-based programs that involve chaplains to support personnel in managing psychological and emotional reactions to traumatic events and stress. Chaplains are often used to support peer support teams in critical incident debriefings.
- Most law enforcement agencies report that informal peer support is always available to Peace Officers, at their discretion and sense of need, to discuss troublesome events with colleagues who know how these situations unfold and how to resolve them for the best; this could be over a cup of coffee.

⁴ <https://www.californiapeersupport.org/page-303232>

Peer Support Provided

It is important to emphasize the Peer Support Program also provides crisis stress debriefings to everyone involved in a critical incident. For example: in the case of an Officer Involved Shooting, not only is the Peace Officer provided immediate support, support is also extended to those involved with the 911 call. This includes the dispatcher taking the initial call and the crime scene investigators witnessing the aftermath of the incident. The goal of debriefing after the incident is to put everything into perspective by providing the big picture of the incident. Debriefing can be a cathartic relief of anxiety for those who participate.

Peer support team members have also been known to help other agencies within and outside of Orange County. The Grand Jury learned that in the case of the 2015 attack in San Bernardino and the 2017 North Park Elementary School shooting, the Peer Support Team provide mutual aid to their colleagues in the San Bernardino Sheriff's Department.

Some agencies have written policies in place for many years that address a peer support program that may need to be revised to provide participants with the protections of the new law. The bill AB 1117, defines a "peer support team" as a law enforcement agency response team composed of peer support team members. The bill defines a "peer support team member" as a law enforcement agency employee who has completed a peer support training course or courses pursuant to Section 8669.6. Agency selection criteria of peer support team members shall be incorporated into agency policies.

The Grand Jury learned that 18 Orange County law enforcement agencies operate with written policies. The remaining four have "ad hoc" peer support programs that are not documented in a written policy.

Acceptance of Peer Support Programs

Law enforcement agency chiefs, or their representatives, were all very supportive of having a Peer Support Program (PSP).⁵ Several said that many long-time Peace Officers would probably not use the Peer Support Program, as they were "old school," or were too "macho," subscribing to the "suck-it-up" mentality of career veterans on the force. In contrast, younger Peace Officers were more open to the program and embraced peer support efforts.

Positive Support for PSP

In a survey of two police departments and one sheriff's department in Colorado, 637 (77.9%) surveys were returned. Nearly 50% reported participation in peer support interactions, 90% of the users rated the program as "helpful or very helpful," 80% indicated they would use it again; and 90% would recommend it to others.

⁵ http://jackdigliani.com/uploads/3/4/5/1/34518973/peer_support_team_survey_report.pdf

The major reason for the popularity of the program is the inclusion of one's peers. Peace Officers feel that a fellow Peace Officer better understands them, whereas an outsider might be less understanding of the duties and stresses specific to their profession.

The Grand Jury learned police associations in Orange County were very supportive of the Peer Support Program, and encourage their members to utilize peer support when needed.

Peer Support Program is successful because it occupies a supporting niche that cannot be readily duplicated by either health plan counseling or an Employee Assistance Program. The power of the *peer* is the factor that is a constant in the support by peer support team members.

Some agencies, belong to the Orange County Association of Peer Supporters. This organization provides regional support, training, promotion, response and resources in the aftermath of a critical incident or traumatic loss impacting law enforcement personnel and family members in Orange County and surrounding areas.

Awareness of Peer Support Programs

A variety of techniques are used by city-operated law enforcement agencies and the Orange County Sheriff's Department to communicate the availability and to encourage the use of these support systems. Following are some examples:

- Information included in home mailings, including paychecks
- Brochures and posters prominently displayed in the briefing and break rooms
- Information posted on the internal websites (intranet)
- Information included in the training curriculum for new Peace Officers

Selecting Peer Support Team Members

Those who assist Peace Officers in coping with stressful incidents become part of the "Peer Support Team" and are commonly referred to as "Peer Support Team members" or "Peer Supporters." They are current sworn and non-sworn personnel who have been selected based on several criteria including but not limited to:

- Ability to maintain confidentiality
- Good communication and listening skills
- Genuinely care for the well-being of their peers
- Successful completion of required training

The new peer support statute states that agency selection of peer support members shall be incorporated into agency policy.⁶

⁶ Cal. Gov. Code, Section 8669.3(j)

During its investigation, the Grand Jury became aware of the compassionate nature of Peer Support Team members, and that they are in jeopardy themselves for burn out through the additional stress of coping with another person's problems. Team members may have a tendency to internalize the crisis they are assisting their peers to resolve. In order for team members to be effective Peer Supporters, some law enforcement agencies offered yearly counseling sessions to assist in de-stressing team members.

A provision of the newly effective peer support statute, may assist with recruiting Peer Support Team members. A provision in the law exempts peer support team members and their agencies from any liability for damages related to performing peer support services except in cases of gross negligence or intentional misconduct.⁷ These protections mean a Peer Supporter cannot be held liable if an officer responds to peer support with self-harm, property damage or other acts causing damage or injury.⁸

To avail themselves of the benefit of the newly effective peer support statute, law enforcement agencies must consult with an employee representative organization to develop and implement a program created under this the statute.⁹

Training Peer Support Team Members

Becoming a Peer Support Team member is voluntary and attracts those personalities of those who want to help others. Communication skills, especially listening and knowing when to engage, are essential traits in a good Peer Supporter. Building trust quickly, strong observation skills, sharing common experiences, and emphasizing the person's positive activities such as cooking.

In order to become a member of a Peer Support Team, formal training is required. Training generally consists of classes totalling 70-80 hours over a two-week period. The importance of confidentiality is emphasized, as this is essential to the success of the program. New members may be trained by fellow Peer Support Team members, but most go to seminars led by counselling professionals. There are many educational seminars available throughout California covering a wide variety of topics pertaining to peer support.

Protection of Confidential Communications

Peace Officers may be hesitant to use Peer Support Programs because they do not trust that what they say to a peer will be kept confidential. Confidentiality for these communications is essential

⁷ Cal. Government Code § 8669.5

⁸ State Coalition of Probation Organizations, *New California Law Supports Local Agency Peer Support Programs*, www.scopo.org, accessed 6/14/2020

⁹ Cal. Government Code § 8669.2(c)

to allow Peace Officers in crisis, whether from critical incidents or other trauma, to talk freely to Peer Supporters without fear of embarrassment, disclosure or reprisal.¹⁰

A Peer Support Program in which the team members have been trained in compliance with the newly effective peer support addresses that problem by making communications between a Peace Officer and Peer Support Team member confidential. A Peace Officer now has the right to refuse to disclose those communications, and to prevent a peer counselor from disclosing he, except in criminal proceedings, cases where the disclosure is necessary to prevent death or substantial bodily harm, for purposes of referring the Peace Officer to crisis services, and in other limited circumstances. The confidentiality provisions also apply to disclosure of confidential communications to crisis hotline or crisis referral services in civil, administrative or arbitration proceedings.¹¹ These “authorized” Peer Support Programs address concerns that may make Peace Officers reluctant to speak with others about their experiences.

To qualify for confidentiality protection, a Peer Support Team member must complete a training course approved by the law enforcement agency including, but not limited to, the topics¹² below:

- Pre-crisis education
- Critical incident stress defusing.
- Critical incident stress debriefing
- On-scene support services.
- One-on-one support services.
- Consultation.
- Referral services
- Confidentiality
- Impact of toxic stress on health and well-being
- Grief support
- Substance abuse awareness and approaches
- Active listening skills
- Stress management
- Psychological first aid.

Conversations with Peer Support Team members who have not completed a peer support training course pursuant to the newly effective statute are not considered “confidential communications” and may be disclosed during a civil, administrative or arbitration proceeding.

Peer Support Funding

During its investigation, the Grand Jury learned that only four law enforcement agencies allocate a specific budget line item for Peer Support Program. A majority of all law enforcement

¹⁰ Cal. Government Code § 8669.2(c).

¹¹ Cal. Government Code § 8669.4.

¹² Cal. Government Code § 8669.6.

agencies rely on their general operating budget to absorb the cost of peer support. The Grand Jury learned that due to the lack of funding, some departments will send one team member to formal training in order to conduct in-house training for other members. This practice of “Train the Trainer” is how many team members receive training.

In light of the current rancor to “Defund the Police,” Peer Support Programs are likely to take a back seat to other funding priorities. By cruel coincidence, this is occurring at a time when the need for peer support has never been greater.

FINDINGS

In accordance with California Penal Code Sections §933 and §933.05, the 2019-2020 Grand Jury requires responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation entitled “Protecting Those Who Protect and Serve,” the 2019-2020 Orange County Grand Jury has arrived at six principal findings, as follows:

- F1. Peer Support Programs are effective in helping Peace Officers develop healthy coping techniques for themselves and their families.
- F2. A written policy documenting each agency’s Peer Support Program helps ensure the program’s continuation after changes in staff.
- F3. The benefits in the peer support statute, effective January 1, 2020, are important to Peace Officers and Peer Support Team members.
- F4. It is important that Peer Support Team members receive periodic training.
- F5. Allocating a specific budget line item for Peer Support Programs help ensure adequate training and continuation of the programs.
- F6. Continuous communication to Peace Officers about the Peer Support Programs is important to increase awareness and use of the Peer Support Programs.

RECOMMENDATIONS

In accordance with California Penal Code Sections §933 and §933.05, the 2019-2020 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2019-2020 Orange County Grand Jury makes the following recommendations following four recommendations:

- R1. The 2019-2020 Orange County Grand Jury recommends that that the four law enforcement agencies without a written policy on their Peer Support Program institute a policy. (F1, F2)
- R2. The 2019-2020 Orange County Grand Jury recommends that all Peer Support Programs be in compliance with the peer support statute. (F3)

- R3. The 2019-2020 Orange County Grand Jury recommends that Peer Support Team members receive periodic training and that completion of training is documented. (F4)
- R4. The 2019-2020 Orange County Grand Jury recommends that all law enforcement agencies allocate a specific budget line item for their Peer Support Program. (F5)

COMMENDATIONS

The Grand Jury commends the following law enforcement agencies for their robust programs of peer support and community outreach to counter the public's negative perception of Peace Officers, as well as its extraordinary efforts to ensure the mental health and wellbeing of its Peace Officers, as well as the Peer Support Team Members:

Peer Support Programs

- Anaheim Police Department
- Laguna Beach Police Department
- Dr. Heather Williams, formerly with the Orange County Sheriff's Department, for her invaluable contribution to peer support programs.

Community Outreach Programs

- Several city law enforcement agencies hold "Coffee with a Cop" at different locations in their city.
- Westminster Police Department holds "Corvettes with a Cop."
- La Palma Police Department has "Checkout with a Cop."
- Garden Grove Police Department holds "Run with a Cop".
- Laguna Beach Police Department has a number of programs, i.e. "Hip Hop with a Cop" at the high school and visits with the Boys and Girls Club.

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on

the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

933.05.

(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

(Amended by Stats. 1997, Ch. 443, Sec. 5. Effective January 1, 1998.)

Responses Required

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

Findings

Orange County Sheriff-Coroner F1, F3, F4, F5, F6

City councils of the following cities: F2
Brea, Cypress, La Palma, Westminster

City councils of the following cities: F1, F3, F4, F5, F6
Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain
Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La
Habra, La Palma, Laguna Beach, Los Alamitos, Newport
Beach, Orange, Placentia, Santa Ana, Seal Beach, Tustin,
Westminster

Recommendations

Orange County Sheriff-Coroner R2, R3, R4

City councils of the following cities: R1
Brea, Cypress, La Palma, Westminster

City councils of the following cities: R2, R3, R4
Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Fountain
Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La
Habra, La Palma, Laguna Beach, Los Alamitos, Newport
Beach, Orange, Placentia, Santa Ana, Seal Beach, Tustin,
Westminster

GLOSSARY

A list of definitions for uncommon terms and acronyms is included here.

AB	Assembly Bill
EAP	Employee Assistance Program
OCAPS	Orange County Association of Peer Supporters
OCSD	Orange County Sheriff's Department
PSP	Peer Support Program

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new Public Works Department van. (Cost: \$27,009.20) (<i>Action Item</i>)		
		Date:	9/8/2020

OBJECTIVE

To secure City Council authorization to purchase one (1) new Public Works Department van from National Auto Fleet Group through the Sourcewell competitive bid program, contract #120716.

BACKGROUND

The Public Works Department is responsible for providing all city departments safe and reliable vehicles. Recently, a Public Works Department van was involved in a traffic collision with costs to repair the damage exceeding the vehicle's value. Consequently, the vehicle was totaled and under the City's policy guidelines requires replacement. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member, the City is able to utilize Sourcewell bid awards for vehicle and equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group	\$27,009.20*
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* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

The financial impact is \$27,009.20 to the Fleet Management Fund. There is no impact to the General Fund. The surplus vehicles will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director 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.

By: Steve Sudduth
Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ford Transit Connect van quote	8/21/2020	Backup Material	GG_Transit_Connect.docx
Ford Transit Connect van specs	8/21/2020	Backup Material	GG_Transit_connect.pdf

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

August 21, 2020

Mr. Steve Sudduth
City Of Garden Grove
13802 New Hope St.
Garden Grove, California 92843
Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2021 Transit Connect Cargo Van responding to your requirement with the attached specifications for:

2021 Transit Connect	24,828.00
Sales Tax	2,172.45
Tire Tax	8.75
Total	27,009.20

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.


Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)**Selected Model and Options****MODEL**

CODE	MODEL
S6E	2021 Ford Transit Connect Van XL SWB w/Rear Symmetrical Doors

COLORS

CODE	DESCRIPTION
BY	School Bus Yellow

ENGINE

CODE	DESCRIPTION
992	Engine: 2.0L GDI I-4 Gas -inc: auto start/stop technology and EcoMode, Heavy Duty Battery (80-amp; 800CCA) (STD)

TRANSMISSION

CODE	DESCRIPTION
448	Transmission: 8-Speed SelectShift Automatic (STD)

OPTION PACKAGE

CODE	DESCRIPTION
100A	Order Code 100A

AXLE RATIO

CODE	DESCRIPTION
—	3.80 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
BY	School Bus Yellow

SEAT TYPE

CODE	DESCRIPTION
SB	Ebony, Vinyl Front Bucket Seats -inc: 6-way manual driver seat (fore/aft, up/down and lever recline) and 4-way manual passenger seat (fore/aft and lever recline) w/fold-flat back

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11572, Data updated Aug 5, 2020 11:03:00 PM PDT

Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION
51C	Heavy Duty Battery -inc: (80-amp; 800CCA)


ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
58Z	Radio: SYNC 3 w/o Navigation -inc: FordPass Connect/telematics modem w/WiFi hotspot connects up to 10 devices (a trial subscription of 3 months or 3 gigabytes - whichever comes first, wireless service plan required after trial subscription ends), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (service for 1 year from the vehicle sale date as recorded by the dealer), 6.5" LCD touch screen, AM/FM stereo receiver, SiriusXM satellite radio, 911 Assist, AppLink, Apple CarPlay compatibility, Android Auto compatibility, 2 smart-charging USB ports and 4 front speakers (2 front door speakers and 2 A-pillar tweeters), Compass Display, Cruise Control, SYNC 3 Communications & Entertainment System, VHR, SYNC services, Bluetooth, steering wheel controls and auxiliary input jack

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
525	Cruise Control
76R	Reverse Sensing System

Options Total

Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)

Standard Equipment

Mechanical

Engine: 2.0L GDI I-4 Gas -inc: auto start/stop technology and EcoMode, Heavy Duty Battery (80-amp; 800CCA) (STD)

Transmission: 8-Speed SelectShift Automatic (STD)

3.80 Axle Ratio (STD)

50-State Emissions System

Transmission w/SelectShift Sequential Shift Control

Front-Wheel Drive

80-Amp/Hr 800CCA Maintenance-Free Battery w/Run Down Protection

150 Amp Alternator

1510# Maximum Payload

GVWR: 5,130 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

15.8 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Torsion Beam Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 16" Sparkle Silver-Painted Steel -inc: full wheel covers (non-locking lug nuts)

Tires: 215/55R16 97H XL AS

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Bumper


Black Bodyside Moldings

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Manual Side Mirrors w/Convex Spotter and Manual Folding

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11572, Data updated Aug 5, 2020 11:03:00 PM PDT

Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)

Exterior

Light Tinted Glass

Rain Detecting Variable Intermittent Wipers

Fully Galvanized Steel Panels

Black Grille

Sliding Rear Doors

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Autolamp Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off

Perimeter/Approach Lights

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls, Voice Activation, Radio Data System and External Memory Control

Radio: AM/FM w/Bluetooth -inc: FordPass Connect/telematics modem w/WiFi hotspot connects up to 10 devices (a trial subscription of 3 months or 3 gigabytes - whichever comes first, wireless service plan required after trial subscription ends), remotely start, lock and unlock vehicle, schedule specific times to remotely start vehicle, locate parked vehicle and check vehicle status (service for 1 year from the vehicle sale date as recorded by the dealer), 4.2" LCD multi-function display screen, 1 USB port and 4 front speakers (2 front door speakers and 2 A-pillar tweeters), Ford telematics and data services prep included for fleet ONLY: FordPass Connect 4G Wi-Fi modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts, Device enables telematics services through Ford or authorized providers, Activate at www.FleetAccount.ford.com or call 833-FCS-Ford (833-327-3673)

Streaming Audio

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

Driver Seat

Passenger Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Front Cupholder

Remote Keyless Entry w/Integrated Key Transmitter and Illuminated Entry


Manual Air Conditioning

Glove Box

Driver Foot Rest

Front Cloth Headliner

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11572, Data updated Aug 5, 2020 11:03:00 PM PDT

Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)

Interior

Cloth Door Trim Insert

Urethane Gear Shifter Material

Vinyl Front Bucket Seats -inc: 6-way manual driver seat (fore/aft, up/down and lever recline) and 4-way manual passenger seat (fore/aft and lever recline) w/fold-flat back

Full Floor Console w/Storage, Full Overhead Console w/Storage and 2 12V DC Power Outlets

Delay Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Vinyl/Rubber Floor Trim

Cargo Space Lights

Tracker System

Driver And Passenger Door Bins

Power 1st Row Windows w/Driver 1-Touch Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Display

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints

Driver And Front Passenger Armrests

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior


Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Ford Co-Pilot360 - Automatic Emergency Braking (AEB)

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Vehicle: [Fleet] 2021 Ford Transit Connect Van (S6E) XL SWB w/Rear Symmetrical Doors ( Complete)

Safety-Interior

Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Ford Co-Pilot360 - Reverse Camera Back-Up Camera

WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Corrosion Years: 5

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William E. Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Authorize the issuance of a purchase order to National Auto Fleet Group for one (1) new jail transport van (Cost: \$37,336.10) (<i>Action Item</i>)		
		Date:	9/8/2020

OBJECTIVE

To secure City Council authorization to purchase one (1) new Police Department jail transport van from National Auto Fleet Group through the Sourcewell competitive bid program, Contract #120716.

BACKGROUND

The Public Works Department has one (1) police jail van that currently meets the City's guidelines for replacement and were approved through the Fiscal Year 2020/21 budget process. Experience has shown that the City's buying power is enhanced through joining with other public agencies to purchase fleet vehicles and equipment.

DISCUSSION

Sourcewell nationally solicits, evaluates and awards contracts through a competitive bid process. As a member of Sourcewell, the City is able to utilize bid awards for equipment purchases. Staff recommends piggybacking on the results of a recent Sourcewell competitive bid program, Contract #120716. The results deemed National Auto Fleet Group as the lowest responsive bid.

National Auto Fleet Group

\$37,336.10*

* This price includes all applicable tax and destination charges.

FINANCIAL IMPACT

There is no impact to the General Fund. The financial impact is \$37,336.10 to the Fleet Management Fund. The surplus equipment will be sold at public auction.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Finance Director 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.

By: Steve Sudduth, Equipment Maintenance Supervisor

ATTACHMENTS:

Description	Upload Date	Type	File Name
P.D. Jail van quote	8/21/2020	Backup Material	GG_Transit_Prisoner.docx
P.D. Jail van specs	8/21/2020	Backup Material	GG_Prisoner_van.pdf

National Auto Fleet Group

A division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
855 BUY-NJPA 626-457-5590
855 289-6572 626-457-5593

September 1, 2020

Mr. Steve Sudduth
City Of Garden Grove
13802 New Hope St.
Garden Grove, California 92843
Delivery Via Email

Dear Mr. Sudduth,

In response to your inquiry, we are pleased to submit the following for your consideration:

National Auto Fleet Group will sell, service and deliver at Garden Grove, new/unused 2020 Transit W9C mid roof Cargo Van responding to your requirement with the attached specifications for:

2020 Transit W9C	34,324.00
Sales Tax	3,003.35
Tire Tax	8.75
Total	37,336.10

These vehicles are available under the Sourcewell master contract# 120716 formally the NJPA master vehicle contract# 120716.


Terms are net 30 days.

National Auto Fleet Group welcomes the opportunity to assist you in your vehicle requirements.



John Oviyach
National Account Law Enforcement Manager
National Auto Fleet Group



Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)**Selected Model and Options****MODEL**

CODE	MODEL
W9C	2020 Ford Transit Cargo Van T-350 148" Med Rf 9500 GVWR RWD

COLORS

CODE	DESCRIPTION
YZ	Oxford White

ENGINE

CODE	DESCRIPTION
998	Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)

TRANSMISSION

CODE	DESCRIPTION
44U	Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)

OPTION PACKAGE

CODE	DESCRIPTION
101A	Order Code 101A

AXLE RATIO

CODE	DESCRIPTION
X73	3.73 Axle Ratio (STD)

PRIMARY PAINT

CODE	DESCRIPTION
YZ	Oxford White


SEAT TYPE

CODE	DESCRIPTION
CB	Ebony, Cloth Front Bucket Seats

SEATING ARRANGEMENT

CODE	DESCRIPTION
21M	Ebony Cloth Bucket Seats -inc: 2-way manual driver seat w/lumbar, 2-way manual passenger seat and driver and passenger armrest

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)**ADDITIONAL EQUIPMENT - EXTERIOR**


CODE	DESCRIPTION
544	Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors -inc: turn signals
17A	Fixed Rear Cargo Door Glass -inc: Rearview Mirror
68J	Extended Length Running Boards -inc: Covers the A-B pillar driver-side and A-C pillar passenger-side
55D	Front Fog Lamps -inc: Auxiliary lamps that are generally integrated into the front fascia and designed to help illuminate the roadway during poor visibility
942	Daytime Running Lights -inc: Provides enhanced vehicle visibility during daylight conditions

ADDITIONAL EQUIPMENT - ENTERTAINMENT

CODE	DESCRIPTION
58V	Radio: AM/FM Stereo w/SYNC 3 -inc: Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION
86F	2 Additional Keys (4 Total) -inc: key fobs
43R	Reverse Sensing System
Options Total	

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.5L PFDi V6 Flex-Fuel -inc: port injection (STD)

Transmission: 10-Spd Automatic w/OD & SelectShift -inc: auxiliary transmission oil cooler (STD)

3.73 Axle Ratio (STD)

50-State Emissions System

Rear-Wheel Drive

70-Amp/Hr Maintenance-Free Battery w/Run Down Protection

250 Amp Alternator

4210# Maximum Payload

GVWR: 9,500 lbs

Front Anti-Roll Bar

Electric Power-Assist Steering

25.1 Gal. Fuel Tank

Single Stainless Steel Exhaust

Strut Front Suspension w/Coil Springs

Leaf Rear Suspension w/Leaf Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist and Hill Hold Control

Exterior

Wheels: 16" Silver Steel w/Black Hubcap

Tires: 235/65R16C 121/119 R AS BSW

Steel Spare Wheel

Full-Size Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Black Front Bumper

Black Rear Bumper w/1 Tow Hook

Black Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles


Black Side Mirrors w/Convex Spotter

Short-Arm Manual-Folding Power Adjust Mirrors

Light Tinted Glass

Variable Intermittent Wipers

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Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Exterior

Fully Galvanized Steel Panels

Black Grille

Front License Plate Bracket

Sliding Rear Passenger Side Door

Split Swing-Out Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Fully Automatic Aero-Composite Halogen Auto High-Beam Headlamps

Laminated Glass

Entertainment

Radio w/Seek-Scan, Clock, Aux Audio Input Jack, Steering Wheel Controls and External Memory Control

Radio: AM/FM Stereo -inc: Bluetooth, dual USB ports, a 4.0" multi-function display and 4 speakers (front)

Streaming Audio

Fixed Antenna

Bluetooth Wireless Phone Connectivity

1 LCD Monitor In The Front

Interior

Dark Palazzo Gray Vinyl Bucket Seats -inc: 2-way manual driver seat, 2-way manual passenger seat and driver armrest (STD)

4-Way Driver Seat

4-Way Passenger Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer and Trip Odometer

FordPass Connect 4G Mobile Hotspot Internet Access

Front Cupholder

Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Manual Air Conditioning

Locking Glove Box

Driver Foot Rest

Interior Trim -inc: Metal-Look Instrument Panel Insert


Front Cloth Headliner

Urethane Gear Shifter Material

Vinyl Front Bucket Seats

Partial Floor Console w/Storage, Full Overhead Console w/Storage and 2 12V DC Power Outlets

Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided. Data Version: 11572, Data updated Aug 5, 2020 11:03:00 PM PDT

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

Interior

Front Map Lights

Fade-To-Off Interior Lighting

Front Only Vinyl/Rubber Floor Covering

Cargo Space Lights

Instrument Panel Bin, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver 1-Touch Down

Power Door Locks w/Autolock Feature

Analog Display

Manual Adjustable Front Head Restraints

Securilock Anti-Theft Ignition (pats) Engine Immobilizer

2 12V DC Power Outlets

Safety-Mechanical

Ford Co-Pilot360 w/Side Wind Stabilization Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Emergency Sos

Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)

Ford Co-Pilot360 - Lane-Keeping Assist Lane Departure Warning

Low Tire Pressure Warning


Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch

Safety Canopy System Curtain 1st Row Airbags

Airbag Occupancy Sensor

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

Back-Up Camera

Vehicle: [Fleet] 2020 Ford Transit Cargo Van (W9C) T-350 148" Med Rf 9500 GVWR RWD ( Complete)

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Corrosion Years: 5
Corrosion Miles/km: Unlimited
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	William Murray
Dept.:	City Manager	Dept.:	Public Works
Subject:	Award a contract to Merchants Building Maintenance LLC, to provide janitorial services for City facilities (Cost: \$204,721.34 for three years) (<i>Action Item</i>)		
		Date:	9/8/2020

OBJECTIVE

For the City Council to award a contract with Merchants Building Maintenance, LLC, to provide custodial contract services.

BACKGROUND

The contract with Merchants Building Maintenance, LLC, which provides for custodial services at the City's jail facility, police substations and the Buena Clinton Family Resource Center, expired as of August 2020. Prior to the expiration of the contract, City staff developed a set of specifications and completed the request for proposal (RFP) process.

DISCUSSION

On July 13, 2020, following the pre-bid meeting, staff received seven proposals. On July 21, 2020, the Source Selection Committee (SSC) met to review the proposals. On July 30, 2020, the SSC met to tabulate the final scores. Subsequently, a decision was made to recommend awarding a contract to Merchants Building Maintenance, LLC, based on the lowest pricing and proposed work plan that best fit the needs of the City. See table below for rating summary.

NAME	Total 3 year amount	Final Score
Merchants Building Maintenance, LLC Santa Ana, CA	\$170,601.12	236
Kleenway Building Maintenance, Inc. Los Angeles, CA	\$258,219.60	234
Commercial Building Management, Inc. Santa Ana, CA	\$286,435.08	196
Haynes Building Services, LLC Irwindale , CA	\$434,304.48	192
Guaranteed Janitorial Services, Inc. Chino, CA	\$396,216.00	188
Calico Building Services, Inc. Irvine, CA	\$283,290.00	133
Priority Building Services, LLC Brea, CA	\$218,844.00	122

FINANCIAL IMPACT

The cost for the custodial contract with Merchants Building Maintenance is \$170,601.12 for three years with a two year renewal option. The renewal cost is \$58,724.16 per option year. An additional \$34,120.22 is requested to cover on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services required by the City, for a total of \$204,721.34 for the first three years. The funds for this service are available in the adopted budget.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to the highest scoring proposer, Merchants Building Maintenance, LLC, in the firm fixed price amount of \$170,601.12 for the three-year term with the option to renew the contract for an additional two years;
- Approve an additional \$34,120.22, to cover on-call jail cleaning services, as well as any unforeseen cleaning and sanitizing services required, for a total of \$204,721.34 for the first three years; and
- Authorize the City Manager to execute the contract and make minor modifications as appropriate.

By: Phillip Carter, Facilities Manager

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment: Merchants Building Maintenance Contract	8/26/2020	Agreement	Merchants_Building_Maintenance_2020.pdf

CUSTODIAL SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2020, by the **CITY OF GARDEN GROVE**, a municipal corporation, ("CITY") and **Merchant's Building Maintenance, LLC**, herein after referred to as "CONTRACTOR".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove COUNCIL AUTHORIZATION, DATED _____.
2. CITY desires to utilize the services of CONTRACTOR to Provide Full Custodial Services at Eight Locations in the City of Garden Grove.
3. CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term and Termination.** **Term and Termination.** The initial term of the Agreement shall be from September 1, 2020 through August 31, 2023, with options for CITY to extend the term of the Agreement for up to two (2) additional years, for a total of five (5) years. Option years shall be exercised one (1) year at a time, at the sole option of the CITY. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with Proposal Pricing form (Attachment B). Contractor is required to present evidence to support performed work completion.
2. **Services to be Provided.** The services to be performed by CONTRACTOR shall consist of tasks as set forth in the Scope of Work. The Scope of Work is attached as Attachment "A", and is incorporated herein by reference. The Scope of Work and this Agreement do not guarantee any specific amount of work.
3. **Compensation.** CONTRACTOR shall be compensated as follows:
 - 3.1 **AMOUNT.** Total Compensation under this agreement shall not exceed (NTE) amount of Two Hundred Four Thousand Seven Hundred Twenty One Thousand Dollars and 34/100 (\$204,721.34), for the first three years, payable in arrears and in accordance with Proposal Pricing form, Attachment B. All work shall be in accordance with RFP No. S-1270, annual pricing also includes an additional 20% per year to cover additional services as listed in Attachment "B" Proposal Pricing form.

YEAR	AMOUNT	ADDITIONAL SERVICES	ANNUAL TOTALS
Year One	\$54,074.64	\$10,814.93	\$64,889.57
Year Two	\$57,802.32	\$11,560.46	\$69,362.78
Year Three	\$58,724.16	\$11,744.83	\$70,468.99
Total for First Three Years	170,601.12	34,120.22	204,721.34
Option Year Four	58,724.16	11,744.83	70,468.99
Option Year Five	58,724.16	11,744.83	70,468.99
Five Year Totals	288,049.44	57,609.89	345,659.33

3.2 Payment For work under this Agreement, payment shall be made per invoice for work completed. Within 45 day of delivery of goods or completion of performance of services, CONTRACTOR must promptly render an invoice to CITY or payment may be significantly delayed. For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B". For extra work not a part of this Agreement, a written authorization by CITY will be required, and payment shall be based on schedule included in PROPOSAL PRICING FORM, Attachment "B". All work shall be in accordance with RFP. No. S-1270.

3.3 Records of Expenses. CONTRACTOR shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at reasonable times to CITY.

3.4 Termination. CITY shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed.

4. **Insurance Requirements.**

4.1 COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance and provide a Waiver of Subrogation in favor of the City.

- 4.2 WORKERS COMPENSATION INSURANCE For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law provide Employers Liability in an amount not less than \$1,000,000.
- 4.3 INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:
- (a) Commercial general liability in an amount of \$1,000,000.00 per occurrence (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
 - (b) Automobile liability in an amount of \$1,000,000.00 combined single limit (**claims made and modified occurrence policies are not acceptable**); Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - (c) Commercial crime policy in an amount of \$500,000.00 per occurrence, including employee dishonesty, forgery, alteration, and theft. Alternatively, CONTRACTOR may post a fidelity bond in the amount of \$100,000 to comply with this requirement.
 - (d) Pollution/environmental liability in the amount not less than \$1,000,000.00; (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CITY and have AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY.

An **On-Going and Completed Operations Additional Insured Endorsements** for the policy under section 4.3 (a) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, it's officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (c) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY

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

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

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONTRACTOR in the event of any default or breach by CITY, or for any amount which may become due to CONTRACTOR.
6. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is agreed to that CONTRACTOR shall act and be an independent contractor and not an agent or employee of the CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
8. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government. CONTRACTOR shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.

9. **Notices.** All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

- a. (CONTRACTOR)
Merchant's Building Maintenance, LLC
Attention: George Rodriguez
1639 E. Edinger Avenue, Bldg. B
Santa Ana, CA 92705
- b. (Address of CITY) (with a copy to):
City of Garden Grove Garden Grove City Attorney
11222 Acacia Parkway 11222 Acacia Parkway
Garden Grove, CA 92840 Garden Grove, CA 92840

10. **CONTRACTOR'S PROPOSAL.** This Agreement shall include CONTRACTOR'S proposal or bid which shall be incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

11. **Licenses, Permits, and Fees.** At its sole expense, CONTRACTOR shall obtain a Garden Grove Business License, all permits, and licenses as may be required by this Agreement.

12. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from CITY.

13. **Time of Essence.** Time is of the essence in the performance of this Agreement.

14. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR 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 relationship between any subcontractor and CITY. All persons engaged in the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

15. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
16. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall defend, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR in the performance of the Agreement. The only exception to CONTRACTOR's responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

17. **Appropriations.** This Agreement is subject to and contingent upon funds being appropriated therefor by the Garden Grove City Council for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the CITY.

\\\\\\

(Agreement Signature Block on Next Page)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

"CONTRACTOR"
Merchant's Building Maintenance, LLC

By: _____

Name: _____

Title: _____

Date: _____

Tax ID No. _____

Contractor's License: _____

Expiration Date: _____

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

APPROVED AS TO FORM:

Garden Grove City Attorney

Date

ATTACHMENT "A"
SCOPE OF WORK
RFP No. S-1270

Provide Full Custodial Services at Eight Locations in the City of Garden Grove

SECTION I – SCOPE OF WORK

The City of Garden Grove is seeking qualified contractors with a minimum of five (5) years of experience providing custodial services similar to those requested in this Scope of Work. The qualified contractor selected will furnish all Labor, Materials, and Equipment to provide full custodial services at the City Jail Facility, Buena Clinton Family Resource Center, and Six Police Sub-Stations in Garden Grove and will be on-call to provide emergency clean-up service at the City Jail Facility on a 24-hour basis.

The initial performance period shall be for three (3) years with the option to extend one (1) year at a time at the sole option of the CITY for a total possible performance period of five (5) years. The contract will commence once the contract with the current service provider expires.

Only those proposals that submit pricing on all n (8) locations as well as the Emergency Call Fee for the Jail Facility will be considered! No exceptions!!

SECTION II – GENERAL CONDITIONS

- A. City reserves the right to terminate the agreement pursuant to the following provisions:
- (1) Whenever the Contractor shall default in performance for the Agreement in accordance with its terms and shall fail to cure such default within a period of ten (10) days after receipt from the City of a notice specifying the default; or
 - (2) City reserves the right to terminate the Agreement upon thirty (30) days' notice to Contractor. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the City, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.
- B. The amount due the Contractor by reason of termination shall be the amount Contractor is entitled to for all work and services satisfactorily performed to the date of termination.

- C. In the event of a partial termination, the portion of the sum, which is, payable with respect to the work under the continued portion of the Agreement shall be equitably adjusted by agreement between the Contractor and the City, and such adjustment shall be evidenced by an amendment to the Agreement.

No subcontractors will be employed by the Contractor unless specifically approved by the City's Facilities Supervisor. All persons engaged in the work will be employees of the Contractor, and the Contractor will be held directly responsible for their work and supervision.

The Contractor will provide an adequate number of work force to work on a continuous basis with no rotation of staff members.

The Contractor hereby agrees to and shall hold the City, its elective and appointive boards, offices, agents and employees, harmless from any liability for damage or claims from damage for personal injury, including death, as well as from claims for property damage which may arise from Contractor's or any of subcontractors operations under this agreement.

In view of the policy of the City with respect to endorsement of products, materials or equipment of any manufacturer, the Contractor shall not permit endorsements by photographs or written statements involving the City without prior written approval of the City through the Public Works Department.

All work under this contract shall be inspected by the Custodial Supervisor or his representative, to insure compliance with the specifications.

Since the City cannot be responsible for losses of Contractor's supplies, tools, or equipment, Contractors are hereby notified of their responsibility for providing proper identification and security for such items at their own expense.

The Contractor shall be responsible for all damages to City property caused by his employees. Such damage shall be repaired promptly by the Contractor to the satisfaction of the City, at no expense to the City.

The Contractor shall be responsible for payment of all of his payrolls, including withholding taxes, social security, unemployment compensation insurance, and for payment of his public liability insurance and employee bonds.

Payment for services shall be made to the Contractor once a month upon submission of an invoice consisting of an original and two copies, properly certified.

The City reserves the right to increase or decrease the cleaning of certain areas as circumstances may require. In the event of increased or decreased cleaning requirements, the Contractor shall submit in writing to the Janitorial Supervisor the change in man-hours of time and the additional cost or credit to the City. The cost or credit will be expected to be reasonably proportionate to the initial proposal price compared with square footage of cleaning area. When the proposal is accepted by the City, it shall be confirmed by written amendment to the contract.

The Contractor shall provide all necessary machines, equipment, tools and labor, etc., as may be necessary to perform the work outlined herein. The Contractor shall deposit all trash in the refuse containers designated by the Building Supervisor.

The City will furnish consumable items such as toilet paper, paper towels, and soap refill for dispenser units, plastic trash container liners, sanitary napkins, toilet seat covers, and urinal deodorant blocks. The Contractor shall be responsible, however, to secure City-supplied items and refill all containers and dispensers; and shall sign out on a log for all City supplies.

The Contractor will furnish all cleaning materials and supplies, such as liquid floor cleaner, disinfectants, floor wax stripper, floor wax, floor sealers, and carpet cleaning materials.

The Contractor will provide a listing of products intended for use, with a copy of the manufacturer's M.S.D.S. sheets for City approval.

SECTION III – PERSONNEL REQUIREMENTS

The Contractor shall have present on the job at all times during working hours, a competent supervisor and any necessary assistants. Prior to the commencement of work, the Contractor shall submit in writing to the Building Supervisor, for prior approval, the name of the person intended to be employed as Supervisor for the execution of this contract, along with his qualifications and past experience. The Supervisor shall be required to communicate effectively in the English language, and to report to the Building Supervisor or designee as necessary to review cleaning requirements and deficiencies.

The City reserves the right to execute a background investigation of any employee of this Contractor and to require the Contractor to remove any employee whose actions are considered detrimental to the best interest of the City. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ or permit to remain on the job, any person he considers unfit.

The successful Contractor shall properly identify each employee engaged for this work. Also, the Contractor shall provide each employee with a uniform (shirt or blouse) with the Contractor's logo and an identification card.

The City will periodically inspect all work performed by the Contractor. Normally, at least a weekly joint inspection shall be conducted by Contractor or his representative and the Building Supervisor or his designee.

Keys for buildings are controlled by the Building Supervisor or his designee at all times. Every effort shall be exercised by Contractor's employees to conserve electricity by only lighting areas in which work is currently being performed.

Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephones, televisions, radios, or computers while on duty. Violations will be grounds for dismissal.

For the purposes of coordination and control, the Control must so arrange his employees' HOLIDAYS, SICK LEAVE, and VACATIONS to conform to City schedules.

SECTION IV – WORKMANSHIP AND HOURS

All work shall be performed Monday through Friday, inclusive, between the hours of 5:30 p.m. and 10:30 p.m. Also, the Contractor shall schedule and arrange his work so he will not interfere with operational functions of the building. To facilitate inspection by the Custodial Supervisor or his designee, the Contractor will maintain a consistent work schedule between the hours of 5:30 p.m. and 10:30 p.m., and prior to commencement of work under this contract, submit a written work schedule to the City's Building and Custodial Supervisors. At indeterminate times, some areas of the buildings will be occupied and used by employees for after-hours work, and such circumstances shall not alleviate responsibility of required cleaning at a later time.

The City Jail Facility requires that the contractor be available on an on-call 24-hour basis.

SECTION V – WORK STANDARDS

Definition of various operations:

Cleaning: To free from dirt or impurities, removing stains either by hand or with tools from urinals, water closets, sinks, drinking fountains, light fixtures, mirrors, etc.

Buffing: To clean or shine with a floor machine, surfaces such as resilient tiles, terrazzo, wood, slate, etc.

Dusting: To remove surface dust or dirt as from furniture, files, sills, blinds, telephones, vents, grills, lighting fixtures, with properly treated cloths.

Emptying: To remove accumulation of trash or residue from waste containers, ashtrays, receptacles, etc., and deposit in designated containers on the outside of buildings.

Mopping, Damp and Wet: To wash, wipe and remove from floor and stair surfaces to leave acceptably clean.

Polishing: To smooth and brighten as by rubbing with polishing cloth using proper pastes, etc., as surfaces may require, such as brass, furniture, counters, mirrors, etc.

Refill: To replace the contents of a container such as soap, toilet tissue, towel dispensers, etc.

Stripping: This is a colloquial term for removing built-up waxes, seals and other floor dressings, the original natural surface before applying a fresh coat of protective cover to surfaces such as resilient tile, wood, terrazzo, etc.

Sweeping: To remove or clear away dirt or debris with a broom or a brush. Normally all horizontal surfaces subject to foot or wheel usage.

Upholstery Cleaning: As needed.

Vacuum: To clean with a vacuum cleaner. Regular emptying of collector device is important and proper setting of height above surface will improve effectiveness.

Washing: The act or process of making thoroughly clean by moistening, wetting, scrubbing, rinsing, with water plus proper quantities of soap, detergents and disinfectants for various objects and equipment.

Pressure Washing: The use of high-pressure water / cleaning solution to remove mold, dust, grime, mud, chewing gum, and dirt from concrete and building surfaces.

Waxing: To cover or treat with liquid wax or other floor finish in proper quantities over properly prepared surfaces to protect and beautify.

Window Cleaning: The interior building glass shall be cleaned quarterly and spot-cleaned as needed. Reference Section VI offices #7, *clean all door glass daily to include all interior office glass, as found on cubicles and interior doors.*

NOTE: Contractor's proposal should also include clarification of how the four main types of floor covering listed below will be maintained:

1. VCT
2. Ceramic Tile
3. Linoleum
4. Carpet

SECTION VI – SQUARE FOOTAGE

The approximate square footage of the locations are as follows however it shall be the Contractor's sole responsibility to determine and verify the correct square footage of all facilities included in this Request for Proposal.

SECTION IX – CUSTODIAL SERVICE LOCATIONS

1. City Jail Facility: 11301 Acacia Parkway
2. Police Sub Station One: 9572 Garden Grove Boulevard
3. Police Sub Station Two: 12821 Western Avenue
4. Police Sub Station Four: 9755 Bixby
5. Police Sub Station 5: 12395 Lewis Street
6. Police Sub Station 6: 9547 Bolsa Avenue #B
7. Buena Clinton Family Resource Center: 12661 Sunswept Avenue
8. Magnolia Family Resource Center: 11402 Magnolia St.

SECTION VII – HOLIDAYS: The City currently observes the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Two (2) Work Days – the week between Christmas and New Years

SECTION VIII – FREQUENCY OF OPERATIONS: The Contractor shall be required to schedule his work to insure that the following frequency of operations are adhered to or exceeded:

DAILY

Offices

1. Empty all waste receptacles, trash containers, ashtrays/sand urns
2. Replace liners as necessary.
3. Remove trash to designated area.
4. Vacuum all carpeted floors and walk mats.
5. Sweep and damp mop all hard surface floors.
6. Spot clean all carpet areas as necessary.
7. Clean all door glass inside and out.
8. Clean and polish drinking fountains.
9. Sweep all outside entryways leading into the building.

Restrooms (Men and Women)

1. Empty and clean all waste and trash receptacles. Replace liners.
2. Remove trash to designated areas.
3. Replenish toilet supplies.
4. Empty sanitary napkin containers and replace liners.
5. Clean all bowls, urinals and basins.
6. Clean and disinfect all operating fixtures.
7. Sanitize underside and tops of toilet seats.
8. Clean all mirrors and dispensers.
9. Spot wash walls, toilet partitions, door kick plates, push plates.
10. Sweep and wet mop floors with disinfectant.

Lunchroom, Coffee Area

1. Empty all waste receptacles.
2. Empty and clean coffee pots.
3. Clean sink/fixtures, countertops and cabinet exteriors.
4. Wash any spillage off appliances and vending machines.
5. Wash all tables and chairs.

6. Refill all dispensers.
7. Sweep and damp mop floors.

WEEKLY

Offices

1. Dust all furniture, file cabinets, window sills, door frames, pictures.
2. Clean entry door jambs and thresholds. Damp mop base boards.
3. Clean and disinfect all telephone handsets.
4. Remove all marks from all interior walls and wall switches.

Restrooms

1. Wash toilet partitions, walls, doors and jambs.
2. Machine scrub tile floors with disinfectant.

Lunchroom, Coffee Area, Lobby

1. Wet mop, remove all scuff marks on all vinyl floors.
2. Refinish and polish all vinyl floors as necessary to maintain a high gloss finish.
3. Remove all marks from all interior walls and switches.

MONTHLY

1. Vacuum all carpet areas and walk mats.
2. Spot clean carpet as necessary.
3. Clean carpet by the hot water extraction method.
4. Dust all overhead light fixtures, air vents/grills.
5. Dust all artificial plants.
6. Polish all bright metal work and plumbing fixtures.

NOTE: Contractor shall specify in their proposal, the method used to clean the light fixtures and the frequency of the cleaning if other than monthly will be performed.

QUARTERLY

1. Sweep, wash and wax all resilient floors.
2. Vacuum all upholstery furniture and partitions.
3. Wash all plastic, wood window coverings.

SEMI-ANNUALLY

1. Strip and wax resilient tile floors.
2. Pressure wash patio / activity area at the Buena Clinton Family Resource Center.

CITY JAIL FACILITY REQUIREMENTS

Please note that the City Jail Facility has the following special requirements that **must be met.**

1. The jail facility is to be cleaned twice a day on weekdays at 9:00 a.m. and 6:00 p.m., but the City is flexible on the hours.
2. The jail facility is to be cleaned once a day on the weekends at 9:00 a.m. but the City is flexible on the hours.
3. In addition to normal cleaning of floors and furniture, the walls must be sprayed and wiped down with a special chemical that kills HIV, HEPATITIS C, AIDS, etc.
4. The contractor must respond at various times during the day and night for cleanup of bodily fluids and waste and dispose of same (hazmat type call).
5. Floors should be waxed every six (6) months.
6. For security purposes, the same crew or person must be assigned to the jail facility all of the time to avoid to need to conduct security checks on each person before they are allowed into the jail facility.
7. One of the City's employees is highly allergic to normal floor cleaners that may be used, therefore, the City reserves the right to request special cleaners to accommodate this issue. The Contractor **must be flexible** in this area and comply with this request. The current products being used can be shared with the contractor if requested.
8. A supervisory contact that can be reached 24/7 is required, if a problem should arise. Immediate response from this individual is required. If the issue can be handled via telephone or a staff member can respond to the issue versus the supervisor, which will be acceptable. The first attempt to make contact would be to the staff prior to calling the supervisor.

SECTION IX – CUSTODIAL SERVICE LOCATIONS

1. City Jail Facility-proposer responsible to measure during site visit
2. Police Sub Station One 440
3. Police Sub Station Two 760
4. Police Sub Station Four 330
5. Police Sub Station Five 600
6. Police Sub Station Six 1,200
7. Buena Clinton Family Resource Center 4,140
(Patio/Basketball Courts that require pressure washing 2,461)
8. Magnolia Family Resource Center 2,240

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year One)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$1,914.52	\$22,974.24
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$231.62	\$2,779.44
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$231.62	\$2,779.44
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$231.62	\$2,779.44
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$231.62	\$2,779.44
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$231.62	\$2,779.44
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$905.89	\$10,870.68
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$525.46	\$6,305.52
Total Square Footage to be Contracted:				9,710	TOTAL	\$54,047.64

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Two)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,050.15	\$24,601.80
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$965.31	\$11,583.72
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$562.50	\$6,750.00
Total Square Footage to be Contracted:				9,710	TOTAL	\$57,802.32

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Three)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft.)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Four)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM (CUSTODIAL SERVICES) RFP S-1270						
	Facility Name	Street Address	Facility Type	Square Footage	Monthly Cost	Annual Cost (Year Five)
1	City Jail Facility	11301 Acacia Parkway	Jail	-	\$2,095.36	\$25,144.32
2	Police Sub Station 1	9572 Garden Grove Blvd.	Police Sub Station	440	\$247.78	\$2,973.36
3	Police Sub Station 2	12821 Western Avenue	Police Sub Station	760	\$247.78	\$2,973.36
4	Police Sub Station 4	9755 Bixby	Police Sub Station	330	\$247.78	\$2,973.36
5	Police Sub Station 5	12395 Lewis Street, Suite 105	Police Sub Station	600	\$247.78	\$2,973.36
6	Police Sub Station 6	9547 Bolsa Avenue #B	Police Sub Station	1,200	\$247.78	\$2,973.36
7	Buena Clinton Family Resource Center including pressure washing of patio/basketball area (2461 sq.ft.)	12661 Sunswept Avenue	Resource Center	4,140	\$984.58	\$11,814.96
8	Magnolia Family Resource Center	11402 Magnolia Street	Resource Center	2,240	\$574.84	\$6,898.08
Total Square Footage to be Contracted:				9,710	TOTAL	\$58,724.16

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)							
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
1	Straight Time Hourly Rate	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
2	Straight Time Hourly Rate (Out of Scope of Services)	per hour	\$22.00	\$23.00	\$24.00	\$24.00	\$24.00
3	Emergency Response - Overtime Labor Rate	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
4	Overtime Hourly Rate (Saturday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
5	Overtime Hourly Rate (Sunday & Holiday)	per hour	\$33.00	\$34.00	\$35.00	\$35.00	\$35.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
6	Emergency Response Fee	per emergency	\$101.88	\$110.00	\$118.00	\$118.00	\$118.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
7	Burnish Composition Flooring	per hour	\$25.00	\$26.00	\$27.00	\$27.00	\$27.00
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)						
8	Window Cleaning - below 10 ft	per hour	\$25.00	\$26.00	\$27.00	\$27.00
9	Window Cleaning - above 10 ft (includes 2nd Story windows)	per hour	\$26.00	\$27.00	\$28.00	\$28.00

No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5
10	Carpet Steam Cleaning (Portable)	per square foot	\$0.10	\$0.10	\$0.11	\$0.11	\$0.11
11	Carpet Steam Cleaning (Van Mounted)	per square foot	\$0.12	\$0.12	\$0.13	\$0.13	\$0.13
12	Carpet Cleaning (Spin Bonneted)	per square foot	\$0.07	\$0.07	\$0.08	\$0.08	\$0.08
13	Wood Floor Auto Scrubbing	per square foot	\$0.30	\$0.30	\$0.32	\$0.32	\$0.32
14	Stripping, Buffing and Waxing Vinyl/Composition Flooring	per square foot	\$0.19	\$0.19	\$0.20	\$0.20	\$0.20
15	Pressure Washing	per square foot	\$0.06	\$0.06	\$0.07	\$0.07	\$0.07
No.	Service Performed	Unit of Measure	Year 1	Year 2	Year 3	Year 4	Year 5

ATTACHMENT "B"-PROPOSAL PRICING FORM RFP S-1270 (ADDITIONAL CUSTODIAL SERVICES)						
16	Steam Clean Sanitizing of Restroom Floors	per square foot	\$0.14	\$0.14	\$0.15	.15. \$15.00

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 August 25, 2020. (*Action Item*) Date: 9/8/2020

Attached are the minutes from the meeting held on August 25, 2020, recommended to be received and filed as submitted or amended.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Minutes	9/2/2020	Minutes	cc-min_08_25_2020.pdf

MINUTES

GARDEN GROVE CITY COUNCIL

Regular Meeting

Tuesday, August 25, 2020

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

CONVENE CLOSED SESSION

At 6:02 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

ORAL COMMUNICATIONS FOR CLOSED SESSION

Speakers: None.

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code section 54956.9(d)(4): Two potential cases.

ADJOURN CLOSED SESSION

Mayor Jones adjourned Closed Session at 6:35 p.m.

CONVENE REGULAR MEETING

6:41 p.m., Mayor Jones convened the regular meeting with all Council Members present.

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

ORAL COMMUNICATIONS

Speakers: Craig Durfey, Jacquelyn Do, Andrew Nguyen

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

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

APPROVAL OF AN AGREEMENT WITH LEXIPOL, LLC TO PROVIDE POLICE DEPARTMENT POLICY MANUAL MAINTENANCE AND SUPPORT, AND APPROPRIATION OF FUNDING FROM FISCAL YEAR 2020-21 (F: 55-Lexipol, LLC)

Council Member K. Nguyen noted that the Ad-Hoc Public Safety Committee that included Council Members D. Nguyen and Klopfenstein recommended policy and training transparency. Following City Council questions confirming that the agreement with Lexipol LLC, will assist the Police Department to implement current training and policy updates, it was moved by Council Member K. Nguyen, seconded by Council Member Klopfenstein that:

An agreement with Lexipol, LLC, in the amount of \$59,400, an annual subscription fee of \$26,736, and annual subscription fees in the amount of \$26,736, to provide Policy Manual maintenance and support for the Police Department; be approved; and The City Manager be authorized to execute the Agreement on behalf of the City and make minor modifications as appropriate thereto.

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

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

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) (F: 115.A-027-2020)

(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 the City Clerk reading of the title and staff introduction, Mayor Jones declared the public hearing open.

Speaker: Nicholas Dibs

Written Comment: Kadi Kiisk-Mohr

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

Council Members Brietigam, O'Neill, Bui, and Klopfenstein expressed deep concern that this state law will forever change the character of neighborhoods causing extreme density that will negatively impact city infrastructure.

Following further City Council discussion with Mayor Jones requesting that staff be directed to ensure the ordinance provides for as much local control possible and ensure compliance with state law, it was moved by Council Member Bui to continue this matter for two weeks, seconded by Council Member K. Nguyen.

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-028-2020 A ZONING TEXT AMENDMENT TO TITLE
9 OF THE MUNICIPAL CODE (ZONING CODE) (F: 115.A-028-2020)

(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 the City Clerk reading of the title and staff introduction, Mayor Jones declared the public hearing open.

Speaker: Nicholas Dibs

Written Comment: Cesar Covarrubias, Executive Director, Kennedy Commission

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

Consensus from Council Members D. Nguyen, K. Nguyen, and Mayor Jones that action to adopt an ordinance would be to establish compliance with state law; and consensus from Council Members Brietigam, Bui, and Mayor Pro Tem O'Neill that the ordinance represents state legislative overreach impeding local control.

Following further discussion, it was moved by Council Member K. Nguyen, seconded by Council Member D. Nguyen that:

An Ordinance of the City Council of the City of Garden Grove approving Code Amendment No. A-028-2020, a zoning text amendment to Title 9 of the Garden Grove Municipal Code amending the Density Bonus and other incentives for affordable housing in the residential and mixed-use zones.

The motion failed to pass the Ordinance to second reading by a 3-3-1 vote as follows:

Ayes: (3) D. Nguyen, K. Nguyen, Jones
Noes: (3) Brietigam, Bui, O'Neill
Abstain: (1) Klopfenstein

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

UPDATE ON THE 2020 PAVEMENT MANAGEMENT PROGRAM AND PAVEMENT
CONDITION INDEX AS REQUESTED BY THE CITY COUNCIL (F: 23.18)

Staff introduced a report that included street network budgetary needs and fiscal impacts of deferring maintenance with two scenarios: one at the existing budget level based on the assumption the City will spend a projected \$45.6 million over the next seven years in rehabilitation projects resulting in a 15 point decline with deferred maintenance costs tripling to \$298.4 million by Fiscal Year 2026/27; or two, maintain the City's Pavement Condition Index at 71 that requires the City to spend approximately \$23.6 million annually for a total of \$165.4 million over the seven-year analysis period, and would require an additional \$17 million annually from other city funding sources.

Council Member K. Nguyen thanked staff for providing more detailed information she requested, and gave credit to staff for allocating CDBG funds for road maintenance. She expressed the necessity for working with legislators to push for more grant funding.

Council Member O'Neill expressed frustration with paying the highest gas tax in the nation; however, many of the streets in his district are in serious need of repair. He commented on the need for both federal and state governments to provide more infrastructure funding.

Council Member Klopfenstein agreed and gave Public Works credit for everything they do, and commented on the importance of funding infrastructure.

Council Member D. Nguyen commended Public Works for their immediate response to her requests for needed repairs in her district.

Council Member Brietigam gave kudos to Council Member K. Nguyen for asking that more information be provided, noting that road conditions are a serious matter and often brought up by residents. He expressed the need to provide additional resources to Public Works for road repair and maintenance.

PROVIDE INFORMATION FOR CITY COUNCIL CONSIDERATION ON EXPANDING THE
PARKS, RECREATION AND ARTS COMMISSION TO INCLUDE YOUTH
COMMISSIONERS, ESTABLISH A SEPARATE YOUTH COMMISSION AND/OR OTHER
YOUTH ADVISORY COMMITTEE PROGRAMS (F: 122.46)

Following staff introduction, Council Member Brietigam noted that he brought this matter forward in response to consistent requests, and his preference would be a

separate stand-alone commission subject to Brown Act requirements to legitimize youth voice, and provide a venue to address youth concerns

Council Member O'Neill expressed appreciation for youth participation and his preference for a committee, which would allow for wider participation. He commented that the standard seven member commission would limit participation, be more rigid with noticing requirements, and impact staff time.

Council Member K. Nguyen thanked Council Member Brietigam for bringing this matter forward. She noted that as Garden Grove is the City of Youth and Ambition, a youth commission is relevant; however, she noted that there have been only adults requesting a youth commission, and she is concerned about the potential for predatory behavior. She expressed her preference for a youth committee that would not need to be conducted as a public meeting. She listed ideas for how a youth committee could take the lead on mural projects.

Council Member Klopfenstein spoke in support of a committee, and likes the idea of having it under the Garden Grove youth collaborative, which is a very diverse and active group in the city. She expressed that public art and murals should fall under the umbrella of the Parks, Recreation and Arts Commission

Mayor Jones noted that they could give direction to Community Services staff to begin working on forming a youth committee that can make recommendations to the Parks, Recreation and Arts Commission on art and mural projects.

Council Member K. Nguyen noted that she has been contacted by young people interested in mural art projects similar to what is being done in City of Santa Ana, and she would like a formal process.

Council Member Brietigam noted that in the past, a hockey rink was established due to the work done on the youth commission; he is open to either a commission or a committee. However, it needs to be permanent and to solicit members from not only the Garden Grove Collaborative, but multiple youth groups such as scouts and sports leagues.

Mayor Jones asked Community Services Director, John Montanez, for a recommendation on the best way to move forward with providing a wider draw of interested youth and a simple approach for implementing a committee.

Community Services Director, John Montanez suggested using the Garden Grove Collaborative as a youth action committee to be proactive on forming a youth committee.

Council Member Brietigam moved to accept staff recommendation to use the Garden Grove Collaborative as a youth action committee for establishing a Youth Committee, seconded by Council Member K. Nguyen.

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
(Continued)

Council Member O'Neill expressed his frustration with legislators creating laws without concern for the impact to communities and local government unable to exercise local control, as with new accessory dwelling unit laws that will cause burdensome density. He expressed his love and appreciation for his wife of 34 years and wished her a happy anniversary.

Council Member D. Nguyen welcomed and encouraged Garden Grove students back to distance learning.

Council Member Bui commended the Police Department for all of their hard work and expressed the importance of the work they do to keep the community safe, and noted a recent incident of a Garden Grove Police Officer who saved a child from drowning. He expressed the necessity for more police officers in light of the increased population and the recent and continuing release of inmates by the state. He asked that the status of the remodel of the Police Department be reported to the City Council.

Council Member K. Nguyen asked staff to look into traffic visibility issues when exiting Simons Street at Lewis Street and Garden Grove Boulevard. There is a large stretch of trees and cars parked along the street making it difficult to see. She thanked staff for supporting a survivor safe haven in City Hall and posting flyers with the code for sexual assault victims to let staff know to call 800-656-4673. She thanked the Garden Grove Chamber of Commerce for joining the campaign, requested local businesses join in the campaign, and noted the cities of Tustin, Costa Mesa, and Irvine will be joining the campaign. She asked staff to request the Registrar of Voters provide a presentation on the upcoming 2020 election, and noted that five ballot boxes are not enough for the entire city.

City Manager Stiles noted that the League of California Cities will be holding their annual conference virtually on October 7-9, 2020, and he will be reaching out to the Mayor and Council Members for scheduling.

City Attorney Sandoval announced that no reportable action was taken during closed session.

ADJOURNMENT

At 9:37 p.m., Mayor Jones adjourned the meeting. The next Regular City Council Meeting scheduled on Tuesday, September 8, 2020, at 5:30 p.m. at the Community Meeting Center, 11300 Stanford Avenue, Garden Grove, California.

Teresa Pomeroy, CMC
City Clerk

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Scott C. Stiles From: Patricia Song
Dept.: City Manager Dept.: Finance
Subject: Receive and file warrants. Date: 9/8/2020
(*Action Item*)

ATTACHMENTS:

Description	Upload Date	Type	File Name
Warrants	9/3/2020	Warrants	9-8-20_CC_Warrants_(Payroll_08-27-20).pdf

184210	MORRIS B SPELL	13974.72	184211	JAVIER A ARREDONDO	2465.93
184212	IRMA A ARELLANO	1650.85	184213	JUDITH A MOORE	1957.67
184214	DIANE BELAIR	2154.91	184215	DARIEL TAPIA	661.02
184216	MICHAEL F ROCHA	2073.24	184217	DAMIAN JESUS CHAVEZ	638.40
184218	ARTHUR J FLORES	3515.71	184219	EDWIN O THURMAN JR	918.48
184220	FRANK X DE LA ROSA	2637.25	184221	DEANNA M CHUMACERO	979.47
184222	VICTOR DE ROSAS	527.76	184223	ARNULFO GUZMAN JR	496.33
184224	TAMMY D LE	104.48	184225	ETHAN TANG	563.99
184226	WILLIAM ALLISON	4524.23	184227	COMMUNITY HEALTH CHARITI	45.00
184228	GARDEN GROVE POLICE ASSO	1640.00	D369182	GEORGE S BRIETIGAM III	262.05
D369183	PHAT T BUI	77.52	D369184	STEVEN R JONES	225.19
D369185	STEPHANIE L KLOPFENSTEIN	147.96	D369186	DIEDRE THU HA NGUYEN	277.25
D369187	KIM B NGUYEN	280.23	D369188	JOHN R O'NEILL	295.80
D369189	PAMELA M HADDAD	1638.20	D369190	SHAWN S PARK	2313.05
D369191	SCOTT C STILES	7129.65	D369192	MARIA A STIPE	7186.87
D369193	MEENA YOO	2209.51	D369194	AMANDA M POLLOCK	1678.90
D369195	TERESA L POMEROY	8861.22	D369196	LIZABETH C VASQUEZ	2165.88
D369197	VERONICA AVILA	2066.35	D369198	JEFFREY P DAVIS	2153.40
D369199	NOELLE N KIM	2085.78	D369200	MISSY M MENDOZA	709.21
D369201	MARIE L MORAN	2571.56	D369202	ANA E PULIDO	4008.25
D369203	KRISTY H THAI	2295.37	D369204	SHAUNA J CARENNO	2519.40
D369205	VY D HO	2314.84	D369206	DANNY HUYNH	4559.60
D369207	VILMA C KLOESS	2442.36	D369208	IVY LE	1621.59
D369209	TAMMY LE	3469.03	D369210	LINDA MIDDENDORF	2611.63
D369211	MARIA A NAVARRO	2803.38	D369212	PHUONG VIEN T NGUYEN	2023.24
D369213	QUANG NGUYEN	2550.70	D369214	TINA T NGUYEN	2247.81
D369215	THYANA T PHI	2684.66	D369216	MARIA RAMOS	2505.32
D369217	TANYA L TO	1526.39	D369218	CUONG K TRAN	2179.30
D369219	ELAINE TRUONG	1631.35	D369220	THANH-NGUYEN VO	1648.69
D369221	SYLVIA GARCIA	1739.83	D369222	YUAN SONG	4793.05
D369223	KAREN M HARRIS	3006.09	D369224	CHRISTI C MENDOZA	986.74
D369225	TREVOR G SMOUSE	2306.61	D369226	JANET J CHUNG	2601.44
D369227	ANN C EIFERT	3306.65	D369228	MARGARITA ABOLA	1870.76
D369229	MARY ANN M ALCANCIA	2933.78	D369230	MARISA ATIN RAMOS	629.22
D369231	ROBERT W MAY	1245.78	D369232	SHAWNA A MCDONOUGH	1311.16
D369233	HEIDY Y MUNOZ	3281.56	D369234	SELAMAWIT NIGATU	2309.16
D369235	MY TRA VO	2168.93	D369236	LIGIA ANDREI	1667.41
D369237	ARIANA B BAUTISTA	1770.31	D369238	KAREN J BROWN	892.36
D369239	CORINNE L HOFFMAN	2492.51	D369240	CHELSEA E LUKAS	2009.80
D369241	EDWARD E MARVIN JR	1706.50	D369242	ANGELA M MENDEZ	1692.07
D369243	JENNIFER L PETERSON	1859.31	D369244	ANH PHAM	1682.55
D369245	EVA RAMIREZ	1950.79	D369246	ALEXIS B ROMERO	2003.46
D369247	JAIME F CHAVEZ	1651.46	D369248	GARY F HERNANDEZ	1679.60
D369249	NEAL M MANALANSAN	1788.06	D369250	DANIEL J SANCHEZ	1664.29
D369251	SANDRA E SEGAWA	3490.79	D369252	ALANA R CHENG	3170.05
D369253	PAUL GUERRERO	2573.20	D369254	LISA L KIM	5026.71
D369255	JULIE A ASHLEIGH	1926.95	D369256	MICHAEL G AUSTIN	2457.40
D369257	RITA M CRAMER	2350.49	D369258	CHRISTOPHER J CRANDALL	2788.54

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D369259	BRYSON T DAHLHEIMER	2181.83	D369260	RYAN J DAKE	2095.20
D369261	DAVID A DENT	4048.10	D369262	TODD C HARTWIG	2643.45
D369263	RALPH V HERNANDEZ	2327.48	D369264	ARMANDO HERRERA JR	696.06
D369265	AARON J HODSON	2229.98	D369266	DONALD E LUCAS	2897.94
D369267	SVETLANA MOURE	2171.05	D369268	PHU T NGUYEN	3699.41
D369269	LORENA J QUILLA-SOULES	2659.18	D369270	PEDRO ROQUE	2835.76
D369271	JAKE P TRAN	566.01	D369272	MARCO A VALADEZ	921.58
D369273	CHRISTOPHER CHUNG	2707.06	D369274	PRIT J KASKLA	1893.76
D369275	HUONG Q LY	2000.21	D369276	LEE W MARINO	4092.30
D369277	MARIA L MARTINEZ	2519.84	D369278	MARIA C PARRA	3034.76
D369279	MONICA COVARUBIAS	3388.32	D369280	GRACE E LEE	2501.74
D369281	AMEENAH ABU HAMDIYYAH	1888.20	D369282	GREG BLODGETT	3117.52
D369283	ROY N ROBBINS	2935.62	D369284	TIMOTHY E THRONE	1938.49
D369285	MICHAEL C BOS	2124.09	D369286	DANIEL J CANDELARIA	4222.04
D369287	VINCENT L DE LA ROSA	2289.03	D369288	KAMVAR DIBAJ	1294.88
D369289	ALICIA M HOFER	1843.54	D369290	NICOLAS C HSIEH	3495.62
D369291	ROSEMARIE JACOT	2112.97	D369292	SHAN L LEWIS	2654.47
D369293	NAVIN B MARU	3573.25	D369294	JUAN C NAVARRO	2428.22
D369295	MICHAEL F SANTOS	2961.34	D369296	MARK P UPHUS	2912.07
D369297	JOSE A VASQUEZ	2592.46	D369298	ANA G VERGARA NEAL	2635.19
D369299	DAI C VU	4869.88	D369300	KHANG L VU	3301.87
D369301	CHRISTOPHER L ALLEN	1897.28	D369302	JOSHUA ARIONUS	2011.63
D369303	ALEJANDRO BANUELOS	2375.94	D369304	JAN BERGER	2357.39
D369305	ROBERT P BERMUDEZ	739.88	D369306	TIM P CANNON	2963.82
D369307	CARINA M DAN	1353.88	D369308	RYAN H DAVIS	2669.41
D369309	KATHLEEN N DELFIN	666.46	D369310	RONALD W DIEMERT	2027.39
D369311	CHRIS N ESCOBAR	2932.35	D369312	JEREMY J GLENN	1462.15
D369313	ALEJANDRO GONZALEZ	2915.22	D369314	MICHAEL J GRAY	1804.65
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D369317	RYAN S HART	2022.94	D369318	EDWARD A HUY	3386.92
D369319	VIDAL JIMENEZ	1733.86	D369320	LIYAN JIN	2648.27
D369321	SAMUEL K KIM	3703.34	D369322	AMANDA LE LAI	520.51
D369323	REBECCA PIK KWAN LI	3705.24	D369324	DAVID MA'AE	155.13
D369325	ALFREDO MARTINEZ	1759.43	D369326	TYLER MEISLAHN	1973.92
D369327	JESSE K MONTGOMERY	2422.07	D369328	JUSTIN M MORRIS	1545.67
D369329	STEVEN J MOYA JR	2171.36	D369330	BASIL G MURAD	3945.76
D369331	KIRK L NATLAND	1290.36	D369332	DUC TRUNG NGUYEN	2564.33
D369333	CORNELIU NICOLAE	3120.74	D369334	ANDREW I ORNELAS	2016.89
D369335	DAVID A ORTEGA	2102.39	D369336	CELESTINO J PASILLAS	2765.39
D369337	WILLIAM F PEARSON	2071.42	D369338	JESSICA J POLIDORI	3129.78
D369339	CHRISTOPHER B PRUDHOMME	1318.40	D369340	ESTEBAN H RODRIGUEZ	1901.45
D369341	LES A RUITENSCHILD	3154.09	D369342	JONATHAN RUIZ	5922.51
D369343	ALEXIS SANTOS	1388.72	D369344	ADRIAN M SARMIENTO	4087.89
D369345	ALBERT TALAMANTES JR	2514.30	D369346	MINH K TRAN	3444.38
D369347	ALEJANDRO VALENZUELA JR	1292.25	D369348	ALEJANDRO N VALENZUELA	1521.00
D369349	RONALD J WOLLAND	1416.60	D369350	VICTOR K YERGENSEN	1980.83
D369351	ALICE K FREGOSO	3723.44	D369352	ALICIA R GARCIA	796.86
D369353	RAQUEL K MANSON	2632.05	D369354	WILLIAM E MURRAY JR	6298.82

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D369355	EMILY H TRIMBLE	1905.74	D369356	ALFRED J AGUIRRE	2876.54
D369357	GARCIA EDWARD D AMBRIZ	682.11	D369358	RODOLPHO M BECERRA	2245.06
D369359	RAYMOND A BUCHLER	1555.57	D369360	EDGAR A CANO	943.41
D369361	ALBERT J CARRISOZA	1778.04	D369362	GABRIELA R CONTRERAS	2443.44
D369363	JULIE T COTTON	1763.00	D369364	ERIC M ESPINOZA	1658.38
D369365	ALBERT R EURS II	2757.50	D369366	ROBERT J FRANCO	732.16
D369367	CASEY G GIROUARD	1349.84	D369368	HERMILO HERNANDEZ	1664.79
D369369	DARNELL D JERRY	609.32	D369370	BRENT KAYLOR	2108.79
D369371	MARK W LADNEY	2744.01	D369372	RAUL LEYVA	4383.38
D369373	DIEGO A MEJIA	1831.72	D369374	RIGOBERTO MENDEZ	563.90
D369375	STEVEN T ORTIZ	2349.77	D369376	PHILLIP Q PHAM	746.51
D369377	RICHARD L PINKSTON	2486.56	D369378	JOSE J ROMAN	677.66
D369379	ALEXIS P TARIN	2503.73	D369380	STEVE J TAUANU'U	3163.68
D369381	SUSAN VITALI	1026.36	D369382	STEPHANIE A WASINGER IV	733.23
D369383	IOAN ANDREI	991.48	D369384	SYLVESTER A BABINSKI	1659.75
D369385	DONEISHA L BELL	739.30	D369386	JEFFREY G CANTRELL	2183.98
D369387	JULIA ESPINOZA	1186.99	D369388	CECELIA A FERNANDEZ	1197.73
D369389	CONRAD A FERNANDEZ	1015.78	D369390	DIANA GOMEZ	930.98
D369391	JORGE GONZALEZ	1154.28	D369392	MICHAEL R GREENE	1890.27
D369393	GLORIA A HARO	1145.06	D369394	ERIC W JOHNSON	1194.64
D369395	LEONEL A LAMAS	885.86	D369396	KHUONG NGUYEN	1210.99
D369397	DELFRADO C REYES	1210.99	D369398	RAFAEL ROBLES	1706.88
D369399	ADRIANNA M RODRIGUEZ	1096.15	D369400	RODERICK THURMAN	1702.97
D369401	EVARISTO VERA	1848.96	D369402	RICHARD L WILLIAMS	2209.17
D369403	ANSELMO AGUIRRE	1967.00	D369404	DOMINIC CAMERA	717.79
D369405	PHILLIP J CARTER	2516.00	D369406	RICK L DUVAL	3120.09
D369407	AARON R HANSEN	1625.93	D369408	HUY HOA HUYNH	2193.58
D369409	MATTHEW D ILFELD	1291.47	D369410	BRYAN D KWIATKOWSKI	1832.34
D369411	DANIEL C MOSS	1377.26	D369412	ROLANDO QUIROZ	2408.61
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D369415	LUIS A TAPIA	2344.85	D369416	MICHAEL W THOMPSON	3178.27
D369417	JOSEPH E TRUJILLO	1463.93	D369418	WILLIAM J WHITE	2076.55
D369419	JESSE GUZMAN	1895.83	D369420	MARK M KHALIL	2002.33
D369421	BRETT A MEISLAHN	2849.89	D369422	DOUGLAS A MOORE	2153.42
D369423	ANDREW J MORELAND	594.02	D369424	AUSTIN H POWELL	1942.35
D369425	MELVIN P REED	1617.56	D369426	STEPHEN D SUDDUTH	1467.81
D369427	TIMOTHY WALLINGFORD	2166.39	D369428	HILLARD J WILLIAMS	115.63
D369429	SOMELIA K GOUNTOUNA	2111.35	D369430	ALBERT J HOLMON III	3353.29
D369431	VICTOR T BLAS	2177.95	D369432	JOSE GOMEZ	2447.96
D369433	MICHAEL V GUERRERO	1506.37	D369434	BRENT W HAYES	3356.63
D369435	FRANK D HOWENSTEIN	2538.82	D369436	ALLEN G KIRZNER	2342.26
D369437	BRANDON S NUNES	1410.89	D369438	STEPHEN PORRAS	3282.68
D369439	JESSE VIRAMONTES	1620.38	D369440	JOHN ZAVALA	2293.87
D369441	STEPHAINE AMBRIZ	533.57	D369442	JOSELYN D AVALOS	545.20
D369443	REBECCA J BAILOR	483.80	D369444	SARAH M BAIRD	71.95
D369445	JOSUE BARREIRO MENDOZA	1457.05	D369446	DYLAN J BOGGAN	84.13
D369447	RACHEL M CAMARENA	1929.21	D369448	RENE CAMARENA	1898.71
D369449	VICTORIA M CASILLAS	1865.77	D369450	CARLOS DAVID G CAZARES	353.52

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D369451	AMANDA D CROSS	1727.68	D369452	GISELL L CRUZ	981.69
D369453	KENNETH E CUMMINGS	208.73	D369454	MARLY DELGADO CHAVEZ	533.57
D369455	GABRIELA DIAZ	657.92	D369456	LORENE U DO LE	78.12
D369457	MARK C FREEMAN	3071.77	D369458	JARED D GARCIA	349.58
D369459	STEVEN E GOMEZ	810.54	D369460	JACOB R GRANT	2389.77
D369461	LAUREN E HULL	433.68	D369462	CASSIDY D HUTTON	78.12
D369463	KALYSTA N LOPEZ	72.11	D369464	ELAINE M MA'AE	2491.75
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D369467	JESUS MEDINA	1816.08	D369468	JUAN MEDINA	2122.38
D369469	JOHN A MONTANCHEZ	4791.92	D369470	KIRSTEN K NAKAISHI	824.83
D369471	ALLEN T NGUYEN	128.16	D369472	NOEL N NICHOLAS	1149.11
D369473	JENNIFER GODDARD NYE	2619.30	D369474	GABRIELA O'CADIZ-HERNAND	2916.13
D369475	NANCY A OCAMPO	78.12	D369476	STEPHANIE ORTIZ	327.54
D369477	CHRISTIAN PANGAN	82.02	D369478	JAMES S PARK	315.34
D369479	JANET E PELAYO	3394.88	D369480	ARIELLE PICKRELL	165.90
D369481	ALEXA PRADO	446.71	D369482	SHADY S PUAILOA	462.74
D369483	SUGEIRY REYNOSO	2333.56	D369484	MARINA Y ROMERO	1941.16
D369485	MARIA D ROSALES	419.69	D369486	TANYA ROSAS	97.52
D369487	DANA MARIE SAUCEDO	2543.16	D369488	EMERON J SCHLUMBERGER	705.12
D369489	REBECCA S SMITH	83.58	D369490	SARAH L SMITH	241.14
D369491	KENNETH P TRAVIS III	348.26	D369492	CLAUDIA VALDIVIA	3096.53
D369493	JEFFREY VAN SICKLE	2221.62	D369494	JOSHUA VENCES	48.07
D369495	PAUL E VICTORIA	1387.02	D369496	JACOB D VIRAMONTES	619.31
D369497	THOMAS R DARE	5776.89	D369498	CAROLE A KANEGAE	2300.28
D369499	VINCENTE J VAICARO	4947.18	D369500	CLAUDIA ALARCON	3112.98
D369501	KRISTEN A BACKOURIS	1707.22	D369502	SHARON S BAEK	1980.84
D369503	RAY E BEX	3944.85	D369504	GENA M BOWEN	2177.12
D369505	JESENIA CAMPOS	2058.86	D369506	BRIAN D DALTON	2952.35
D369507	NICHOLAS A DE ALMEIDA LO	4048.12	D369508	AMIR A EL FARFA	4740.95
D369509	HELENA EL SOUSOU	5160.92	D369510	PATRICK E GILDEA	6455.29
D369511	BRIAN C GIRGENTI	4212.18	D369512	AI KELLY HUYNH	2156.21
D369513	MICHAEL J JENSEN	4324.23	D369514	ALLYSON T LE	1546.85
D369515	MATTHEW P MARCHAND	3007.25	D369516	LINDA M MORIN	3775.14
D369517	PHILLIP H PHAM	8116.59	D369518	JOHN E REYNOLDS	6017.47
D369519	ASHLEY C ROJAS	1646.34	D369520	REYNA ROSALES	1850.94
D369521	ROBERT M STEPHENSON III	5323.63	D369522	MICHAEL J VISCOMI	3326.59
D369523	GIOVANNI ACOSTA	3103.92	D369524	PEDRO R ARELLANO	6111.16
D369525	TIMOTHY R ASHBAUGH	2634.58	D369526	ALFREDO R AVALOS	4462.46
D369527	COLLIN E BAKER	1860.22	D369528	BEAU A BERENGER	3027.69
D369529	RENZO CHUMBE	10006.20	D369530	DARRYL B CORTEZ JR	2705.94
D369531	GARY L COULTER	3078.08	D369532	CHARLIE DANIELEY III	1363.16
D369533	ISAAC DAVILA	2141.71	D369534	RONALD A DOSCHER	511.65
D369535	BROC D DUDLEY	2454.50	D369536	STEPHEN C ESTLOW	1178.06
D369537	JESUS FAJARDO	2192.57	D369538	HECTOR FERREIRA JR	2257.70
D369539	KARI A FLOOD	2079.82	D369540	ROBERT D FRESENIUS	2083.02
D369541	JASON S FULTON	2329.58	D369542	JOSEPH P GROSS JR	3159.74
D369543	TRAVIS J HADDEN	2759.74	D369544	JOSE D HERRERA	3417.09
D369545	JASON A HOWARD	2730.67	D369546	KIRK P HURLEY	2098.95

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D369549	VICTORIA A JORDAN	2328.02	D369550	CHAD B KIM	2230.78
D369551	TIMOTHY P KOVACS	4200.31	D369552	MICHAEL J LANG	3323.66
D369553	ANGELA LEDESMA	1999.52	D369554	RAFAEL M LEE	818.03
D369555	MARK A LORD	3536.19	D369556	RYAN M LUX	3142.10
D369557	JORGE L MAZON	3262.58	D369558	MICHAEL A MOSER	1853.68
D369559	MITCHEL S MOSSER	2868.20	D369560	JASON S PERKINS	3524.30
D369561	COREY T POLOPEK	2587.15	D369562	SINDY RAMIREZ OROZCO	2798.53
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D369565	AARON T SHIPLEY	2235.98	D369566	SHAYLEN L SIMONS	2201.95
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D369569	ROYCE C WIMMER	3320.39	D369570	SARAH A WRIGHT	2377.19
D369571	COLE A YNIGUEZ	4835.31	D369572	MARCOS R ALAMILLO	7541.99
D369573	BOBBY B ANDERSON	3270.78	D369574	FRANCISCO AVALOS JR	2799.15
D369575	JOHN F BANKSON	3347.29	D369576	JOSHUA K BEHZAD	2203.01
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D369591	MICHELLE N ESTRADA MONSA	3210.63	D369592	GEORGE R FIGUEREDO	1558.63
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D369595	EFFRAIN A JIMENEZ JR	4033.44	D369596	CODY M JOHNSON	2282.32
D369597	ROBERT J KIVLER	2232.30	D369598	ARION J KNIGHT	9556.16
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D369641	AARON J COOPMAN	3387.96	D369642	MICHAEL E GERDIN	3581.31

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D369653	RANDY G CHUNG	203.61	D369654	COURTNEY P CIBOSKY	2867.79
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D369677	VICTORIA M FOSTER	1412.07	D369678	GONZALO GONZALEZ JR	1864.33
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D369685	LEVI JOENIEL SILVA	1858.37	D369686	RICHARD A ALVAREZ BROWN	3018.21
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D369689	PATRICIA C FLINN	2632.31	D369690	BAO TINH THI LE	602.21
D369691	RAQUEL D MATA	1508.69	D369692	REBECCA S MEEKS	3712.82
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D369695	MARIA A ALCARAZ	2271.77	D369696	MADELINE M ALVARADO	1495.57
D369697	MARIA S ATWOOD	1832.90	D369698	RYAN S BERLETH	3214.28
D369699	BRITTANEE N BRANTNER	1889.36	D369700	CARISSA L BRUNICK	2031.85
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D369703	KRISTINA L CORNETT	1470.52	D369704	RUSSELL B DRISCOLL	2077.25
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D369717	SHYLER R.D. CHAPPELL	1987.33	D369718	JENNIFER A DIX	2539.98
D369719	KATHERINE M FRANCISCO	2683.96	D369720	AMANDA B GARNER	2297.05
D369721	ARCHIE GUZMAN	2971.93	D369722	LAUREN M LADD	2114.70
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D369729	SUSAN A I SEYMOUR	2712.74	D369730	NICOLE D SHORROW	2534.98
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D369733	SANTA WARDLE	1002.09	D369734	CHERYL L WHITNEY	1770.55
D369735	DANIEL A CAMARA	2560.22	D369736	RICHARD E DESBIENS	2219.01
D369737	JAMES D FRANKS	4311.81	D369738	PETE GARCIA	2439.02

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D369739	ROBERT J GIFFORD	3425.18	D369740	STEVEN H HEINE	1211.51
D369741	WILLIAM T HOLLOWAY	4808.55	D369742	GERALD F JORDAN	2857.59
D369743	JOSEPH L KOLANO	2720.18	D369744	LEA K KOVACS	2679.00
D369745	DAVID LOPEZ	2690.09	D369746	STEVEN W LUKAS	1940.87
D369747	MARIO MARTINEZ JR	4195.43	D369748	ADAM C NIKOLIC	3895.57
D369749	LUIS A PAYAN	2649.07	D369750	TERRA M RAMIREZ	2324.37
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D369757	ERIC A QUINTERO	187.46	D369758	JANNA K BRADLEY	2665.40
D369759	MARY C CERDA	2095.20	D369760	BRANDI M HART	663.00
D369761	LIANE Y KWAN	3318.84	D369762	JANY H LEE	3666.75
D369763	SHERRILL A MEAD	2318.73	D369764	STEPHANIE E RICHARDS	1897.12
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D369769	MATTHEW T SWANSON	1708.80	D369770	ANTHONY VALENZUELA	1514.80
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D369775	CESAR GALLO	2739.56	D369776	ERNIE E HINGCO	1845.49
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D369779	NOEL J PROFFITT	3255.91	D369780	ANAND V RAO	5801.34
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D369785	POLICE ASSN	15967.80	D369786	SOCAL CREDIT UNION	44490.00
D369787	SOUTHLAND CREDIT UNION	4251.94	W2726	GREAT WEST LIFE 457 #340	101582.40
W2727	GREAT WEST LIFE OBRA#340	2457.32	W2728	INTERNAL REVENUE SERVICE	307888.88
W2729	EMPLOYMENT DEVELOPMENT D	96087.53			

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TOTAL CHECK PAYMENTS	19	41,529.44
TOTAL DIRECT DEPOSITS	606	1,535,281.01
TOTAL WIRE PAYMENTS	4	508,016.13
GRAND TOTAL PAYMENTS	629	2,084,826.58

Checks #184210 thru #184228, and Direct Deposits #D369182 thru #D369787, and wire #W2726 thru #W2729 presented in the Payroll Register submitted to the Garden Grove City Council 08 SEP 2020, have been audited for accuracy and funds are available for payment thereof.


PATRICIA SONG - FINANCE DIRECTOR

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Lisa L. Kim
Dept.:	City Manager	Dept.:	Community and Economic Development
Subject:	Introduction and first reading Date: 9/8/2020 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, City Council Meeting.)		

OBJECTIVE

To transmit a revised ordinance establishing regulations of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) for consideration and for remand of the revisions to the Planning Commission for further review and recommendation to the City Council.

BACKGROUND

Accessory Dwelling Units (ADUs), formerly known as second-units, have been identified by the State of California as providing an important affordable housing option essential to meeting the State's growing housing shortage.

In 1982, the State enacted legislation that authorized local jurisdictions to adopt provisions permitting second-units while maintaining local control. In 2002, Assembly Bill (AB) 1866 was adopted to update the second-unit law to require local jurisdictions to allow second-units by-right on lots improved with an existing single-family home, subject to reasonable zoning and development standards.

In 2016, Senate Bill (SB) 1069 and Assembly Bill (AB) 2299 were adopted amending State law to further restrict local control over second-units for the purpose of allowing property owners more flexibility to build ADUs.

In 2019, the State legislature adopted a series of bills, SB 13, AB 68, AB 587, AB 671 and AB 881, that became effective on January 1, 2020, which further restricted local control over ADUs and JADUs in order to facilitate more housing production. Pursuant to State law, local jurisdictions that do not adopt a new ordinance

consistent with State law are prohibited from imposing any zoning regulations on ADUs and JADUs beyond what is specified in State law.

During the interim period, from January 1, 2020 to the present, the City has applied the new State law requirements to all ADU and JADU projects submitted for plan check review, and has continued to issue building permits for their construction pending approval of an ADU and JADU ordinance.

On July 16, 2020, the Planning Commission held a Public Hearing to consider Amendment No. A-027-2020. No persons from the public spoke on the item. The Planning Commission voted 7-0 adopting Resolution No. 5995-20 recommending that the City Council adopt Amendment No. A-027-2020.

On August 25, 2020, the City Council considered the draft ordinance and directed staff to consider additional revisions to the proposed regulations.

DISCUSSION

In considering regulations permitted by State law, staff is proposing the following revisions to the proposed ordinance:

1. The maximum number of bedrooms for ADUs is being adjusted to two.
2. The total floor area of attached studio or one-bedroom ADUs are limited to 850 square feet or 50% of the primary dwelling unit, whichever is less, but in no event less than 800 square feet.
3. The total floor area of attached two bedroom ADUs are limited to 1000 square feet or 50% of the primary dwelling unit, whichever is less, but in no event less than 800 square feet.
4. The total floor area of detached studio or one-bedroom ADUs are limited to 850 square feet.
5. The total floor area of detached two bedroom ADUs are limited to 1000 square feet.
6. Where an ADU and a JADU are developed or proposed on a site, the ADU cannot exceed 800 square feet.
7. The total combined area of an ADU and an attached porch, patio, and/or garage cannot exceed 1330 square feet.
8. A minimum of six feet separation is required between a detached ADU and the primary dwelling unit.
9. A minimum of six feet is required between an attached or detached ADU and all other structures, including garages.

A copy of the revisions to the draft ordinance shown in redlining is attached for your

reference.

Given the foregoing revisions to the draft ordinance reviewed by the Planning Commission, State law and the Municipal Code require that the revisions be remanded back to the Planning Commission for further review and recommendation to the City Council.

Section 9.32.100(J)(2) of the Garden Grove Municipal Code provides:

"If the City Council proposes an action that modifies the action of the Planning Commission and the modification was not previously considered by the Planning Commission then, before final action is taken, the City Council shall remand the matter to the Planning Commission for further report."

Furthermore, Government Code 65857 provides:

"The legislative body may approve, modify or disapprove the recommendation of the planning commission; provided that any modification of the proposed ordinance or amendment by the legislative body not previously considered by the planning commission during its hearing, shall first be referred to the planning commission for report and recommendation, but the planning commission shall not be required to hold a public hearing thereon. Failure of the planning commission to report within forty (40) days after the reference, or such longer period as may be designated by the legislative body, shall be deemed to be approval of the proposed modification."

Consequently, staff recommends that the City Council remand the proposed code amendment to the Planning Commission for review and a recommendation of the revisions to the draft ADU ordinance.

FINANCIAL IMPACT

No fiscal impact to the City regarding this proposed amendment.

RECOMMENDATION

It is recommended that the City Council:

- Conduct a Public Hearing; and,
- Determine that the Ordinance is categorically exempt from the California Environmental Quality Act pursuant to Title 14, California Code of Regulations, Section 15061(b)(3); and,
- Remand to the Planning Commission the proposed revisions to the draft ADU ordinance for review and recommendation to the City Council.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Attachment 1: Revisions to Draft Ordinance (redlined)	9/2/2020	Ordinance	Revised_ADU_Ordinance_(redlined).pdf
Attachment 2: Planning Commission Staff Report dated July 16, 2020 for Amendment No. A-027-2020	7/22/2020	Backup Material	PC_Staff_Report_A-027-2020.pdf
Attachment 3: Planning Commission Resolution No. 5995-20	7/22/2020	Backup Material	Planning_Commission_Resolution_No._5995-20.DOCX
Attachment 4: Planning Commission Draft Minute Excerpt for July 16, 2020	7/22/2020	Backup Material	Planning_Commission_Draft_Minute_Excerpt_July_16__2020.doc

Chapter 9.54 Accessory Dwelling Units and Junior Accessory Dwelling Units

9.54.010. Purpose, Applicability, Definitions, Effect of Conforming, Interpretation.

- A. Purpose. The purpose of this chapter is to provide for and regulate the development of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in a manner consistent with state law.
- B. Applicability. Except as otherwise provided by state law, the standards and limitations set forth in this chapter apply to the development of new ADUs and JADUs in the City.
- C. Definitions. As used in this chapter, the following terms shall have the following meanings:
 - 1. The terms “accessory dwelling unit”, “accessory structure”, “efficiency unit”, “living area”, “nonconforming zoning condition”, “passageway”, “proposed dwelling”, “public transit”, and “tandem parking” all have the same meaning as that stated in Government Code section 65852.2 as that section may be amended time to time. The terms “accessory dwelling unit” and “ADU” shall have the same meaning.
 - 2. The term “junior accessory dwelling unit” shall have same meaning as that stated in Government Code section 65852.22(h)(1) as that section may be amended time to time. The terms “junior accessory dwelling unit” and “JADU” shall have the same meaning.
 - 3. The term “attached ADU” means an ADU, other than a converted ADU, that is physically attached to a primary dwelling structure.
 - 4. The term “detached ADU” means an ADU, other than a converted ADU, that is physically separated from, but located on the same lot as, a primary dwelling structure.
 - 5. The term “converted ADU” means an ADU that is constructed within all or a portion of the permitted existing interior space of an accessory structure or within all or a portion of the permitted existing interior space of a dwelling structure, including bedrooms, attached garages, storage areas, or similar uses. A converted ADU also includes an ADU that is constructed in the same location and to the same dimensions as a permitted existing structure or portion of a permitted existing structure.
 - 6. The term “Director” means the City of Garden Grove Director of Community and Economic Development, or his or her designee.

- D. Effect of Conforming. An ADU that conforms to the provisions of this chapter shall:
1. Be deemed an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located;
 2. Be deemed a residential use that is consistent with the existing General Plan and zoning designation for the lot upon which it is located; and
 3. Not be considered in the application of any local ordinance, policy, or program to limit residential growth.
- E. Interpretation. The provisions of this chapter shall be interpreted to be consistent with the provisions of Government Code sections 65852.2 and 65855.22 and shall be applied in a manner that is consistent with state law.

9.54.020 Locations Permitted.

- A. Permitted ADU Locations. ADUs conforming to the provisions in this chapter may be located on any lot in the City that is zoned to allow single-family or multiple-family residential uses and that includes a proposed or existing legally developed single-family or multiple-family dwelling.
- B. Permitted JADU Locations. JADUs conforming to the provisions in this chapter may be located within a proposed or existing legally developed single-family dwelling on any lot in the City that is zoned to allow single-family residential uses.
- C. Exception. Notwithstanding the foregoing, an ADU or JADU may not be developed on a lot if the construction required to create the ADU or JADU would otherwise be prohibited on the lot because the lot is located in an area in which the development of new residential dwelling units or residential additions, the addition of bathrooms, or new or additional connections to the water or sewer system is prohibited due to inadequate water or sewer capacity, as determined by reference to objective and generally applicable rules, regulations, or maps adopted and/or maintained by the water service or sewer service provider, as applicable.

9.54.030. Number of ADUs and JADUs Permitted.

- A. Single-Family Lots. No more than one (1) ADU and/or one (1) JADU is permitted on a lot developed or proposed to be developed with a single-family dwelling.
- B. Multiple-Family Lots.
1. No more than a total of two (2) attached or detached ADUs are permitted on a lot developed or proposed to be developed with one or more multiple-family dwelling structures. If two (2) detached ADUs are constructed, they may be attached to one another as part of a single structure.

2. One or more converted ADUs may be constructed within portions of existing multiple-family dwelling structures that are not used as livable space. No converted ADUs may be constructed within the existing livable space of a multiple-family structure. The number of ADUs permitted under this subsection shall not exceed twenty-five (25) percent of the existing multiple-family dwelling units on the lot. For the purpose of calculating the number of allowable accessory dwelling units: (a) previously approved ADUs shall not count towards the existing number of multiple-family dwelling units; and (b) fractions shall be rounded down to the next lower number of dwelling unit, except that at least one (1) converted ADU shall be allowed.
3. For purposes of this subsection, multiple-family developments approved and built as a single complex shall be considered one lot, regardless of the number of parcels.

9.54.040. ADU Requirements.

- A. Development Standards. Except as modified by this section or as otherwise provided by state law, an ADU shall conform to the development standards applicable to the lot on which it is located as set forth in this Title and/or in an applicable specific plan or planned unit development ordinance or resolution. Pursuant to sections 9.12.040.030 and 9.18.110.040, lots located in multiple-family residential and mixed-use zoning districts that are improved with single-family residential uses are subject certain single-family residential development standards. Notwithstanding the foregoing, when the application of a development standard related to floor area ratio, lot coverage, open-space, or minimum lot size would prohibit the construction of an attached or detached ADU of at least 800 square feet, such standard shall be waived to the extent necessary to allow construction of an ADU of up to 800 square feet.
- B. Unit Size.
 1. Bedrooms. No more than ~~two~~three (23) bedrooms are allowed in an ADU.
 2. Minimum Size. An ADU shall be at least the following minimum sizes based on the number of bedrooms provided:
 - a. Studio or Efficiency Units: 220 square feet.
 - b. One bedroom: 500 square feet.
 - c. Two bedrooms: 700 square feet.
 - ~~d. Three bedrooms: 900 square feet.~~

3. Maximum Size.

a. Attached ADUs: The total floor area of an attached ADU shall not exceed the following:

i. Studio or One bedroom: ~~1,200~~850 square feet or (ii) fifty (50) percent of the floor area of the primary dwelling unit, whichever is less; provided; however, that, ~~Notwithstanding the foregoing,~~ if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of at least up to 800 square feet.

ii. Two bedrooms: 1,000 square feet or (ii) fifty (50) percent of the floor area of the primary dwelling unit, whichever is less, provided, however that if the size of the primary dwelling unit is less than 1,600 square feet, an attached ADU may have a total floor area of at least up to 800 square feet.

b. Detached ADUs: The total floor area of a detached ADU shall not exceed 1,200 square feet; the following:

i. Studio or One bedroom: 850 square feet.

ii. Two bedrooms: 1,000 square feet.

c. ADU and JADU on same site: ADUs may not exceed 800 square feet in size in cases where both an ADU and JADU are developed or proposed on a site.

ed. Converted ADUs: The maximum size limitations set forth in this subsection do not apply to converted ADUs that do not increase the existing floor area of a structure. In addition, a converted ADU created within an existing accessory structure may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure to extent necessary to accommodate ingress and egress.

4. Porches, Patios, and Garages.

a. An attached or detached ADU may include an attached covered patio and/or porch, which, if provided, shall be integrated into the design of the ADU and shall not exceed 80 square feet in size.

b. An attached or detached ADU may include an attached one-car garage, which, if provided, shall be integrated into the design of the ADU and shall not exceed 250 square feet in size.

c. In no event shall the total combined area of an ADU and attached porch, patio, and/or garage exceed 1,5301,330 square feet.

C. Setbacks.

1. Front Yard Setbacks. New attached and detached ADUs are subject to the same minimum front yard setback requirements applicable to other structures on the lot on which the ADU is located.
2. Side and Rear Yard Setbacks. Minimum setbacks of no less than four (4) feet from the side and rear lot lines are required for new attached and detached ADUs.
3. Converted ADUs. No setbacks are required for converted ADUs, provided the side and rear yard setbacks of the existing converted structure are sufficient for fire and safety, as determined by the City's building official.

D. Building Separation.

1. A minimum separation of ~~five (5)~~six (6) feet is required between a detached ADU and the primary dwelling unit.
2. A minimum separation of ~~five (5)~~six (6) feet is required between attached or detached ADU and all other structures, including garages, on the property.
3. Building separation requirements do not apply to converted ADUs that do not include an expansion of the floor area of the existing structure.

E. Height.

1. New attached and detached ADUs shall be one story, constructed at ground level, and shall not be more than 17 feet in height measured from ground level to the highest point on the roof.
2. Converted ADUs are not subject to a height limitation.

F. Design.

1. The design, color, material, and texture of the roof of an attached or detached ADU shall be substantially the same as the primary unit.
2. The color, material, and texture of all building walls of an attached or detached ADU shall be similar to and compatible with the primary unit.
3. The design of an attached or detached ADU shall be architecturally compatible with the primary unit and shall maintain the scale and appearance of the primary unit.
4. In order to facilitate the development of ADUs in a manner that ensures reasonable consistency and compatibility of design, the Director is authorized to develop standard design plans and criteria for ADUs. ADUs developed in

conformance with such standard plans and criteria shall be deemed to comply with this subsection.

G. Off-street Parking.

1. One off-street parking space must be provided for a new attached or detached ADU. The required parking space may be permitted in setback areas, or through tandem parking on a driveway, unless specific findings are made by the Director that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety concerns.
2. Parking for a new attached or detached ADU is in addition to the required parking for the primary unit. However, when a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.
3. Off-street parking is not required in the following instances:
 - a. The ADU is located within one-half mile walking distance of public transit, including transit stations and bus stations;
 - b. The ADU is located within an architecturally and historically significant historic district;
 - c. The ADU is part of the primary residence or accessory structure (i.e., a converted ADU);
 - d. When on-street parking permits are required but not offered to the occupant of the ADU; and/or
 - e. When there is a car share vehicle located within one block of the ADU.

H. Exterior Access Required. An attached or converted ADU must have independent exterior access that is separate from the access to the proposed or existing primary dwelling.

I. Passageway. No passageway shall be required in conjunction with the construction of an ADU.

J. Access for Public Safety Required. Reasonable access to an ADU from the public right of way for public safety and emergency purposes shall be maintained and not unreasonably restricted.

K. Accessibility Standards. Any new ground level accessory dwelling unit shall be designed and constructed to meet applicable disability/accessibility standards.

Plans shall demonstrate future entrance capability and actual construction shall include adequate door and hallway widths, maneuvering space in kitchens and bathrooms, and structural reinforcements for grab bars.

9.54.050. JADU Requirements.

- A. Footprint. A JADU may only be constructed within the walls of a proposed or existing single-family dwelling.
- B. Unit Size. A JADU shall not be less than 220 square feet and shall not exceed 500 square feet in size.
- C. Separate Entrance. A JADU must include a separate entrance from the main entrance of the proposed or existing single-family residence in which it located.
- D. Kitchen Requirements. A JADU must include an efficiency kitchen, including a cooking facility with appliances, and a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
- E. Bathroom Facilities. A JADU may include separate sanitation facilities or may share sanitation facilities with the proposed or existing single-family dwelling in which it is located.
- F. Parking. No additional off-street parking is required for a JADU beyond that required at the time the existing primary dwelling was constructed.
- G. Fire Protection. For purposes of any fire or life protection ordinance or regulation, a JADU shall not be considered a separate new dwelling unit.
- H. Utility Service. For purposes of providing service for water, sewer, or power, including a connection fee, a JADU shall not be considered a separate or new dwelling unit.
- I. Deed Restriction. Prior to the issuance of a building permit for a JADU, the owner of record of the property shall record a deed restriction against the title of the property in the County Recorder's office with a copy filed with the Director. The deed restriction shall run with the land and shall bind all future owners, heirs, successors, or assigns. The form of the deed restriction shall be provided by the City and shall provide that:
 - 1. The property shall include no more than one JADU and/or ADU.
 - 2. The JADU may not be sold, mortgaged, or transferred separately from the primary residence.

3. The owner of record of the lot upon which a JADU is located, or a person or persons representing no less than fifty percent (50%) of the ownership interest in the lot, shall occupy either the JADU or the remaining portion of the primary single-family dwelling as his/her/their principal residence. In the event owner occupancy of the property ceases, the JADU shall automatically become unhabitable space, shall not be used as a separate dwelling unit, and shall not be separately rented or leased for any purpose.
4. The JADU may be rented, but may not be rented on a short-term basis of less than 30 days.
5. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.
6. The deed restriction may not be modified or terminated without the prior written consent of the Director.

9.54.060 Other Requirements.

- A. **No Separate Conveyance.** Except as otherwise provided in Government Code section 65852.26 or by other applicable law, an ADU or JADU may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence, and a lot shall not be subdivided in any manner which would authorize such separate sale or ownership.
- B. **No Short-Term Rental Permitted.** An ADU or JADU that is rented shall be rented for a term that is longer than thirty (30) days. Short-term rental (i.e., 30 days or less) of an ADU or a JADU is prohibited.
- C. **Owner Occupancy Requirements.**
 1. **ADUs.** Owner occupancy of a primary dwelling or ADU is not required.
 2. **JADUs.** The owner of record of the lot upon which a JADU is located, or a person or persons representing no less than fifty percent (50%) of the ownership interest in the lot, must occupy either the JADU or the remaining portion of the primary single-family dwelling as his/her/their principal residence. Notwithstanding the foregoing, owner-occupancy is not be required if the owner is another governmental agency, land trust, or housing organization.

9.54.070. Permit Application and Review Procedures.

- A. **Building Permit Required.** A building permit is required prior to construction of an ADU or JADU. Except as otherwise provided in this chapter or by state law, all building, fire, and related code requirements applicable to habitable dwellings apply

to ADUs and JADUs. However, fire sprinklers shall not be required if they are not required for the primary dwelling.

- B. Application. Prior to the issuance of a building permit for an ADU or JADU, the applicant shall submit an application on a form prepared by the City, along with all information and materials proscribed by such form. No application shall be accepted unless it is completed as prescribed and is accompanied by payment for all applicable fees.
- C. Review. The Director shall consider and approve or disapprove a complete application for an ADU or JADU ministerially without discretionary review or public hearing within the time prescribed by law. Review is limited to whether the proposed ADU or JADU complies with the requirements of this chapter. If an applicant requests a delay, the time period for the City to review of an application shall be tolled for the period of the requested delay. If the application to create an ADU or a JADU unit is submitted with an application to create a new single-family dwelling on the lot, the Director may delay acting on the application for the ADU or the JADU until the City acts on the application to create the new single-family dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- D. Zoning Conformity. The City shall not require the correction of nonconforming zoning conditions as a condition of approval of a permit application for the creation of an ADU or JADU.
- E. Conformity with State Law. The City shall not apply any requirement or development standard provided for in this chapter to an ADU or a JADU to the extent prohibited by any provision of state law, including, but not limited to, subdivision (e)(1) of Government Code section 65852.2.

9.54.080. Utilities

- A. ADUs. Unless otherwise mandated by applicable law or the utility provider or determined by the City's Public Works Director to be necessary, an ADU may be served by the same water, sewer, and other utility connections serving the primary dwelling on the property, and the installation of a new or separate utility connection directly between an ADU and a utility is not required. However, separate utility connections and meters for ADUs may be installed at the property owner's option, when permitted by the utility provider, and subject to the payment of all applicable fees.
- B. JADUs. A JADU shall be served by the same water, sewer, and other utility connections serving the primary single-family dwelling in which it is located, and no separate utility meters shall be permitted for a JADU.

9.54.090. Impact Fees.

- A. Construction of an ADU is subject to applicable development impact fees adopted by the City pursuant to California Government Code, Title 7, Division 1, Chapter 5 (commencing with § 66000) and Chapter 7 (commencing with § 66012).
- B. No impact fee as required by this Code is required for an ADU or JADU that is less than 750 square feet in size.
- C. Any impact fee that is required for an ADU that is 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling.
- D. For purposes of this section, "impact fee" does not include any connection fee, capacity charge for water or sewer service, planning application fee, plan check fee, or building permit fee.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT PLANNING STAFF REPORT

AGENDA ITEM NO.: C.1.	SITE LOCATION: Citywide
HEARING DATE: July 16, 2020	GENERAL PLAN: N/A
CASE NO.: Amendment No. A-027-2020	ZONE: N/A
APPLICANT: City of Garden Grove	
OWNER: N/A	CEQA DETERMINATION: Exempt

REQUEST:

Recommend approval to the City Council of a City-initiated zoning text amendment to Title 9 of the Garden Grove Municipal Code (Land Use Code) pertaining to the regulation of accessory dwelling units and junior accessory dwelling units to conform to changes in State law.

BACKGROUND:

Accessory Dwelling Units (ADUs), formerly known as second-units, have been identified by the State of California as providing an important affordable housing option essential to meeting the State's growing housing shortage.

In 1982, the State enacted legislation that authorized local jurisdictions to adopt provisions permitting second-units while maintaining local control. In 2002, Assembly Bill (AB) 1866 was adopted to update the second-unit law to require local jurisdictions to allow second-units by-right on lots developed with an existing single-family home, subject to reasonable zoning and development standards requirements.

In 2016, Senate Bill (SB) 1069 and Assembly Bill (AB) 2299 were adopted amending State law to further restrict local control over second-units for the purpose of allowing property owners more flexibility to build ADUs through new construction or through the conversion of existing permitted structures. The significant State law changes included new parking requirements for ADUs; allowing ADU conversions within existing permitted spaces; and allowing local jurisdictions the option to allow for Junior Accessory Dwelling Units (JADUs).

State law defines an ADU as an attached or a detached residential dwelling unit that provides complete and independent living facilities, including kitchen and bathroom facilities, for one or more persons, and is located on a lot with a proposed or existing primary residence. A JADU is a unit that is no more than 500 square feet in size and is contained entirely within a single-family residence, with a cooking facility, and

which may include separate or shared bathroom facilities with the single-family residence.

To comply with the 2016 State law requirements, the City Council adopted Ordinance No. 2882 on June 13, 2017. The ordinance updated definitions for ADUs; established parking requirements in compliance with State law for ADUs; established a maximum ADU unit size of 800 square feet; established a minimum lot size of 7,200 square feet to construct an ADU; established building setbacks for ADUs; allowed ADU conversions; and established other requirements to facilitate the creation of ADUs in R-1 (Single-Family Residential) zoned properties developed with an existing single-family residence. The ordinance did not allow for JADUs.

In 2019, the State legislature adopted a series of bills, Senate Bill (SB) 13 and Assembly Bills (AB) 68, AB 587, AB 671 and AB 881, that became effective on January 1, 2020, which further restricted local control over ADUs and JADUs in order to facilitate more housing production. The State law changes significantly restrict and preempt local jurisdiction's authority to regulate certain aspects of ADUs and JADUs, but still allows local jurisdictions to regulate other aspects of ADUs and JADUs. The proposed zoning text amendment will bring the City's regulations and development standards for ADUs and JADUs in compliance with the new State law. Pursuant to State law, local jurisdictions that do not adopt a new ordinance consistent with State law are prohibited from imposing any zoning regulations on ADUs and JADUs beyond what is specified in State law.

During the interim period, from January 1, 2020 to the present, the City has been applying the new State law requirements to all ADU and JADU projects submitted for plan check review, and has continued to issue building permits for their construction.

To date, a total of 681 building permits have been issued for ADU applications received since 2017. The following chart, Table 1, identifies the total number of building permits issued for each type of ADU construction by year since 2017.

Table 1: ADUs Building Permits Issued by Year

Year	New ADU	ADU Conversion	Total
2017	18	7	25
2018	162	55	217
2019	239	55	294
2020	114	31	145
Total to Date			681

DISCUSSION

The proposed code amendment is intended to conform the City of Garden Grove's regulations that pertain to ADUs and JADUs to current State law.

The City's current ADU regulations are contained within Chapter 9.08 of the Garden Grove Municipal Code, which only applies to properties zoned for single-family residential uses. The proposed code amendment will repeal the existing ADU regulations in Chapter 9.08, and will add an entirely new chapter, Chapter 9.54 Accessory Dwelling Units and Junior Accessory Dwelling Units, to Title 9 of the Municipal Code that will contain provisions to regulate ADUs and JADUs in all zones where single-family and multi-family uses are permitted in the City. In addition, Section 9.04.060.C will be amended to update the definition for Accessory Dwelling Unit and to add a definition for Junior Accessory Dwelling Unit.

The following discussion describes the most significant State law changes affecting ADUs and JADUs that have been incorporated in the proposed ordinance.

Permitted Zones

The 2017 ADU Ordinance only permitted ADUs in the R-1 (Single-Family Residential) zone. State law now requires ADUs to be permitted on lots where either single-family and multi-family residential developments are permitted. To comply with State law, ADUs will now be permitted on any lot in the City that is zoned to allow single-family or multiple-family residential uses, including, but not limited to, the R-1 (Single-Family Residential), R-2 (Limited-Multiple Residential), R-3 (Multiple-Family Residential), the Mixed Use zones, and residential Planned Unit Developments.

Prior to the recent State law changes, local jurisdictions had the discretion to allow JADUs. When the 2017 ADU Ordinance was adopted, the ordinance did not permit JADUs. State law now requires local jurisdictions to allow JADUs in all zones that allow single-family uses. To comply with State law, the proposed ordinance will allow JADUs within proposed or existing legally developed single-family dwellings on any lot in the City that is zoned to allow single-family residential uses.

Minimum Lot Size

The 2017 ADU Ordinance established a minimum lot size of 7,200 square feet to allow the construction of a new ADU. State law now prohibits local jurisdictions from imposing a minimum lot size requirement to develop a new ADU. State law also prohibits a minimum lot size requirement for ADU conversions and JADUs. The proposed ordinance will comply with State law and will not impose a minimum lot size to develop ADUs and JADUs.

Number of ADUs and JADUs Permitted

The 2017 Ordinance limited the number of ADUs to one per lot developed with a single-family residence. State law now requires local jurisdictions to allow one (1) ADU and/or one (1) JADU on a lot developed or proposed to be developed with a single-family residence.

In addition, State law requires local jurisdictions to allow at least two (2) detached ADUs on lots developed or proposed to be developed with a multi-family

development, and to allow multiple ADUs to be constructed within portions of existing multi-family dwelling structures not used as livable space, such as storage rooms, boiler rooms, passageways, attics, basements, garages, etc. up to 25% of the existing multi-family units.

To comply with State law, the proposed ordinance will allow one (1) ADU, constructed through new construction or through a conversion, and/or one (1) JADU on a lot developed or proposed to be developed with a single-family residence, as applicable.

Furthermore, the proposed ordinance will allow up to two (2) attached or detached ADUs or converted ADUs in detached accessory structures to be developed on a lot with a proposed or existing multi-family development. Also, multiple ADUs will be allowed to be constructed within portions of existing multi-family dwelling structures not used as livable space, such as storage rooms, boiler rooms, passageways, attics, basements, garages, etc., up to 25% of the existing multi-family units.

It should be noted that, pursuant to State law, density requirements are not applicable to ADUs and JADUs, and these units can exceed the maximum allowable density requirements of the zone.

Minimum and Maximum Unit Sizes

The 2017 ADU Ordinance limited the maximum unit size of ADUs to 800 square feet. At the time, State law allowed detached ADUs up to a maximum size of 1,200 square feet, and attached ADUs up to 50% of the existing primary unit or 1,200 S.F.; however, local jurisdictions had the discretion to establish reasonable minimum and maximum unit sizes for attached and detached ADUs, so long as such limits did not unreasonably restrict the ability of homeowners to create ADUs.

The 2017 Ordinance also established minimum unit size requirements based on the unit configuration, including, 220 square feet for an efficiency unit, 500 square feet for studio unit, 600 square feet for a one (1) bedroom unit, and 700 square feet for a two (2) bedroom unit.

State law continues to limit the maximum unit size of detached ADUs to 1,200 square feet, and maximum unit size of an attached ADUs to fifty (50) percent of the floor area of the primary unit. Nevertheless, local jurisdictions continue to have the discretion to establish a maximum ADU unit size provided the maximum ADU size is not less than 850 square feet for a studio or one bedroom unit, or 1,000 square feet for more than a one bedroom unit.

During the interim period since January 1, 2020, the City has approved ADUs up to 1,200 square feet in size, which is consistent with State law. Since January 1, the City has issued 54 building permits for new ADUs with a building area greater than 800 square feet.

The proposed ordinance will be consistent with State law, and will allow detached ADUs up to a maximum unit size of 1,200 square feet. For attached ADUs, the ADU

will be limited to fifty (50) percent of the floor area of the primary unit or 1,200 square feet, whichever is less. If the primary residence is less than 1,600 square feet, an ADU of at least 800 square feet will be allowed.

In addition, State law prohibits local jurisdictions from imposing a minimum ADU unit size that would prevent the construction of an efficiency unit. Efficiency units are smaller units, about 220 square feet in size, as determined by the California Building Code, that include a kitchen, sink, cooking appliance, refrigerator, and bathroom facility. The proposed ordinance will establish minimum unit size requirements based on the unit configuration that comply with State law, including, 220 square feet for a studio or efficiency unit, 500 square feet for a one (1) bedroom unit, 700 square feet for two (2) bedroom unit, and 900 square feet for a three (3) bedroom unit.

Finally, State law limits the maximum size of an JADU to 500 square feet. The proposed ordinance will comply with State law, and will allow JADUs to range in size from 220 square feet to 500 square feet.

Number of Bedrooms Permitted

The 2017 ADU Ordinance limited the number of bedrooms in an ADU to two (2) bedrooms. State law does not regulate the maximum number of bedrooms allowed in an ADU. At the time, the City determined that an ADU with a minimum unit size of 700 square feet could accommodate two (2) bedrooms while continuing to provide a common area with ample space to accommodate a living room, kitchen, and bathroom facilities. Since January 1, 2020, the City has only approved ADUs with up to two (2) bedrooms pending approval of a new ordinance that would allow for more than two (2) bedrooms. Staff has observed that ADUs with a living area of 900 square feet or greater can accommodate up to three (3) bedrooms while continuing to provide ample space for a living room, kitchen, and bathroom facilities. Allowing ADUs with up to three (3) bedrooms gives larger households the opportunity to live in an ADU with sufficient sleeping rooms to serve the needs of the occupants, especially the needs of larger families. The proposed ordinance allows for a maximum of three (3) bedrooms in an ADU with a minimum unit size of 900 square feet.

Since JADUs will be limited to a maximum size of 500 square feet, the maximum number of bedrooms that can be accommodate within a JADU is one (1) bedroom.

Required ADU Parking

State law establishes the minimum parking requirements for ADUs and JADUs, and those parking requirements have not changed since adoption of the 2017 ADU Ordinance. Pursuant to State law, ADUs are required to provide one (1) parking space per unit or one (1) parking space per bedroom, whichever is less. These parking spaces can be designed as tandem parking located along the existing driveway or within a setback area. In addition, the State law prohibits local jurisdictions from requiring parking if the ADU is located within one-half mile from public transit, including a bus stop; if the ADU is located within an architecturally and historically significant district; if the ADU is part of the existing primary residence or

an existing accessory structure (ADU conversion); if on-street parking permits are required, but not offered to the occupant of the ADU; or if a car-share vehicle station is located one block from the ADU. State law also exempts JADUs from parking requirements.

The proposed ordinance will comply with State law, and will require one (1) parking space for ADUs not located within one-half mile walking distance from a bus stop. Furthermore, no parking will be required for ADU conversions or for JADUs pursuant to State law.

Replacement Parking

The 2017 ADU Ordinance required parking that served the primary residence to be replaced as open parking if a garage or carport was demolished or converted to accommodate an ADU. State law now prohibits local jurisdictions from requiring replacement parking if a garage, carport or covered parking structures is demolished to accommodate an ADU or ADU conversion.

In addition, the 2017 Ordinance required the primary unit to comply with the current parking requirements as part of the creation of a new ADU. If the primary unit was not in compliance with the parking requirements, the primary unit was made to comply with the parking requirements. State law now prohibits local jurisdictions from imposing nonconforming zone corrections as a condition for the creation of an ADU or AJDU.

The proposed ordinance will comply with State law, and will not require replacement parking if a garage, carport or covered parking structures are demolished to accommodate an ADU or ADU conversion. The proposed ordinance will no longer require nonconforming zone corrections as a condition for approving an ADU or JADU.

ADU Setbacks

The 2017 ADU Ordinance required detached ADUs to maintain a rear and interior side yard setback of 5 feet, and attached ADUs to maintain a rear setback of 10 feet and an interior side setback of 5 feet. State law now requires a minimum side and rear yard setback of 4 feet for all new, attached or detached, ADUs.

The proposed ordinance will comply with State law, and will require detached and attached ADUs to maintain a rear and side yard setback of 4 feet. ADUs will be required to continue to comply with the required front setback of the respective zone. ADU conversions and JADUs are not subject to setback requirements pursuant to State law, but must comply with applicable Building Code requirements for setbacks.

Lot Coverage and Open Space Requirements

The 2017 ADU Ordinance required lots developed with new ADUs to continue to maintain 1,000 square feet of open space in the required rear yard setback area and counted an ADU as part of the 50% lot coverage calculation for the R-1 Zone. State

law now allows ADUs in all residential zones and exempts new ADUs with a building area of 800 square feet or less from complying with lot coverage and open space requirements. The new proposed ordinance does not establish express uniform lot coverage or open space requirements for ADUs. However, except to the extent prohibited by State law, a new ADU will be required to conform to the lot coverage, open space, and other general development standards applicable to the lot on which it is located. Also, consistent with State law, the proposed ordinance provides that when the application of a development standard related to lot coverage or open-space would prohibit the construction of an attached or detached ADU of at least 800 square feet, such standard will be waived to the extent necessary to allow construction of an ADU of up to 800 square feet.

Pursuant to State Law, ADU conversions and JADUs are exempt from lot coverage and open space requirements.

Other ADU and JADU Requirements

The 2017 ADU Ordinance required property owners to reside on the property developed with an ADU. State law no longer requires owner-occupancy of one of the units; however, for properties developed with JADUs, local jurisdictions can impose the owner-occupancy requirement. The proposed ordinance will impose owner-occupancy requirements for JADUs. The property owner will be required to occupy the primary residence or the JADU, and will be required to record a deed restriction by which the property owner acknowledges and agrees to comply with the JADU provisions of Title 9 of the Municipal Code.

In addition, the proposed ordinance will expressly prohibit ADUs and JADUs from being rented as short-term rentals with occupancies of 30-days or less, which is consistent with State law.

The 2017 ADU Ordinance required ADUs to be served by the same water, sewer, gas, and electrical connections that served the primary residence. With removal of the owner-occupancy requirement for ADUs, ADUs and the primary residence can be rented to different households that may now necessitate the need for separate utilities meters for the ADU. The proposed ordinance will allow (but not require) separate utilities for ADUs; however, no separate utilities will be allowed for a JADU due to the owner-occupancy requirement.

State law has reduced the time a local jurisdiction has to review and approve plan check applications for ADUs and JADUs from 120 days to 60 days from the time a complete application is received by the City.

State law has limited the development impact fees that local jurisdictions can charge for ADUs and JADUs. ADUs and JADUs less than 750 square feet in size can no longer be charged impact fees, including traffic mitigation, parkway tree, park facility, and drainage fees. For ADUs greater than 750 square feet, the impact fees must be charged proportionately in relation to the square footage of the main unit.

A comprehensive comparison of the 2017 ADU Ordinance, the State law regulations, and proposed ADU and JADU regulations are provided in Exhibit "A". Also, Exhibit "B" provides a copy of the Accessory Dwelling Unit Memorandum prepared by Department of Housing and Community Development (HCD) that identifies the State law changes, and includes a redline copy of the State ADU statute identifying the recent changes.

Once the proposed ordinance is adopted by the City, a copy of the ordinance will be submitted to HCD for review for compliance with State law.

RECOMMENDATION:

Staff recommends that the Planning Commission:

1. Adopt the proposed Resolution recommending approval of Amendment No. A-027-2020 to the City Council.



LEE MARINO
Planning Services Manager



By: Maria Parra
Senior Planner

Exhibit "A"

Comparison of the 2017 ADU Ordinance, State Law Regulations, and Proposed ADU and JADU Ordinance

	2017 ADU Ordinance	State Law Requirements	Proposed ADU and JADU Ordinance
1 Permitted Zone	ADU only permitted in the R-1 zone developed with an existing single-family residence.	ADUs and JADUs permitted in single-family, multiple-family, and mixed-use zones where residential uses are allowed.	Complies with State law. ADUs and JADUs permitted on any lot that is zoned to allow single-family or multiple-family residential uses and that includes a proposed or existing legally developed single-family or multiple-family dwelling.
2 Minimum Lot Size	7,200 S.F.	Prohibits minimum lot size for ADUs and JADUs	Complies with State law. No minimum lot size requirement for ADUs and JADUs.
3 Number of Permitted ADUs	One (1) ADU permitted on a lot through new construction or conversion.	One (1) ADU, new construction or conversion, on a lot developed or proposed to be developed with a single-family residence. Up to two (2) ADUs permitted on lots developed or proposed to be developed with a multiple-family development. Multiple ADUs can be constructed within portion of existing multiple-family structures not used for livable space, such as storage rooms, boiler rooms, attics, basements, passageways, etc., up to 25% of the existing multiple-family units.	Complies with State law. One (1) ADU, new construction or conversion, on a lot developed or proposed to be developed with a single-family residence. Up to two (2) attached or detached ADUs permitted on lots developed or proposed to be developed with a multiple-family development. In addition, multiple ADUs can be constructed within portion of existing multiple-family structures not used for livable space, such as storage rooms, boiler rooms, passageways, attics, basements, garages, etc., up to 25% of the existing multiple-family units on the lot.

	2017 ADU Ordinance	State Law Requirements	Proposed ADU and JADU Ordinance
4	Number of Permitted JADUs	JADUs not permitted.	Complies with State law. One (1) JADU within a proposed or existing single-family residence.
5	Maximum Unit Size	Detached or Attached ADU: 800 S.F. ADU Conversion: Not subject to maximum unit size per State law.	Complies with State law. Detached ADU: 1,200 S.F. Attached ADU: 50% of primary residence or 1,200 S.F., whichever is less. Primary residence less than 1,600 S.F. allowed an 800 S.F. ADU. ADU Conversion: Not subject to maximum unit size per State law. JADU: 500 S.F.
6	ADU and JADU Minimum Unit Sizes	ADU: Efficiency Unit: 220 S.F. Studio: 500 S.F. 1-Bedroom: 600 S.F. 2-Bedrooms: 700 S.F.	ADU: Studio or Efficiency Unit: 220 S.F. 1-Bedroom: 500 S.F. 2-Bedrooms: 700 S.F. 3-Bedroom: 900 S.F. JADU: 220 S.F.
7	Maximum Total Number of Bedrooms	Up to 2 bedrooms.	Up to 3 bedrooms in an ADU based on the minimum unit size. JADU can be designed as a efficiency unit/studio or one-bedroom unit.
8	ADU Parking	ADU: 1 space per unit unless property is located one-half mile from a bus stop. ADU Conversion: No parking required.	Complies with State law. ADU: 1 space per unit unless property is located one-half mile from a bus stop. ADU Conversion and JADU: No parking required.

	2017 ADU Ordinance	State Law Requirements	Proposed ADU and JADU Ordinance
9	Replacement Parking	Required replacement parking for a garage conversion or if a garage/carport was demolished to accommodate an ADU. Also, nonconforming parking for primary residence had to comply with code.	Complies with State law. No replacement parking required. Nonconforming issues affecting the primary residence will no longer be considered with construction of an ADU.
10	Minimum Building Setbacks	Attached ADU: 5 feet from side and 10 feet from rear property line. Detached ADU: 5 feet from side and rear property line. No setbacks required for ADU conversion per State law.	Complies with State law. Minimum building setback for ADU is 4 feet from any side and rear property line. No setbacks required for JADUs or for ADU conversions, provided the side and rear yard setbacks of the existing converted structure are sufficient for fire and safety.
11	ADU Building Height	17 feet (one-story)	Complies with State law. 17 feet (one-story). ADU conversion only required to comply with Building Code requirements.
12	Lot Coverage and Open Space	ADU required to comply with 50% lot coverage and 1,000 square feet of open space in the rear yard setback area.	Complies with State law. ADUs must comply with lot coverage and open space requirements applicable to lot on which it is located (unless exempted by State law); however, these requirements waived to extent necessary to allow ADU up to 800 S.F. ADU conversions and JADUs exempted from lot coverage and open space requirements.

	2017 ADU Ordinance	State Law Requirements	Proposed ADU and JADU Ordinance
13 Approval Process	Ministerially within 120 days of complete ADU application	Ministerially within 60 days of complete ADU application	Complies with State law. Ministerially within time required by State law (i.e., 60 days of complete ADU application).
14 Short-Term Rental	Tenant occupancies of less than 30-days prohibited	Jurisdiction can prohibit short term rental of ADUs and JADUs.	Complies with State law. Tenant occupancies of 30-days or less prohibited for ADUs and JADUs.
15 Owner Occupancy	Required owner-occupancy of one of the units.	Owner-occupancy requirement for an ADU no longer allowed. Owner-occupancy restriction only applicable to JADUs.	Complies with State law. Owner-occupancy restriction for an ADU no longer required. Owner-occupancy restriction apply to JADUs.
16 Ownership	ADU cannot be sold separately from the primary residence.	ADU cannot be sold separately from the primary residence; however, new law changes allow ADUs to be sold separately if developed by a qualified nonprofit corporation and the unit is restricted as affordable. JADU cannot be sold separately.	Complies with State law. ADU cannot be sold separately from the primary residence; however, ADUs can be sold separately if developed by a qualified nonprofit corporation and the unit is restricted as affordable. JADU cannot be sold separately.
17 Fire Sprinklers	Not required for ADU if not required for primary residence.	Not required for an ADU or JADU if not required for the primary residence.	Complies with State law. Not required for ADU or JADU if not required for the primary residence.
18 Impact Fees	Subject to permit fees and impact fees. Impact fees collected for parkway tree, park facility fee (In Lieu Park), drainage, and traffic mitigation.	ADUs less than 750 S.F. exempt from impact fees. ADUs greater than 750 S.F., the impact fees must be charged proportionately to the square footage of the primary residence.	Complies with State law. ADUs less than 750 S.F. exempt from impact fees. ADUs greater than 750 S.F., the impact fees must be charged proportionately in relation to the square footage of the primary residence.

	Utility Connection	2017 ADU Ordinance	State Law Requirements	Proposed ADU and JADU Ordinance
19		Separate utilities not allowed for ADU, exempt for a water meter if require sprinklers required for ADU under the same water bill as the primary residence.	No requirement in State law.	ADUs will be allowed to have separate utilities. JADUs not allowed to have separate utilities and must share utilities with the primary residence.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

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MEMORANDUM

DATE: January 10, 2020
TO: Planning Directors and Interested Parties

FROM: Zachary Olmstead, Deputy Director
Division of Housing Policy Development

SUBJECT: Local Agency Accessory Dwelling Units
Chapter 653, Statutes of 2019 (Senate Bill 13)
Chapter 655, Statutes of 2019 (Assembly Bill 68)
Chapter 657, Statutes of 2019 (Assembly Bill 587)
Chapter 178, Statutes of 2019 (Assembly Bill 670)
Chapter 658, Statutes of 2019 (Assembly Bill 671)
Chapter 659, Statutes of 2019 (Assembly Bill 881)

This memorandum is to inform you of the amendments to California law, effective January 1, 2020, regarding the creation of accessory dwelling units (ADU) and junior accessory dwelling units (JADU). Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12) and further address barriers to the development of ADUs and JADUs. (Attachment A includes the combined ADU statute updates from SB 13, AB 68 and AB 881).

This recent legislation, among other changes, addresses the following:

- Development standards shall not include requirements on minimum lot size (Section (a)(1)(B)(i)).
- Clarifies areas designated for ADUs may be based on water and sewer and impacts on traffic flow and public safety.
- Eliminates owner-occupancy requirements by local agencies (Section (a)(6) & (e)(1)) until January 1, 2025.
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1000 square feet if the ADU contains more than one bedroom (Section (c)(2)(B)).
- Clarifies that when ADUs are created through the conversion of a garage, carport or covered parking structure, replacement offstreet parking spaces cannot be required by the local agency (Section (a)(1)(D)(xi)).

- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Section (a)(3) and (b)).
- Clarifies "public transit" to include various means of transportation that charge set fees, run on fixed routes and are available to the public (Section (j)(10)).
- Establishes impact fee exemptions or limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees and impact fees for an ADU of 750 square feet or larger shall be proportional to the relationship of the ADU to the primary dwelling unit (Section (f)(3)).
- Defines an "accessory structure" to mean a structure that is accessory or incidental to a dwelling on the same lot as the ADU (Section (j)(2)).
- Authorizes HCD to notify the local agency if the department finds that their ADU ordinance is not in compliance with state law (Section (h)(2)).
- Clarifies that a local agency may identify an ADU or JADU as an adequate site to satisfy RHNA housing needs as specified in Gov. Code Section 65583.1(a) and 65852.2(m).
- Permits JADUs without an ordinance adoption by a local agency (Section (a)(3), (b) and (e)).
- Allows a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom or an interior entry into the single-family residence (Gov. Code Section 65852.22).
- Allows upon application and approval, an owner of a substandard ADU 5 years to correct the violation, if the violation is not a health and safety issue, as determined by the enforcement agency (Section (n)).
- Creates a narrow exemption to the prohibition for ADUs to be sold or otherwise conveyed separate from the primary dwelling by allowing deed-restricted sales to occur. To qualify, the primary dwelling and the ADU are to be built by a qualified non-profit corporation whose mission is to provide units to low-income households (Gov. Code Section 65852.26).
- Removes covenants, conditions and restrictions (CC&Rs) that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use are void and unenforceable (Civil Code Section 4751).
- Requires local agency housing elements to include a plan that incentivizes and promotes the creation of ADUs that can offer affordable rents for very low, low-, or moderate-income households and requires HCD to develop a list of state grants and financial incentives in connection with the planning, construction and operation of affordable ADUs (Gov. Code Section 65583 and Health and Safety Code Section 50504.5) (Attachment D).

For assistance, please see the amended statutes in Attachments A, B, C and D. HCD continues to be available to provide preliminary reviews of draft ADU ordinances to assist local agencies in meeting statutory requirements. In addition, pursuant to Gov. Code Section 65852.2(h), adopted ADU ordinances shall be submitted to HCD within 60 days of adoption. For more information and updates, please contact HCD's ADU team at adu@hcd.ca.gov.

ATTACHMENT A

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2

(AB 881, AB 68 and SB 13 Accessory Dwelling Units)

(Changes noted in strikeout, underline/italics)

Effective January 1, 2020, Section 65852.2 of the Government Code is amended to read:

65852.2.

(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on ~~criteria that may include, but are not limited to,~~ the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, ~~lot coverage,~~ landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, ~~but~~ but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing ~~single-family~~ dwelling.

(iii) The accessory dwelling unit is either attached ~~to,~~ or located ~~within the living area of the~~ within, the proposed or existing primary dwelling or dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) ~~The total area of floorspace of~~ If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the ~~proposed or existing primary dwelling living area or 1,200 square feet.~~ existing primary dwelling.

(v) The total floor area ~~of floorspace~~ for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing ~~garage living area or~~ accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than ~~five~~ four feet from the side and rear lot lines shall be required for an accessory dwelling

~~unit that is constructed above a garage. not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.~~

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to a an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, ~~and the local agency requires~~ shall not require that those ~~offstreet~~ offstreet parking spaces be replaced, ~~the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts. This clause shall not apply to a unit that is described in subdivision (d).~~ replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) ~~When a local agency receives its first application on or after July 1, 2003, for a permit pursuant to this subdivision, the application~~ A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, within 120 days after receiving the application. permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse it for costs that it incurs ~~as a result of amendments to this paragraph enacted during the 2001-02 Regular Session of the Legislature,~~ incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency ~~subsequent to the effective date of the act adding this paragraph~~ shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. ~~In the event that~~ If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void ~~upon the effective date of the act adding this paragraph~~ and that agency shall thereafter apply the standards established in this

subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the *delay or denial* of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot ~~zoned for residential use~~ that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be ~~utilized~~ used or imposed, including any owner-occupant requirement, except that a local agency may require an applicant for a permit issued pursuant to this subdivision to be an owner-occupant or that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a) ~~within 120 days after receiving the application.~~ (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

~~(c) (C) A local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units. No minimum or maximum size for an accessory dwelling unit, or size based upon a percentage of the proposed or existing primary dwelling, shall be established by ordinance or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an efficiency unit to be constructed in compliance with local development standards. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. 800 square~~

foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

- (1) The accessory dwelling unit is located within one-half mile walking distance of public transit.
- (2) The accessory dwelling unit is located within an architecturally and historically significant historic district.
- (3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.
- (4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.
- (5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) ~~(1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit to create within a zone for single-family use one accessory dwelling unit per single-family lot if the unit is contained within the existing space of a single-family residence or accessory structure, including, but not limited to, a studio, pool house, or other similar structure, has independent exterior access from the existing residence, and the side and rear setbacks are sufficient for fire safety. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence. A city may require owner occupancy for either the primary or the accessory dwelling unit created through this process. within a residential or mixed-use zone to create any of the following:~~

(A) One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) ~~Accessory-~~ An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the- purposes of calculating connection fees or capacity charges for utilities, including water and sewer ~~service.~~ service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

~~(A)~~ (4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge. charge, unless the accessory dwelling unit was constructed with a new single-family home.

~~(B)~~ (5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size- square feet or the number of its plumbing fixtures, drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

~~(h) Local (1) -agencies-~~ A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. ~~The department may review and comment on this submitted ordinance.~~ After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time,

no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Living area" means the interior habitable area of a dwelling unit including basements and attics but does not include a garage or any accessory structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

(3) For purposes of this section, "neighborhood" has the same meaning as set forth in Section 65589.5.

(4) (1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which that provides complete independent living facilities for one or more persons. persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(A) (3) An efficiency unit, "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(B) (4) A manufactured home, as defined in Section 18007 of the Health and Safety Code. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(7) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(5) (8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(10) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

~~(6)~~ (11) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(j) (l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall remain in effect only until January 1, 2025, and as of that date is repealed.

(Becomes operative on January 1, 2025)

Section 65852.2 of the Government Code is amended to read (changes from January 1, 2020 statute noted in underline/italic):

65852.2.

(a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit

that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph, including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) (A) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, ~~including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.~~ imposed except that, subject to subparagraph (B), a local agency may require *an applicant for a permit issued pursuant to this subdivision to be an owner-occupant* or that the property be used for rentals of terms longer than 30 days.

(B) Notwithstanding subparagraph (A), a local agency shall not impose an owner-occupant requirement on an accessory dwelling unit permitted between January 1, 2020, to January 1, 2025, during which time the local agency was prohibited from imposing an owner-occupant requirement.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms,

passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and may shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency may require owner occupancy for either the primary dwelling or the accessory dwelling unit on a single-family lot, subject to the requirements of paragraph (6) of subdivision (a).

(5) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

~~(5)~~ (6) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

~~(6)~~ (7) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or

separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home dwelling.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency's ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed

or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(A) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(7) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(10) "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(11) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit

for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall ~~remain in effect only until January 1, 2025, and as of that date is repealed~~
become operative on January 1, 2025.

Effective January 1, 2020, Section 65852.22 of the Government Code is amended to read (changes noted in strikeout, underline/italics) (AB 68 (Ting)):

65852.22.

(a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence ~~already built~~ built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the ~~existing~~ walls of the structure, ~~and require the inclusion of an existing bedroom.~~ proposed or existing single-family residence.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the structure, ~~with an interior entry to the main living area. A permitted junior accessory dwelling may include a second interior doorway for sound attenuation.~~ proposed or existing single-family residence.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

~~(A) A sink with a maximum waste line diameter of 1.5 inches.~~

~~(B) (A) A cooking facility with appliances that do not require electrical service greater than 120 volts, or natural or propane gas.~~ appliances.

~~(C) (B)~~ (B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine ~~whether if~~ if the junior accessory dwelling unit ~~is in compliance~~ complies with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a hearing. ~~A permit shall be issued within 120 days of submission of an application for a permit pursuant to this section.~~

The permitting agency shall act on the application to create a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the

applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For ~~the~~ purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For ~~the~~ purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

~~(g)~~ (h) For purposes of this section, the following terms have the following meanings:

(1) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within ~~an existing~~ a single-family ~~structure~~ residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) "Local agency" means a city, county, or city and county, whether general law or chartered.

Effective January 1, 2020 Section 17980.12 is added to the Health and Safety Code, immediately following Section 17980.11, to read (changes noted in underline/italics) (SB 13 (Wieckowski)):

17980.12.

(a) (1) An enforcement agency, until January 1, 2030, that issues to an owner of an accessory dwelling unit described in subparagraph (A) or (B) below, a notice to correct a violation of any provision of any building standard pursuant to this part shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to this subdivision:

(A) The accessory dwelling unit was built before January 1, 2020.

(B) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(2) The owner of an accessory dwelling unit that receives a notice to correct violations or abate nuisances as described in paragraph (1) may, in the form and manner prescribed by the enforcement agency, submit an application to the enforcement agency requesting that enforcement of the violation be delayed for five years on the basis that correcting the violation is not necessary to protect health and safety.

(3) The enforcement agency shall grant an application described in paragraph (2) if the enforcement determines that correcting the violation is not necessary to protect health and safety. In making this determination, the enforcement agency shall consult with the entity responsible for enforcement of building standards and other regulations of the State Fire Marshal pursuant to Section 13146.

(4) The enforcement agency shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the enforcement agency before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to paragraph (3).

(b) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in Section 65852.2.

(c) This section shall remain in effect only until January 1, 2035, and as of that date is repealed.

ATTACHMENT B

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 4, ARTICLE 2

AB 587 Accessory Dwelling Units

(Changes noted in underline/italics)

Effective January 1, 2020 Section 65852.26 is added to the Government Code, immediately following Section 65852.25, to read (AB 587 (Friedman)):

65852.26.

(a) Notwithstanding clause (i) of subparagraph (D) of paragraph (1) of subdivision (a) of Section 65852.2, a local agency may, by ordinance, allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if all of the following apply:

(1) The property was built or developed by a qualified nonprofit corporation.

(2) There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit corporation that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

(3) The property is held pursuant to a recorded tenancy in common agreement that includes all of the following:

(A) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling each qualified buyer occupies.

(B) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation to buy the property if the buyer desires to sell or convey the property.

(C) A requirement that the qualified buyer occupy the property as the buyer's principal residence.

(D) Affordability restrictions on the sale and conveyance of the property that ensure the property will be preserved for low-income housing for 45 years for owner-occupied housing units and will be sold or resold to a qualified buyer.

(4) A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A Preliminary Change of Ownership Report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

(5) Notwithstanding subparagraph (A) of paragraph (2) of subdivision (f) of Section 65852.2, if requested by a utility providing service to the primary residence, the accessory dwelling unit has a separate water, sewer, or electrical connection to that utility.

(b) For purposes of this section, the following definitions apply:

(1) "Qualified buyer" means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(2) "Qualified nonprofit corporation" means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

ATTACHMENT C

CIVIL CODE: DIVISION 4, PART 5, CHAPTER 5, ARTICLE 1

AB 670 Accessory Dwelling Units

(Changes noted in underline/italics)

Effective January 1, 2020, Section 4751 is added to the Civil Code, to read (AB 670 (Friedman)):

4751.

(a) Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Section 65852.2 or 65852.22 of the Government Code, is void and unenforceable.

(b) This section does not apply to provisions that impose reasonable restrictions on accessory dwelling units or junior accessory dwelling units. For purposes of this subdivision, "reasonable restrictions" means restrictions that do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an accessory dwelling unit or junior accessory dwelling unit consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.

ATTACHMENT D

GOV. CODE: TITLE 7, DIVISION 1, CHAPTER 3, ARTICLE 10.6

AB 671 Accessory Dwelling Units

(Changes noted in underline/italics)

Effective January 1, 2020, Section 65583(c)(7) of the Government Code is added to read (sections of housing element law omitted for conciseness) (AB 671 (Friedman)):

65583(c)(7).

Develop a plan that incentivizes and promotes the creation of accessory dwelling units that can be offered at affordable rent, as defined in Section 50053 of the Health and Safety Code, for very low, low-, or moderate-income households. For purposes of this paragraph, "accessory dwelling units" has the same meaning as "accessory dwelling unit" as defined in paragraph (4) of subdivision (i) of Section 65852.2.

Effective January 1, 2020, Section 50504.5 is added to the Health and Safety Code, to read (AB 671 (Friedman)):

50504.5.

(a) The department shall develop by December 31, 2020, a list of existing state grants and financial incentives for operating, administrative, and other expenses in connection with the planning, construction, and operation of an accessory dwelling unit with affordable rent, as defined in Section 50053, for very low, low-, and moderate-income households.

(b) The list shall be posted on the department's internet website by December 31, 2020.

(c) For purposes of this section, "accessory dwelling unit" has the same meaning as defined in paragraph (4) of subdivision (i) of Section 65852.2 of the Government Code.

RESOLUTION NO. 5995-20

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GARDEN GROVE RECOMMENDING THE CITY COUNCIL APPROVE AMENDMENT NO. A-027-2020, A ZONING TEXT AMENDMENT TO TITLE 9 OF THE GARDEN GROVE MUNICIPAL CODE TO REPEAL THE EXISTING AND ADOPT NEW REGULATIONS FOR THE DEVELOPMENT OF ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS IN THE CITY TO CONFORM TO CHANGES IN STATE LAW.

BE IT RESOLVED that the Planning Commission of the City of Garden Grove, in regular session assembled on July 16, 2020, does hereby recommend approval of Amendment No. A-027-2020 to the City Council.

BE IT FURTHER RESOLVED in the matter of Amendment No. A-027-2020, the Planning Commission of the City of Garden Grove does hereby report as follows:

1. The case was initiated by the City of Garden Grove.
2. The City of Garden Grove is proposing to repeal portions of Chapter 9.08 of Title 9 (Zoning) of the Garden Grove Municipal code pertaining to accessory dwelling units, and to add Chapter 9.54 to Title 9 of the Municipal Code to establish regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units consistent with State law.
3. The Planning Commission recommends the City Council find that the proposed amendment is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080.17 (CEQA does not apply to the adoption of an ordinance by a city or county to implement the provisions of Section 65852.1 or Section 65852.2 of the Government Code) and CEQA Guidelines Section 15061(b)(3) (It can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment).
4. Pursuant to legal notice, a public hearing was held on July 16, 2020, and all interested persons were given an opportunity to be heard.
5. Report submitted by City staff was reviewed.
6. The Planning Commission gave due and careful consideration to the matter during its meeting of July 16, 2020; and

BE IT FURTHER RESOLVED, FOUND AND DETERMINED that the facts and reasons supporting the conclusion of the Planning Commission are as follows:

FACTS:

The proposed Code Amendment is a text amendment intended to conform the City's Municipal Code with recent State law changes by incorporating provisions and regulations pertaining to accessory dwelling units ("ADUs") and junior accessory units ("JADUs").

Effective January 1, 2020, Senate Bill (SB 13) and Assembly Bills (AB) AB 68, 587, 671, and 881 amended Government Code Sections 65852.2 and 65852.22 and added Government Code Section 65852.6 for the purpose of further facilitating the housing production of ADUs and JADUs to address the State's housing shortage. These amended State laws establish new requirements and limitations that local jurisdictions must comply with in order to retain authority to continue to regulate ADUs. The proposed text amendment will be make the City's regulations for ADUs and JADUs consistent with the amended State law.

FINDINGS AND REASONS:

1. The Amendment is internally consistent with the goals, objectives and elements of the City's General Plan.

The proposed Land Use Code Amendment is internally consistent with the goals, policies, and elements of the General Plan. The proposed text amendments will bring the City's Land Use Code into conformance with recent changes to State law pertaining to accessory dwelling units (ADUs) and junior accessory units (JADUs). The intent of the changes to the State law is to continue to facilitate the housing production of ADUs and JADUs, which are considered as an essential affordable housing option to address the State's housing shortage. Pursuant to State law, ADUs and JADUs will be allowed in zones where single-family and multiple-family uses are permitted. Goal LU-2 and Policy LU-2.2 of the General Plan Land Use element encourage a diverse mix of housing types in the City. In addition, the goal of the General Plan Housing Element is to encourage the development of affordable housing to meet the City's regional housing needs as well as to provide housing that encourages people of all economic levels to live in Garden Grove. ADUs and JADUs will provide for more housing opportunities in the City that will meet the City's regional housing needs.

2. The Amendment will promote the public interest, health, safety and welfare.

The proposed Land Use Code Amendment will promote the public health, safety and welfare. The proposed text amendments will bring the City's Land Use Code into conformance with changes to State law relating to accessory dwelling units (ADUs) and junior accessory units (JADUs). The proposed text amendments are intended to be consistent with current State law, and will facilitate the housing production of ADUs and JADUs, which are an essential affordable housing option to meet the State's housing shortage. Nevertheless, to minimize

impacts of ADUs and JADUs to existing residential neighborhoods, the Land Use Code will continue to contain reasonable development standards and regulations for ADUs and JADUs, as permitted by State law, including prohibiting the short-term rental of ADUs and JADUs and requiring owner-occupancy for properties developed with JADUs and the recordation of a corresponding deed restriction

INCORPORATION OF FACTS AND FINDINGS SET FORTH IN THE STAFF REPORT:

In addition to the foregoing, the Planning Commission incorporates herein by this reference, the facts and reasons set forth in the staff report.

BE IT FURTHER RESOLVED that the Planning Commission does conclude:

1. Amendment No. A-027-2020 possesses characteristics that would indicate justification of the request in accordance with Municipal Code Section 9.32.030.D.1 (Code Amendment).
2. The Planning Commission recommends that the City Council approve Amendment No. A-027-2020 and adopt the draft Ordinance attached hereto as Exhibit "A".

Adopted this 16th day of July 2020

ATTEST:

/s/ JEREMY LEHMAN
CHAIR

/s/ JUDITH MOORE
RECORDING SECRETARY

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

I, JUDITH MOORE, Secretary of the City of Garden Grove Planning Commission, do hereby certify that the foregoing Resolution was duly adopted by the Planning Commission of the City of Garden Grove, California, at a meeting held on July 16, 2020, by the following vote:

AYES:	COMMISSIONERS:	(7)	LE, LEHMAN, LINDSAY, NGUYEN, PEREZ,
			RAMIREZ, SOEFFNER
NOES:	COMMISSIONERS:	(0)	NONE

/s/ JUDITH MOORE
RECORDING SECRETARY

PLEASE NOTE: Any request for court review of this decision must be filed within 90 days of the date this decision was final (See Code of Civil Procedure Section 1094.6).

A decision becomes final if it is not timely appealed to the City Council. Appeal deadline is August 6, 2020.

DRAFT MINUTE EXCERPT
GARDEN GROVE PLANNING COMMISSION

PUBLIC HEARING – AMENDMENT NO. A-027-2020, CITY OF GARDEN GROVE, CITYWIDE.

Applicant: CITY OF GARDEN GROVE

Date: July 16, 2020

Request: Zone text amendment to repeal portions of Title 9 (Zoning) of the Garden Grove Municipal Code pertaining to accessory dwelling units, and adding Chapter 9.54 to Title 9 of the Municipal Code to establish regulations for Accessory Dwelling Units and Junior Accessory Dwelling Units consistent with State Law. This project is exempt from review under the California Environmental Quality Act pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Sections 15282(h) and 15061(b)(3).

Action: Resolution No. 5995-20 was approved.

Motion: Lindsay Second: Nguyen

Ayes: (7) Le, Lehman, Lindsay, Nguyen, Perez, Ramirez, Soeffner

Noes: (0) None

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 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. (Cost: \$792,000) (<i>Action Item</i>)		
		Date:	9/8/2020

OBJECTIVE

For City Council to award a contract to Elecnor Belco Electric, Inc., for construction of Project No. CP-1177000 Traffic Signal Installation at Trask Avenue/Roxey Drive, Project No. CP-1176000 Traffic Signal Modifications at Trask Avenue/Newland Street, and Project No. CP-1157000 Installation of 42 Speed Radar Feedback Signs at 21 School Crossing Locations.

BACKGROUND

In 2018, staff applied for and received federal grants for three Highway Safety Improvement Program (HSIP) projects. Project No. CP-1177000 consists of the installation of a new traffic signal at Trask Avenue and Roxey Drive and Project No. CP-1176000 consists of modifying an existing traffic signal at Trask Avenue and Newland Street. Both projects involve installing new signal equipment, poles, cabinets, conduits, cables and vehicle video detection. As part of the improvements, protective-permissive left-turn phasing will be provided for eastbound and westbound traffic on Trask Avenue at Roxey Drive and for all directions at Trask Avenue and Newland Street. In addition, striping will be modified and handicap ramps will be constructed to meet ADA requirements for both projects. The improvements for Project No. CP-1157000 consist of replacing 42 existing obsolete speed radar feedback signs with 42 new signs at 21 school crossing locations throughout the City (locations attached).

DISCUSSION

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

Eight (8) qualified bids were received and opened in the City Clerk's office at 10:00 a.m. on July 29, 2020. The lowest qualified bidder is Elecnor Belco Electric, Inc., with a total bid of \$792,000. This bid is within the current project budget. The licenses and references of the contractor have been reviewed and verified by staff, and all other documentation is in order.

The anticipated contract schedule is as follows:

Award contract September 8, 2020
Begin Contract (estimated) October 5, 2020
Complete construction (estimated) April 26, 2021

FINANCIAL IMPACT

There is no financial impact to the General Fund. This improvement is included in the Capital Improvement budget and is funded by federal HSIP funds and Red Light Camera Program fees. A maximum of \$744,000 of HSIP federal funds has been programmed for reimbursement for the construction of all projects.

RECOMMENDATION

It is recommended that the City Council:

- Award a contract to Elecnor Belco Electric, Inc., in the amount of \$792,000 for construction of Project No. CP-1177000 Traffic Signal Installation at Trask Avenue/Roxey Drive, Project No. CP-1176000 Traffic Signal Modifications at Trask Avenue/Newland Street and Project No. CP-1157000 Installation of 42 Speed Radar Feedback Signs at 21 School Crossing Locations; and
- Authorize the City Manager to execute the agreement and make minor modifications as appropriate thereto, on behalf of the City.

By: Ken Vu, P.E., Associate Engineer

ATTACHMENTS:

Description	Upload Date	Type	File Name
BID SUMMARY	8/20/2020	Backup Material	BID_SUMMARY_7150-7151-7152.docx
LOCATION OF SPEED RADAR FEEDBACK SIGNS	8/25/2020	Backup Material	SPEED_RADAR_FEEDBACK_SIGN_LOCATIONS.pdf
Agreement	8/26/2020	Agreement	9-8-20_ELECNOR_BELCO_AGRMNT.pdf

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

BID SUMMARY SHEET

FOR

**TRAFFIC SIGNAL INSTALLATION, TRAFFIC SIGNAL MODIFICATIONS AND
SPEED RADAR FEEDBACK SIGNS AT VARIOUS LOCATIONS (PROJECT NO.
7150, 7151 AND 7152).**

BID OPENING: DATE: July 29, 2020

TIME: 10:00 A.M.

ENGINEER'S ESTIMATE: \$ 770,000.00

	<i>Bidder's Name</i>	<i>Total Bid</i>	<i>% Under/Over Engrs. Est</i>
1	<i>Elecnor Belco Electric, Inc., Chino CA</i>	<i>\$792,000.00</i>	<i>2.86% over</i>
2	<i>KDC Inc. dba Dynalectric, Los Alamitos CA</i>	<i>\$793,258.00</i>	<i>3.02% over</i>
3	<i>Crosstown Electrical & Data, Inc., Irwindale CA</i>	<i>\$796,743.00</i>	<i>3.47% over</i>
4	<i>Global Road Sealing, Inc., Garden Grove CA</i>	<i>\$820,000.00</i>	<i>6.49% over</i>
5	<i>PTM General Engineering Services, Inc., Riverside CA</i>	<i>\$824,428.00</i>	<i>7.07% over</i>
6	<i>Alfaro Communication Construction, Inc., Compton CA</i>	<i>\$837,000.00</i>	<i>8.70% over</i>
7	<i>DBX, Inc., Temecula CA</i>	<i>\$843,907.00</i>	<i>9.60% over</i>
8	<i>California Professional Engineering, Inc., La Puente CA</i>	<i>\$927,658.00</i>	<i>20.48% over</i>

SPEED RADAR FEEDBACK SIGN LOCTIONS

1. Clinton Street at Clinton Elementary School
2. Orangewood Avenue at Louis Lake Intermediate School
3. Ward Street at Thomas Paine Elementary School
4. Ward Street at Post Elementary School
5. Trask Avenue and Shappell Street
6. Dale Street at Rancho Alamitos High School
7. Garden Grove Boulevard at Blackbird Street
8. Orangewood Avenue at Bryant Elementary School
9. Woodbury Avenue at Jordan Intermediate School
10. Russell Street at Sunnyside Elementary School
11. Trask Avenue at Doig Intermediate School
12. Newhope Street at Peters Elementary School
13. Lampson Avenue at Lampson Elementary School
14. Buaro Street at Walton Intermediate School
15. Lampson Avenue at Violette Elementary School
16. West Street at Crosby Elementary School
17. Lampson Avenue at Ralson Intermediate School
18. Nelson Street at Evans Elementary School
19. Lampson Avenue at Lawrence Elementary School
20. Chapman Avenue at Wakeham Elementary School
21. Springdale Street at Enders Elementary School

SECTION 5 - AGREEMENT (Continued)

CONSTRUCTION AGREEMENT

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

RECITALS:

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove City Council Authorization dated _____.
2. CITY desires to utilize the services of CONTRACTOR to furnish material, equipment, and labor for the **Traffic Signal Installation, Traffic Signal Modifications and Installation of 42 Speed Radar Feedback Signs at 21 School Crossing Locations, City Project No. 7150, 7151 and 7152.**
3. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 5.1 General Conditions.** CONTRACTOR certifies and agrees that all the terms, conditions and obligations of the Contract Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Contract based upon CONTRACTOR'S investigation of all such matters and is in no way relying upon any opinions or representations of CITY. It is agreed that this Contract represents the entire agreement. It is further agreed that the Contract Documents including the Notice Inviting Bids, Special Instructions to Bidders, if any, Plans, Specifications, and CONTRACTOR's Proposal, are incorporated in this Contract by reference, with the same force and effect as if the same were set forth at length herein, and that CONTRACTOR and its subcontractors, if any, will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Contract.

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

SECTION 5 - AGREEMENT (Continued)

- 5.2 Materials and Labor.** CONTRACTOR shall furnish, under the conditions expressed in the Plans and Specifications, at CONTRACTOR'S own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by the CITY, to construct and complete the project, in good workmanlike and substantial order. If CONTRACTOR fails to pay for labor or materials when due, CITY may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, CITY may settle them directly and deduct the amount of payments from the Contract price and any amounts due to CONTRACTOR. In the event CITY receives a stop notice from any laborer or material supplier alleging non-payment by CONTRACTOR, CITY shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees.
- 5.3 Project.** The PROJECT is described as: **Traffic Signal Installation, Traffic Signal Modifications and Speed Radar Feedback Signs at Various Locations, City Project No. 7150, 7151 and 7152.**
- 5.4 Plans and Specifications.** The work to be done is shown in a set of detailed Plans and Specifications entitled: **Traffic Signal Installation, Traffic Signal Modifications and Speed Radar Feedback Signs at Various Locations, City Project No. 7150, 7151 and 7152.**

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

- 5.5 Time of Commencement and Completion.** CONTRACTOR shall have **ten (10) working days from the award of the Contract** to execute the Contract and supply the CITY with all the documents and information required by the Instructions to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to provide the required documents and information within the ten (10) city working days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsive and responsible bidder.

The Contract time shall commence on the fifteenth (15th) calendar day following the Notice to Proceed issued by the City and the CONTRACTOR agrees to submit shop drawings **within fourteen (14) calendar days**. The working day clock for both projects starts on the same day, fifteen calendar days after the Notice to Proceed is issued. The CONTRACTOR shall diligently prosecute the work within **sixty (60) working days** to completion as required per the plans and specifications excluding delays caused or authorized by the CITY as set forth in Sections 5.7, 5.8 and 5.9 hereof.

- 5.6 Time is of the Essence.** Time is of the essence of this Contract.

SECTION 5 - AGREEMENT (Continued)

Contractor shall have **fourteen (14) calendar days from the award of the Contract** to execute the Contract and supply CITY with all of the documents and information required by the Instruction to Bidders and the other Contract Documents, including but not limited to, the necessary bonds and insurance certificates and endorsements. Once the CITY receives the executed Contract and all of the other properly drafted and executed documents and information, it may issue a Notice to Proceed to the CONTRACTOR. If CONTRACTOR refuses or fails to execute the Contract or refuses or fails to provide the required documents and information within the fourteen (14) calendar days, the CITY may then rescind the award of the Contract and then award the Contract to the next lowest responsible and responsive bidder.

As required by the Contract Documents, CONTRACTOR shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of CONTRACTOR'S work in conformance with an approved construction progress schedule. CONTRACTOR shall coordinate the work covered by this Contract with that of all other CONTRACTORS, subcontractors and of the CITY, in a manner that will facilitate the efficient completion of the entire work in accordance with Section 5.5 herein. CITY shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of CONTRACTOR on the premises.

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

CITY shall extend the time fixed in Section 5.5 herein for completion of the Project by the number of days CONTRACTOR has thus been delayed, provided that CONTRACTOR presents a written request to CITY for such time extension within fifteen (15) days of the commencement of such delay and CITY finds that the delay is justified. CITY'S decision will be conclusive on the parties to this Contract. Failure to file such request within the time allowed shall be deemed a waiver of the claim by CONTRACTOR.

No claims by CONTRACTOR for additional compensation or damages for delays will be allowed unless CONTRACTOR satisfies CITY that such delays were unavoidable and not the result of any action or inaction of CONTRACTOR and that CONTRACTOR took all available measures to mitigate such damages. Extensions of time and extra compensation as a result of incurring undisclosed utilities would be determined in accordance with SPECIAL PROVISIONS and Section 3-3 of the Standard

SECTION 5 - AGREEMENT (Continued)

Specifications for Public Works Construction Latest Edition (GREEN BOOK). The CITY'S decision will be conclusive on all parties to this Contract.

- 5.8 Extra Work.** The Contract price includes compensation for all work performed by CONTRACTOR, unless CONTRACTOR obtains a written change order signed by a designated representative of CITY specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in Section 5.9 hereof.

CITY shall extend the time fixed in Section 5.5 for completion of the Project by the number of days reasonably required for CONTRACTOR to perform the extra work, as determined by CITY'S Engineer. The decision of the Engineer shall be final.

5.9 Changes in Project.

- 5.9.1** CITY may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Contract, including but not limited to changes:

- a. In the Specifications (including drawings and designs);
- b. In the time, method or manner of performance of the work;
- c. In the CITY -furnished facilities, equipment, materials, services or site; or
- d. Directing acceleration in the performance of the work.

If CONTRACTOR believes that the written order issued as part of this Section 5.9.1 has caused an increase in costs or time, the CONTRACTOR shall submit a written request for equitable adjustment to the CITY that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. Said notice shall be submitted via certified mail within twenty (20) days of the CONTRACTOR'S receipt of the written order. CONTRACTOR'S failure to submit the written request for equitable adjustment within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

- 5.9.2** A change may also be any other conflict, difficulty or issue which the CONTRACTOR believes caused any change to the CONTRACTOR'S costs or project schedule, provided CONTRACTOR gives the CITY written notice and a request for equitable adjustment that includes a detailed cost breakdown and time impact analysis in sufficient detail to allow the CITY to analyze the request. The notice shall also state the date the CONTRACTOR became aware of the issue, circumstances and source of the issue and that CONTRACTOR regards the issue as a change order. Said written notice shall be delivered to the CITY via certified mail within twenty (20) days of CONTRACTOR'S first notice of the issue. CONTRACTOR'S failure to submit the notice, which includes the written request for equitable adjustment

SECTION 5 - AGREEMENT (Continued)

within the required twenty (20) days shall constitute a waiver of any potential change order or claim for said alleged change. The CITY shall review CONTRACTOR'S request and shall provide a written response within thirty (30) days of receipt of the request either approving or denying the request.

5.9.3 Except as provided in this Section 5.9, no order, statement or conduct of the CITY or its representatives shall be treated as a change under this Section 5.9 or entitle CONTRACTOR to an equitable adjustment.

5.9.4 Except for claims based on defective specifications, no claim for any change under paragraph 5.9.1 or 5.9.2 above shall be allowed for any work performed more than 20 days before the CONTRACTOR gives written notice as required in paragraphs 5.9.1 and 5.9.2. In the case of defective specifications for which the CITY is responsible, the equitable adjustment shall include any increased direct cost CONTRACTOR reasonably incurred in attempting to comply with those defective specifications.

5.9.5 If CONTRACTOR intends to assert a claim for an equitable adjustment under this Section 5.9, it must, within thirty (30) days after receipt of a denial of a request for equitable adjustment under paragraphs 5.9.1 and 5.9.2, submit a written statement to the CITY setting forth the general nature and monetary extent of such claim. The CITY may extend the 30-day period. CONTRACTOR'S failure to submit the notice of a claim, within the required thirty (30) days shall constitute a waiver of the claim by the CONTRACTOR.

5.9.6 No claim by CONTRACTOR for an equitable adjustment shall be allowed if made after final payment under this Agreement.

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

5.10 Liquidated Damages for Delay. The parties agree that if the total work called for under this Contract, in all parts and requirements, is not completed within the time specified in Section 5.5 herein, plus the allowance made for delays or extensions authorized under Sections 5.7, 5.8 and 5.9 herein, the CITY will sustain damage which would be extremely difficult and impractical to ascertain. The parties therefore agree that CONTRACTOR will pay to CITY the sum of **One Thousand Nine Hundred and Twenty Dollars (\$1,920.00) per day** for each and every calendar day during which completion of the project has not been completed within

SECTION 5 - AGREEMENT (Continued)

sixty (60) working day period. CONTRACTOR agrees to pay such liquidated damages and further agrees that CITY may offset the amount of liquidated damages from any monies due or that may become due CONTRACTOR under the Contract.

5.11 Contract Price and Method of Payment.

CITY agrees to pay and the CONTRACTOR agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **seven hundred ninety two thousand dollars and no cents (\$792,000.00)** as itemized in the bid proposal.

Progress payments shall be made to the CONTRACTOR on a monthly basis for each successive month as the work progresses. The CONTRACTOR shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety percent (90%) of the value of the work completed, less all previous payments, provided that the CONTRACTOR submits the request for payment prior to the end of the day required to meet the payment schedule. The CITY will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

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

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

5.13 Completion. Within 10 days after the contract completion date of the Project, CONTRACTOR shall file with the CITY'S Engineer its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. CITY may require affidavits or certificates of payment and/or releases from any subcontractor, laborer or material supplier.

5.14 CONTRACTOR 's Employees Compensation

5.14.1 General Prevailing Rate. CITY has ascertained CONTRACTOR shall comply with all applicable requirements of Division 2, Part 7, Chapter 1 of the California Labor Code and all applicable federal requirements respecting the payment of prevailing wages. If there is a difference

SECTION 5 - AGREEMENT (Continued)

between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the Director of the Department of Industrial Relations (DIR) for similar classifications of labor, the CONTRACTOR and its Sucontractors shall pay not less than the higher wage rate. The DIR will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal Wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONTRACTOR and Subcontractors, the CONTRACTOR and its Subcontractors shall pay not less than the Federal Minimum wage rate which most closely approximates the duties of the employees in question."

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

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

5.14.4 Workday. In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (5.14.2) above. CONTRACTOR shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the CITY as a penalty, the sum of twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by CONTRACTOR or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. CONTRACTOR shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by CONTRACTOR in connection with the Project.

5.14.5 Record of Wages: Inspection. CONTRACTOR agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman,

SECTION 5 - AGREEMENT (Continued)

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

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

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

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

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

SECTION 5 - AGREEMENT (Continued)

5.16 Insurance.

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

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

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

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

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

SECTION 5 - AGREEMENT (Continued)

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

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

In the event any of CONTRACTOR'S underlying policies do not meet policy limits as required here in, CONTRACTOR shall provide the schedule of underlying policies for a **follows form excess liability** policy, state that the excess policy follows form on the insurance certificate, and an additional insured endorsement for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers for this contract and all public agencies from whom permits will be obtained and their directors, officers, agents, and employees, as determined by the CITY, as additional insureds. **(Claims made and modified occurrence policies are not acceptable;** Insurance companies must be acceptable to CITY and have a minimum A.M. Best Guide rating of A-, class VII or better, as approved by CITY).

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

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

CONTRACTOR shall maintain all of the foregoing insurance coverage in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of CITY by CONTRACTOR under Section 5.17 of this

SECTION 5 - AGREEMENT (Continued)

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

Workers' Compensation	As required by the State of California.
Employer's Liability	Not less than \$1,000,000 per accident for bodily injury or disease.
Commercial General Liability (including on-going operations, products - completed operations, and mobile equipment, and not excluding XCU)	Not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage.
Automobile Liability, for all automobiles including non-owned and hired vehicles	Not less than \$2,000,000 combined single limit for bodily injury and property damage.
Follows Form Excess Liability	Required for any underlying policy that does not meet the underlying policy limits required herein.

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

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

- 5.17 Risk and Indemnification.** All work covered by this Contract done at the site of construction or in preparing or delivering materials to the site shall be at the risk of CONTRACTOR alone. CONTRACTOR agrees to save, indemnify and keep the CITY, its Officers, Agents, Employees, Engineers, and Consultants for this Contract, and all public agencies from whom permits will be obtained and their directors, Officers, Agents and Employees harmless against any and all liability, claims, judgments, costs and demands, including demands arising from injuries or death of persons (CONTRACTOR'S employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations

SECTION 5 - AGREEMENT (Continued)

conducted by CONTRACTOR, save and except claims or litigation arising through the sole negligence or sole willful misconduct of CITY and will make good to reimburse CITY for any expenditures, including reasonable attorneys' fees CITY may incur by reason of such matters, and if requested by CITY, will defend any such suits at the sole cost and expense of CONTRACTOR.

5.18 Termination.

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

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

5.18.3 Upon receipt of a termination action under paragraph (5.18.1) or (5.18.2) above, the CONTRACTOR shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the CITY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract whether completed or in process.

5.18.4 Upon termination under paragraphs (5.18.1) and (5.18.2) above, the CITY may take over the work and may award another party an agreement to complete the work under this Contract.

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

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

The CONTRACTOR'S obligations under this clause are in addition to the CONTRACTOR'S other express or implied assurances of this Contract or state law

SECTION 5 - AGREEMENT (Continued)

and in no way diminish any other rights that the CITY may have against the CONTRACTOR for faulty materials, equipment or work.

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

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

TO CITY:

*City of Garden Grove.
Public Works Department
Attention: Ken Vu
11222 Acacia Parkway
Garden Grove, CA 92840
(714) 741-5184
(714) 741-5578 Fax*

TO CONTRACTOR:

SECTION 5 - AGREEMENT (Continued)

5.22 Required Federal-Aid Contract Language. The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

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SECTION 5 - AGREEMENT (Continued)

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, click [here](#).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

SECTION 5 - AGREEMENT (Continued)

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

SECTION 5 - AGREEMENT (Continued)

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported. Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.

SECTION 5 - AGREEMENT (Continued)

4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. **BID OPENING** The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.
3. **BID RIGGING** The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.
4. **CONTRACT AWARD** If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. Differing Site Conditions

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that

SECTION 5 - AGREEMENT (Continued)

the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

SECTION 5 - AGREEMENT (Continued)

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of _____ WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the City/County _____ the sum of \$_____ per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site. Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code and Section 10262 of the California Public Contract Code. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

12. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

[The following 12 pages must be physically inserted into the contract without modification.]

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

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- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
 - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspector investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification -- First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
 - d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- ***

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

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

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	23.2
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA: SMSA Counties:	16.1
	6920 Sacramento, CA CA Placer; CA Sacramento; CA	14.3
	Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties:	12.3
	5170 Modesto, CA CA Stanislaus	24.3
	8120 Stockton, CA CA San Joaquin	19.8
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties:	19.1
	0680 Bakersfield, CA CA Kern	26.1
	2840 Fresno, CA	

	CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be

SECTION 5 - AGREEMENT (Continued)

determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- (5) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Federal Trainee Program
Special Provisions (to be used
when applicable)

15. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ____.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

SECTION 5 - AGREEMENT (Continued)

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County's of _____ approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of ____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

SECTION 5 - AGREEMENT (Continued)

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in

Maintain records and submit reports documenting your performance under this section

SECTION 5 - AGREEMENT (Continued)

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

Date: _____

"CITY"
CITY OF GARDEN GROVE

By: _____

Scott C. Stiles
City Manager

ATTEST:

City Clerk

Date: _____

"CONTRACTOR"

Electro Belco Electric, Inc.

CONTRACTOR'S State License No. 738518
(Expiration Date: 7/31/21)



By: _____

Title: Alberto Garcia, President/CEO

Date: 8/21/20

APPROVED AS TO FORM:

Omar Sandoval
Garden Grove City Attorney

Date 8-26-2020

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required.



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Bernardino }

On 8/21/20 before me, Rebecca Wilks, Notary Public,
(Here insert name and title of the officer)

personally appeared Alberto Garcia,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) (s) are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

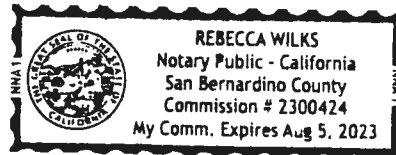
I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Rebecca Wilks

Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Garden Grove contract

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To:	Scott C. Stiles	From:	Omar Sandoval
Dept.:	City Manager	Dept.:	City Attorney
Subject:	Introduction and first reading of an Ordinance designating the Administrative Board of Appeals as a hearing body for billing disputes		
		Date:	9/8/2020

OBJECTIVE

For the City Council to consider the introduction of an ordinance designating the Administrative Board of Appeals as the appeals body to decide water billing disputes with the City.

BACKGROUND

Section 14.12.070 of the Garden Grove Municipal Code establishes the procedure that City water customers can follow to dispute charges in the City's water billing. The Public Works Director or designee has the authority to investigate and adjust the charges only if the Director finds that the City made a mistake in the billing. The decision of the Director can then be appealed to the City Council.

DISCUSSION

Per state law and Section 2.54.020 of the Municipal Code, the Administrative Board of Appeals consists of "members who are qualified by experience and training to pass upon matters pertaining to building construction, or fire protection, or standard waterworks practices." The proposed ordinance designates the Administrative Board of Appeals as the hearing body to make the final determination and resolution of water billing disputes. Thus, the members of the Administrative Board of Appeals are qualified to consider and decide on water billing disputes that in many cases involve questions pertaining to the proper functioning of water meters, and pipe and fixture leaks. The Administrative Board of Appeals can further provide a more streamlined hearing process given their limited duties to hear Building and Safety appeals, and if the proposed ordinance is adopted, water billing disputes.

Under the current review procedures, the decision of the Director must be appealed within 10 days. The ordinance increases the appeals period to 15 days. Section 2.54.100 of the Municipal Code provides that appeals to the Administrative Board of Appeals must be made within 15 days of a city officer's decision. Thus, increasing the water billing dispute appeal from 10 to 15 days will make it consistent with other appeals being heard by the Administrative Board of Appeals.

Finally, final decisions of the City Council, City commissions, and boards are subject to judicial review by the superior court under state law. The ordinance specifies that Administrative Board of Appeals decisions are subject to judicial review by the superior court within 90 days after notice of the Administrative Board of Appeals decision.

FINANCIAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council:

- Introduce the Ordinance designating the Administrative Board of Appeals as a hearing body for billing disputes and pass it to second reading.

ATTACHMENTS:

Description	Upload Date	Type	File Name
Ordinance	9/2/2020	Ordinance	Ordinance_Designating_Administrative_Board_of_Appeals_as_hearing_body_for_billing_disputes.docx

ORDINANCE NO. ____

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.